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## DECLARATION OF LAUREL RIDGE

LYNX AT LAUREL HILL, LLC, a New Jersey limited liability company, hereby submits the real property in New Milford, Connecticut described in Schedule A-1, to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, as amended, for the purpose of creating LAUREL RIDGE.

### ARTICLE I Definitions

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

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

Section 1.1 - Act. The Common Interest Ownership Act ("CIOA"), Section 47-200 et seq. of the Connecticut General Statutes as amended from time to time.

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

Section 1.3 - Association. LAUREL RIDGE OWNERS ASSOCIATION, INC., a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to Section 47-243 of the Act.

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

Section 1.5 - Common Elements. All portions of the Common Interest Community other than the Units as they are described herein. As set forth in this Declaration, certain Common Elements are Limited Common Elements which are reserved for exclusive use by one or more Units.

Section 1.6 - Common Expense Assessment. An assessment for Common Expenses against one (1) or more Units adopted by the Association. It includes fees, charges, late charges, fines, and interest charged against a Unit Owner pursuant to the Act, the Community Documents, or both.

Section 1.7 - Common Expenses. The expenses for the operation of the Common Interest Community, namely:

- (a) Expenses of administration, operation, Maintenance, Repair, or Replacement of the Common Elements and those portions of the Units for which the Association is responsible;
- (b) Expenses necessary or useful for the operation of the Association or the accomplishment of its purposes, or that the Association incurs in exercising its powers or performing its duties under the Community Documents, the Act, or other applicable law;

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

Section 1.8 - Common Interest Community. LAUREL RIDGE.

Section 1.9 - Community Documents. The Declaration, Survey, and Plans recorded and filed pursuant to the provisions of the Act to create New Stonemason Village, and the certificate of incorporation, the Bylaws, and the Rules of the Association, as any of the foregoing may be amended from time to time. Any exhibit, schedule, or certification accompanying a document is a part of that document.

Section 1.10 - Damaged or Destroyed. A portion of the Common Interest Community is Damaged or Destroyed (or suffers Damage or Destruction) if it suffers physical damage that is of a type and is caused by an occurrence of a type covered by the insurance the Association is required to carry by Section 47-255 of the Act, by insurance the Association is required to carry by this Declaration, or by other insurance carried by the Association.

Section 1.11 - Declaration. This document, including any amendments.

Section 1.12 - Development Rights. The rights reserved by the Declarant under Article VII of this Declaration.

Section 1.13 - Director. A member of the Executive Board.

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

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

Section 1.16 - Executive Board. The board of directors of the Association pursuant to Subsections 47-245(a) and (b) of the Act, and Sections 33-1080 through 33-1139 of the Nonstock Corporation Act, except where superseded by the Act.

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

Section 1.18 - Limited Common Elements. A portion of the Common Interest Community allocated by the Declaration or by the operation of the Act for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in the Common Interest Community are described in Article V of this Declaration.

Section 1.19 - Maintain, Repair and Replace. Maintain, Repair and Replace is the act of addressing and correcting deterioration, wear and tear, and obsolescence to any portion of the Property which is not covered by the casualty insurance required by the Act or by this Declaration, or by other casualty insurance carried by the Association.

Section 1.20 - Majority of Unit Owners. The owners of Units which, in the aggregate, represent more than fifty percent (50%) of the Votes in the Association.

Section 1.21 - Manager. A person, firm, or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.22 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 24.1.

Section 1.23 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 24.2.

Section 1.24 - Percentage of Eligible Mortgagees. Wherever in the Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent by Eligible Mortgagees holding Security Interests on Units which in the aggregate have allocated to them such specified percentage when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

Section 1.25 - Person. An individual, corporation, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

Section 1.26 - Plans. The plans identified in Schedule A-3, incorporated herein by reference, as may be amended from time to time.

Section 1.27 - Project Facilities. All buildings on the Property, including the Units and all fixtures, equipment and any improvement(s) and betterment(s) whether part of a Unit or a Common Element, and such personal property as is normally insured under building coverage.

Section 1.28 - Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 1.29 - Record. When used as a noun, Record means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

Section 1.30 - Resident. A Resident is a Unit Owner. Any person residing with the Unit Owner who satisfies the age criteria of Article IX below shall also be deemed a Resident. To the extent allowed, a Resident may be the person(s) designated by the Unit Owner as the person who will occupy the Unit and who will satisfy the membership eligibility criteria.

Section 1.31 - Rules. Rules for the use of Units and Common Elements and for the conduct of Persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration.

Section 1.32 - 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, security deed, land sales contract, lease intended as security, assignment of leases or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.33 - Special Assessment. Any Common Expense Assessment assessed against all of the Units that is not adopted in the same resolution as the budget for the overall operation of the Common Interest Community adopted in accordance with Section 17.5 of this Declaration. Special Assessments include amendments to the current budget and assessments which, by their terms, become part of the budget once adopted.

Section 1.31 - Special Declarant Rights. Rights reserved for the benefit of the Declarant pursuant to Sections 7.4 through 7.9 of this Declaration.

Section 1.32 - Survey. The Schedule A-3 survey, as it may be amended from time to time.

Section 1.33 - Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.3 of this Declaration.

Section 1.34 - Unit Owner. Any person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

Section 1.35 - Vote. The vote allocated to each Unit as shown on Schedule A-2.

## ARTICLE II

### Name and Type of Common Interest Community and Association

Section 2.1 - Common Interest Community. The name of the Common Interest Community is LAUREL RIDGE. The Common Interest Community is a condominium.

Section 2.2 - Association. The name of the Association is LAUREL RIDGE OWNERS ASSOCIATION, INC. It is a nonstock corporation organized under the laws of the State of Connecticut.

ARTICLE III  
Description of Land

The Common Interest Community is situated in New Milford, Connecticut and is land described in Schedule A-1.

ARTICLE IV  
Number of Units, Identification and Boundaries

Section 4.1 - Number of Units. The Common Interest Community presently contains four (4) Units. The Declarant may create an additional twenty-four (24) Units for a maximum of twenty-eight (28) Units.

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

Section 4.3 - Unit Boundaries. The boundaries of each Unit are the planes or surfaces located as shown on the Survey and Plans and are more particularly described in the balance of this Section. The outside-facing surfaces of elements or materials included within the Unit and the inside-facing surfaces of elements or materials excluded from the Unit define the boundaries of the Unit. An outside-facing surface is one which faces away from the interior of the Unit and towards a Common Element, another Unit or the outside of the Common Interest Community. An inside-facing surface is one which faces away from a Common Element, another Unit, or the outside of the Common Interest Community and towards the interior of the Unit. Where elements or materials are not contiguous, planes extended from the applicable surfaces of such elements or materials are the boundaries of the Unit.

(a) Ceiling.

- (i) Except as otherwise provided, the ceiling of each level of the Unit is the upper boundary of the Unit or portion of the Unit.
- (ii) When a ceiling is a boundary, the outside-facing surfaces of the outermost of the following elements and materials define the Unit boundary, and the following elements and materials, if present, are included within the Unit:
  - (A) Lath;
  - (B) Furring;
  - (C) Wallboard;
  - (D) Plasterboard;
  - (E) Plaster, joint compound, and joint tape;
  - (F) Paneling;
  - (G) Tiles;
  - (H) Wallpaper;
  - (I) Closed dampers of fireplaces;
  - (J) Finish trim, paint, and any other materials constituting any part of the finished surfaces of the ceilings;
  - (K) Ceiling hatchway doors, and their jambs, frames, hardware, and trim;
  - (L) Ventilation grilles and trim; and

- (M) Ceiling lights, outlets, switches, and fixtures, including enclosures and trim.
- (iii) When a ceiling is a boundary, the inside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials, if present, are excluded from the Unit:
  - (A) Covered Structural elements, including studs, rafters, beams, and hardware;
  - (B) Visible Structural elements, beneath their finishes; and
  - (C) Skylights, frames, trim, and hardware.
- (b) Floor. Except as otherwise provided, the floor of each level of the Unit is the lower boundary of the Unit or portion of the Unit.
  - (i) When a floor is a boundary, the outside-facing surfaces of the outermost of the following elements and materials define the Unit boundary, and the following elements and materials, if present, are included within the Unit:
    - (A) Tiles;
    - (B) Floorboards;
    - (C) Resilient finished floor covering, including, linoleum, asbestos, vinyl, and rolled plastic flooring material;
    - (D) Finished flooring, finish trim, paint, and any other materials constituting any part of the finished surfaces of the floor;
    - (E) Ventilation grilles and trim;
    - (F) Switches, lights, outlets, and fixtures, including enclosures and trim;
    - (G) Wall-to-wall installed carpet;
    - (H) Plumbing fixtures, including faucets, sinks, bathtubs, shower enclosures, and toilets; and
    - (I) Cabinets and enclosures.
  - (ii) When a floor is a boundary, the inside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials, if present, are excluded from the Unit:
    - (A) Covered Structural elements, including rafters, joists, beams, and hardware;
    - (B) Visible Structural elements, beneath their finishes;
    - (C) Sub-flooring;
    - (D) Fireplace surfaces and hearths; and
    - (E) Poured concrete and gypsum-concrete floors.
- (c) Walls. Except as otherwise provided, the walls that separate the Unit from other Units or from the Common Elements are the vertical boundaries of the Unit.
  - (i) When a wall is a boundary, the outside-facing surfaces of the outermost of the

following elements and materials define the Unit boundary, and the following elements and materials, if present, are included within the Unit:

- (A) Lath;
- (B) Furring;
- (C) Wallboard;
- (D) Plasterboard;
- (E) Plaster, joint compound, and joint tape;
- (F) Paneling;
- (G) Tiles;
- (H) Wallpaper;
- (I) Finish trim, paint, and any other materials constituting any part of the finished surfaces of the walls, with the exception that interior, and non-bearing partition walls are a part of the Unit;
- (J) Ventilation grilles and trim;
- (K) Wall lights, outlets, switches, and fixtures, including enclosures and trim;
- (L) Plumbing fixtures, including faucets, sinks, bathtubs, shower enclosures, and toilets; and
- (M) Cabinets and enclosures.

(ii) When a wall is a boundary, the inside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials, if present, are excluded from the Unit:

- (A) The unfinished surfaces of windows, sills, frames, trim, and hardware;
- (B) The unfinished surfaces of exterior doors, jambs, sills, frames, trim, and hardware;
- (C) Visible Structural elements, beneath their finishes; and
- (D) Covered Structural elements, including studs, rafters, beams, poured concrete or masonry, and hardware.

(d) Additional Inclusions. Each Unit will include the following, the surfaces of which constitute the boundaries of the Unit, whether or not such spaces are contiguous:

- (i) The spaces and Improvements lying within the boundaries described in Subsections 4.3(a), (b) and (c) above;
- (ii) Those spaces, and the Improvements within such spaces, containing electrical switches and outlets, circuit breakers, wiring, pipes, valves, ducts, conduits, smoke, fire, burglar and other alarm systems, sprinklers, meters, meter boxes and telecommunication systems serving such Unit exclusively, but located outside of the boundaries described in Subsections 4.3(a), (b) and (c) above;
- (iii) Decorative elements affixed to and penetrating the walls, ceilings, or floors; and
- (iv) Any space heating, water heating, or air conditioning machinery or equipment, serving such Unit exclusively, but located outside of the boundaries described in

Subsections 4.3(a), (b) and (c) above, together with any pipes, wires, ducts, or other items serving such machinery or equipment.

- (e) Additional Exclusions. Except when specifically included by other provisions of this Section 4.3, the following are excluded from each Unit and are part of the Common Elements:
- (i) The spaces and Improvements lying outside of the boundaries described in Subsections 4.3(a), (b) and (c) above;
  - (ii) All chutes, pipes, flues, ducts, wires, conduits, and other facilities running through or within any interior wall or partition of the Unit for the purpose of furnishing utility and similar services to one (1) or more other Units or to the Common Elements; and
  - (iii) Any element located within the Unit that provides support for or materially contributes to the support of the building.
- (f) Easements for Structures Serving Other Units or Common Elements and Access. Each Unit is subject to an easement in favor of the Association and the Unit Owners of other Units for any Common Elements, including, but not limited to, Limited Common Elements and portions of other Units located within the boundaries of such Unit.
- (g) Monuments as Boundaries. Physical Improvements described as defining the boundaries will be boundary monuments as described in Section 47-233 of the Act, regardless of the location of the boundary as shown on the Survey or Plans.
- (h) Guide to Interpretation. In applying or interpreting the Unit boundary definitions set out in this Section 4.3, the following principles shall be used where the boundary definitions do not otherwise provide a clear answer:
- (i) Elements and materials that are visible from the outside of a Unit are part of the Common Elements.
  - (ii) Elements and materials that support the building in which a Unit is located or that keep that building weather-tight are part of the Common Elements.
  - (iii) Elements and materials that are visible only from the interior of the Unit and that may be subject to change or redecoration without fundamental change to the Structure of the building in which a Unit is located are part of the Unit.
  - (iv) The hardware and supports necessary to operate any element, to permit it to move or function or to keep it in place are of the same character (Unit, Common Element, or Limited Common Element) as the element they serve.
  - (i) Inconsistency with Plans. If the Plans are inconsistent with this definition, then this definition will control.



ARTICLE V  
Limited Common Elements

Section 5.1 - Limited Common Elements. The following portions of the Common Elements are designated as Limited Common Elements and are allocated as stated. If any portion of the Property described in this Section is part of a Unit then it is not a Limited Common Element, even though it is listed in this Section.

- (a) If any chute, flue, pipe, duct, wire, conduit, or any other fixture lies outside the designated boundaries of a Unit and is not otherwise included in the Unit, any portion thereof serving only a single Unit is a Limited Common Element allocated to the Unit it serves. Any portion thereof serving more than one Unit or serving any portion of the Common Elements is not a Limited Common Element.
- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, decks, patios, and all exterior doors, windows, storm windows, storm doors and screens, or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- (c) Stoops, steps, and entry ways at the entrances to each building, which provide access to fewer than all Units are Limited Common Elements allocated to the Unit(s) to which they provide access.
- (d) Any smoke chambers, dampers, and/or flues serving a single Unit are Limited Common Elements allocated to the Unit they serve.
- (e) Any space heating, water heating, and air conditioning apparatus and all electrical switches, television, telephone, telecommunications and electrical receptacles, and light switches serving one Unit exclusively, but located outside of the boundaries of the Unit and not otherwise included in the Unit, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.

Section 5.2 - Right of Use and Fee Ownership. As to each of the Limited Common Elements described in Section 5.1 above, a right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee ownership of the Limited Common Elements, however, is vested in all of the Unit Owners.

ARTICLE VI  
Maintenance, Repair and Replacement

Section 6.1 - Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owner(s). In accordance with the Town of New Milford Inland Wetlands Permit, the Association shall be responsible for the maintenance and periodic cleaning of the Stormwater management system components within the Common Interest Community.

Section 6.2 - Units. Each Unit Owner shall Maintain, Repair, and Replace, at the expense of the Unit Owner, all portions of the Unit, except the portions thereof to be Maintained, Repaired, or Replaced by the Association. By Rule, the Association may adopt additional standards concerning Maintenance, Repair, and Replacement of Units for the purpose of avoiding adverse effects on the condition, use, or enjoyment of other Units or the Common Elements.

Section 6.3 – Limited Common Elements

Notwithstanding the provisions of Section 6.1 and Section 6.2 of this Declaration:

- (a) Each Unit Owner shall be responsible for removing all snow, leaves, and debris from all patios, decks, and balconies that are Limited Common Elements appurtenant to the Unit. If any such Limited Common Element is appurtenant to two (2) or more Units, the Unit Owners of those Units will be jointly responsible for such removal.
- (b) Each Unit Owner shall Maintain, Repair, and Replace the following Limited Common Elements:
  - (i) Any space heating, water heating, and air conditioning apparatus and all electrical switches, television, telephone, telecommunications and electrical receptacles, and light switches serving the Unit Owner's Unit exclusively; and
  - (ii) Any awnings designed to serve the Unit Owner's Unit, but located outside the Unit's boundaries.

Section 6.4 – Access

- (a) Access by Association
  - (i) Any Person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of carrying out the Association's powers and duties including, but not limited to:
    - (A) Performing inspections;
    - (B) Adjusting insurance claims;
    - (C) Maintaining, Repairing, and Replacing the Common Elements and portions of the Units for which the Association is responsible;
    - (D) Restoring portions of the Units and the Common Elements that have been Damaged or Destroyed;
    - (E) Making additions, alterations, and improvements to the Common Elements;
    - (F) Exterminating insects and vermin; and

(G) Correcting any condition threatening a Unit or the Common Elements.

(ii) Requests for entry to a Unit or Limited Common Element shall be made in advance and any such entry shall be made at a time reasonably convenient to the affected Unit Owner consistent with the availability of contractors and others employed or engaged by the Association. In case of an emergency, no such request or notice shall be required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

(iii) If a Unit is damaged as a result of access obtained under this Subsection 6.4(a), the Association will be responsible for the prompt repair of the Unit, except as provided in Subsection 17.2(f) of this Declaration.

(b) Access by Unit Owners

(i) A Unit Owner or a qualified contractor or professional engaged by the Unit Owner shall have the right of access to all portions of the Property for the purpose of carrying out the Unit Owner's powers and duties to Maintain, Repair, or Replace the Unit and the portions of the Common Elements for which the Unit Owner is responsible including, but not limited to:

(A) Performing inspections;

(B) Maintaining, Repairing, and Replacing the Unit and portions of the Common Elements for which the Unit Owner is responsible; and

(C) Making additions, alterations, and improvements to the Unit and, when permitted, to the Common Elements.

(ii) Requests for entry to a Unit or Limited Common Elements shall be made in advance and any such entry shall be made at a time reasonably convenient to any affected Unit Owner or the Association, as the case may be, consistent with the availability of contractors and others employed or engaged by the Unit Owner making the request. In case of an emergency, immediate access to other Units may be arranged through the Association, whether or not the Owner of the other Unit is present at the time.

(iii) If a Unit or the Common Elements are damaged as a result of access obtained under this Subsection 6.4(b), the Unit Owner obtaining access will be responsible for the prompt repair of the Unit or Common Elements as the case may be.

Section 6.5 – Failure to Maintain, Repair, and Replace.

(a) If a Unit Owner fails to Maintain, Repair, or Replace a Unit or any other portion of the Common Interest Community for which the Unit Owner is responsible after the Unit Owner knew or should have known that such Maintenance, Repair, or Replacement was needed, and such failure causes damage to another Unit or to the Common Elements, the Unit Owner shall reimburse the Owner of the damaged Unit, or the Association, as the

case may be, for the cost of restoring the damage in excess of any insurance proceeds received by the Association under its insurance policy, whether the portion results from the application of a deductible or otherwise.

- (b) If the Association fails to Maintain, Repair, or Replace the Common Elements or any other portion of the Common Interest Community for which it is responsible after the Association knew or should have known that such Maintenance, Repair, or Replacement was needed, and such failure causes damage to a Unit:
  - (i) If the damage is covered by the Association's insurance policy, the Association shall restore it in accordance with Article XXI of this Declaration; or
  - (ii) If the damage is not covered by the Association's insurance policy, the Association shall reimburse the Owner of the damaged Unit for the reasonable cost of restoring the damage.
- (c) If a Unit Owner fails to Maintain, Repair, or Replace a Unit or any other portion of the Common Interest Community for which the Unit Owner is responsible and such failure creates a condition that threatens another Unit or the Common Elements, the Association may take such actions as are necessary to correct such condition without prior notice or with only such prior notice as can reasonably be given consistent with the threat. If the Association does take such action, the Unit Owner shall reimburse the Association for the cost of correcting the condition.

Section 6.6 - Inspection, Repair and Replacement of High Risk Components or Conditions.

- (a) Notwithstanding the provisions of this Article VI, the Executive Board may, from time to time, after Notice and Comment, determine that certain portions of the Units required to be Maintained, Repaired, or Replaced by the Unit Owners under the Declaration or Subsection 47-249(a) of the Act, or certain objects, fixtures, components, or conditions within the Units, pose a particular risk of damage to, or could have an adverse effect on, other Units or the Common Elements if not properly inspected, operated, treated, Maintained, Repaired or Replaced. By way of example, but not of limitation, these portions, objects, fixtures, components, or conditions might include smoke detectors, washer hoses, chimneys, insect infestations, and water heaters. In this Section, those items determined by the Executive Board to pose such a particular risk are referred to as "High Risk Components or Conditions".
- (b) At the same time that it designates a High Risk Component or Condition or at a later time, the Executive Board, after Notice and Comment, may require one or more of the following with regard to the High Risk Component or Condition:
  - (i) That it be inspected at specified intervals by the Association or an inspector(s) designated by the Association, or an inspector(s) having particular licenses, training or professional certification.
  - (ii) That it be operated in a specified manner, or that it be operated or not operated at specified times or under specified conditions;

- (iii) That it be Maintained, Repaired, Replaced, or treated at specified intervals, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective.
  - (iv) That it be Maintained, Repaired, Replaced, or treated with items or components meeting particular standards or specifications established by the Executive Board.
  - (v) That when it is Maintained, Repaired, Replaced, the installation include additional components or installations specified by the Executive Board.
  - (vi) That it be Maintained, Repaired, Replaced, or treated by contractors having particular licenses, training, or professional certification or by contractors approved by the Association.
  - (vii) That, if the Maintenance, Repair, Replacement, or treatment is completed by a Unit Owner, it be inspected by a person designated by the Association, or an inspector(s) having particular license(s), training, and/or professional certification.
- (c) The imposition of requirements by the Executive Board under Subsection 6.6(b) shall not relieve a Unit Owner of any obligation under Section 6.2 of this Article, including, but not limited to, the obligation to perform and pay for Maintenance, Repair, Replacement, or treatment.
  - (d) If any Unit Owner fails to Maintain, Repair, Replace a High Risk Component or Condition, or have a High Risk Component or Condition inspected, in accordance with the requirements established by the Executive Board, the Association may, in addition to any other rights and powers granted to it under the Community Documents and the Act:
    - (i) Enter the Unit in accordance with Section 6.4, and inspect, Maintain, Repair, or Replace the High Risk Component or Condition, and charge the cost to the Unit Owner as a Common Expense attributable to the Unit under Section 17.2 of this Declaration;
    - (ii) Fine the Unit Owner or the occupant of the Unit or both under Subsection 23.1(n) of this Declaration; and/or
    - (iii) Bring an action against the Unit Owner for specific performance of the Unit Owner's duties under this Section.

**Section 6.7 – Conduct of Maintenance, Repair, and Replacement by the Association.**

- (a) The Association, acting at the direction of the Executive Board, and not the Unit Owner of any affected Unit, shall have the exclusive authority to select, contract with, direct, retain, and replace all contractors and vendors for all activities to Maintain, Repair, and Replace portions of the Property for which funds of the Association are used or to be used.

Section 6.8 – Work Done By or at the Direction of Unit Owners or Tenants of Units.

- (a) Any work done to any portion of the Property by any Unit Owner or tenant of a Unit or by any Person hired by or working at the direction of any Unit Owner or tenant of a Unit, whether compensated or not, shall be subject to the requirements set out below. These requirements shall be in addition to any requirements created by or pursuant to other portions of the Community Documents or by applicable law.
- (b) Any Person performing work for which a license or registration is required, must hold the appropriate license or registration.
- (c) If a permit is required from any department or governmental authority for the work, the permit must be obtained at the expense of the Unit Owner or tenant of the Unit before the work is commenced.
  - (i) Any applications for such permit shall be executed by the Association only. Such execution shall not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor, or material supplier on account of any addition, alteration, or improvement or to any Person having any claim for injury to Person or damage to property arising there from.
  - (ii) Copies of all permits, as well as inspection reports, orders, and certificates of occupancy or completion issues in relation to the permit shall be furnished to the Association.
- (d) Any Person performing work, who is required to carry workers' compensation insurance by the State of Connecticut, shall maintain such insurance.
- (e) Any Person performing work, except for Unit Owners and tenants of Units and members of their respective households, shall maintain liability insurance in an amount of not less than one million (\$1,000,000.00) dollars for bodily injury or for property damage for any single occurrence.
- (f) The Executive Board may adopt other reasonable requirements for the performance of such work by Rule.

ARTICLE VII

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 7.1 - Development Rights. The Declarant reserves the following Development Rights:

- (a) The right to create Units, Common Elements, and Limited Common Elements in the locations shown as "Development Rights Reserved in this Area" on the Survey.
- (b) The right, as a part of the Development Rights, to amend the provisions of the Declaration that apply to new Units and their appurtenant Limited Common

Elements that are created by the exercise of such Development Rights or to portions of the Common Interest Community that are added pursuant to the exercise of such Development Rights. Such amendments may be made in the amendment to the Declaration exercising the Development Rights, without the approval of Unit Owners or the holders of Security Interests on any Units.

- (c) 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 which are added to the Common Interest Community.
- (d) The right to grant easements to any party, including without limitation public utility and cable television companies and to convey Improvements within those easements across the land designated "Development Rights Reserved in this Area" on the Survey for the above-mentioned purposes.
- (e) The right to grant easements to the Town of New Milford across the land not designated "Development Rights Reserved in this Area" on the Survey as well as across land designated "Development Rights Reserved in this Area" to comply with the requirements of the New Milford Planning and Zoning Commission.

Section 7.2 - Limitations on Development Rights. The Development Rights reserved in Section 7.1 are limited as follows:

- (a) The Development Rights may be exercised at any time, but not more than ten (10) years after the recording of the initial Declaration.
- (b) The Development Rights may not be exercised to create additional Units beyond the maximum number of Units stated in Section 4.1 of this Declaration.
- (c) All Units and Common Elements created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as the Units created under this Declaration as initially recorded.
- (d) The general architectural style, structure type, and quality of construction of any buildings and Improvements to be created on the Property shall be consistent with the architectural style, structure type, and quality of those initially constructed. However, Units may be laid out in different configurations or plans. Similar yet distinct materials and construction techniques may be used to achieve this standard.
- (e) No Development Rights may be exercised without the consent required under Section 16.5 of this Declaration.
- (f) The Declarant may record an instrument surrendering a Development Right in accordance with the provisions of Subsection 47-229(e) of the Act, in which case the surrendered Development Right will lapse.

Section 7.3 - Phasing of Development Rights. Any Development Right may be exercised with respect to different portions of the Property as designated on the Survey and plans at different times, and no assurances are made by the Declarant regarding the boundaries of such portions, or the order in which those portions may be subjected to the exercise of Development Rights. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

Section 7.4 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community:

- (a) To complete Improvements indicated on the Survey and Plans;
- (b) To exercise any Development Right reserved in this Declaration;
- (c) To maintain sales offices, management offices, signs advertising the Common Interest Community, and models;
- (d) To use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community or within real property that may be added to the Common Interest Community, provided that such Improvements fall within the limitations set out in Section 7.2 of this Declaration; and
- (e) To appoint or remove any officer of the Association or any Director during any period of Declarant control, subject to the provisions of Section 7.9 of this Declaration.

Section 7.5 - Model Sales Offices and Management Offices. As long as the Declarant is a Unit Owner the Declarant and its duly authorized agents, representatives, and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model Unit or sales office or management office.

Section 7.6 - Declarant's Reserved Rights and Easements.

- (a) The Declarant reserves the right to perform construction work, warranty work, and repair work, and to store materials in secure areas in Units which it owns and in Common Elements, and the further right to control all such work and repairs it performs. All warranty work and repairs may be performed by the Declarant only with the consent or approval of the Executive Board as to the portions of the Property Maintained, Repaired, or Replaced by the Association and of individual Unit Owners as to the portions of the Property Maintained, Repaired, or Replaced by such Unit Owner. In performing warranty work, the Declarant shall have, in addition to the rights reserved in Subsection 7.6(b) below, the same easements and rights of access through the Units and the Common Elements as the party who consented to or approved the work.
- (b) 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.



- (c) The Declarant reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community.
- (d) The Declarant also reserves the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across any land comprising the Common Interest Community for the purpose of furnishing utility and/or other services to buildings and Improvements which are added to the Common Interest Community.

Section 7.7 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

Section 7.8 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove from the Property any and all equipment, supplies, materials and improvements used in the development, marketing and construction of the Common Interest Community whether or not they have become fixtures.

Section 7.9 - Declarant Control of the Association.

(a) Subject to Subsection 7.9(c), there shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board. The period of Declarant control shall terminate no later than the earlier of:

- (i) Sixty days after conveyance of sixty percent of the Units that may be created to Unit Owners other than a Declarant;
- (ii) Two years after all Declarant have ceased to offer Units for sale in the ordinary course of business; or
- (iii) Two years after the recording of the Declaration or the most recent amendment to the Declaration adding new Units.

A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant be approved by the Declarant before they become effective.

(b) Not later than sixty days after conveyance of one-third of the Units that may be created to Unit Owners other than a Declarant, at least one member and not less than one-third of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.

(c) Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

Section 7.10 - Time Limits on the Exercise of Special Declarant Rights. The Declarant may exercise the Special Declarant Rights reserved in this Article for as long as any of the following subsections apply:

- (a) The Declarant holds a Development Right reserved in this Article;
- (b) The Declarant is obligated to the Association or a Unit Owner under any warranty;
- (c) The Declarant owns a Unit; or
- (d) The Declarant holds a Security Interest in a Unit.

As soon as none of the above subsections apply, the Declarant's right to exercise the Special Declarant Rights shall terminate.

Section 7.11 - Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

## ARTICLE VIII Allocated Interests

Section 8.1 - Voting Rights. Each Unit shall have one (1) vote.

Section 8.2 - Allocation of Interests. The table showing Unit numbers/names and their allocated interests is attached as Schedule A-2. These interests have been allocated in accordance with the formulas set out in this Article. These formulas are to be used in reallocating interests if Units are added to the Common Interest Community.

Section 8.3 - Formulas for the Allocation of Interests. Each Unit is allocated a fractional share of the liability for Common Expenses and a fractional undivided interest in the Common Elements.

- (a) Undivided Interest in the Common Elements. The fractional share of the undivided interest in the Common Elements allocated to each Unit is based on a fraction, the numerator of which is the approximate square footage of that Unit and the denominator of which is the combined square footage of all Units in the Common Interest Community, as more particularly set forth in Schedule A-2.
- (b) Liability for the Common Expenses. The fractional share of liability for Common Expenses, subject to Section 9.4 below, is allocated to each Unit based on a fraction, the numerator of which is one and the denominator of which is the number of Units in the Common Interest Community. Nothing contained in this Subsection shall prohibit

certain Common Expenses from being apportioned to particular Units under Article XVII of this Declaration.

ARTICLE IX: Restrictions on Use, Alienation and Occupancy

Section 9.1 - Use and Occupancy Restrictions for the Units. Subject to the Special Declarant Rights reserved under Article VII, the following use restrictions apply to all Unit Owners, all Units and to the Common Interest Community:

- (a) Residential Use. Each Unit is restricted to residential use with a single-family residence including home professional pursuits permitted by the Town of New Milford Zoning Regulations and not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single house-keeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area.
- (b) Parking and Storage in Garages, Including Garages That Are Part of Units. Garages, whether they are part of a Unit or a Limited Common Element appurtenant to a Unit, are restricted to use as parking spaces for motor vehicles used by the occupants of the Unit and for the storage of personal goods and household items. However:
  - (i) No vehicle may be kept in a garage if it cannot fit in the garage with the garage door closed;
  - (ii) If personal goods and household items are stored in a garage, enough space must be left to permit one (1) motor vehicle to be parked in each parking bay of the garage, with the garage door closed; and
  - (iii) Unit Owners or occupants of Units who keep more motor vehicles in the Common Interest Community than there are parking bays in the garagemust park one (1) of the vehicles in each parking bay of the garagebefore parking any motor vehicle in the Common Elements on a regular basis.
- (c) Use Affecting Insurance. Nothing may be done or kept in any Unit that will increase the rate of insurance on any Improvements, or the contents of other Units, beyond the rates generally applicable to similar residential common interest communities, without prior written consent of the Executive Board. No Unit Owner may permit anything to be done or kept in the Unit which will result in the cancellation of insurance on any of the Improvements or the contents of other Units.
- (d) Compliance with Laws. Unit Owners and occupants of Units shall comply with all laws, ordinances, and regulations, including, but not limited to, zoning and land use regulations, of all governmental bodies having jurisdiction over the Common Interest Community and the Units, and Unit Owners and occupants of Units shall hold the Association and other Unit Owners harmless from all fines, penalties, costs, and prosecutions arising out of any noncompliance or other violation.

- (e) Structural Integrity. Except pursuant to Article XII of the Declaration, nothing may be done to any Unit that will impair the Structural integrity of or change the Structure of any Improvement. No Unit Owner may do any work that may jeopardize the soundness or safety of the Property, reduce the value of any portion thereof, or impair any easements or any interest constituting a Common Element.
- (f) Rules Affecting the Use and Occupancy of Units. Except as required or permitted by other provisions of the Declaration, the Association may adopt Rules that affect the use or occupancy of Units only to:
  - (i) Implement a provision of the Declaration;
  - (ii) Regulate any behavior in or 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
  - (iii) Restrict the leasing of a Unit to the extent that the Rules are reasonably designed to meet Town Zoning Regulations and/or underwriting requirements of institutional lenders that regularly make loans on units in common interest communities or regularly purchase such mortgages.
- (g) Offensive Activities. No noxious or unreasonably offensive activities may be carried on in any Unit, nor may anything be done therein either willfully or negligently that may be or become an unreasonable annoyance, that interferes with the proper use of the Property by Unit Owners or other occupants of Units, or that adversely affects other Units or the Common Elements.
- (h) Pets.
  - (i) No animals, birds, or reptiles of any kind may be raised, bred, or kept in the Common Interest Community, except for dogs, cats, and other customary household pets, which may be regulated as to activities, character, breed, size, number, and species by Rule, provided that no change in a Rule shall require the removal of any pet then being kept in the Common Interest Community as long as the pet or the pet's owner does not behave improperly.
  - (ii) No animal of any kind that has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed in the Common Interest Community.
  - (iii) Pets may not be kept, bred, or maintained for any commercial purposes.
  - (iv) Not more than two (2) pets may be kept in any Unit.
  - (v) No dog is permitted in any portion of the Common Elements unless carried or on a leash.

- (vi) If the Executive Board, after Notice and Hearing, determines that a pet, or the pet's owner, has done or permitted any of the following, the owner will permanently remove the pet from the Common Interest Community upon three (3) days' written notice of the determination:
  - (A) The pet repeatedly makes noise that disturbs Unit Owners or other occupants of Units;
  - (B) The pet attacks or attempts to attack a Person or another pet;
  - (C) The pet is repeatedly allowed to run loose; or
  - (D) The owner of the pet repeatedly fails to pick up after the pet or allows the urine or droppings from the pet to accumulate or soak into any portion of the Improvements.
- (vii) Trained guide dogs and other service animals are permitted if such animals serve as physical aides to Persons with disabilities and such animals have been trained or provided by an agency or service qualified to provide or train such animals. Other animals will be permitted as reasonable accommodations for Persons with disabilities to the extent they are permitted by applicable law.
- (i) In accordance with the Town of New Milford Zoning Approval, each Unit shall contain no more than one bedroom.

(j) Housing for Older Persons and Age Restrictions. The Common Interest Community is intended to comprise and be operated as "housing for older persons" within the meaning of the Fair Housing Amendments Act of 1988, 42 United State Code Sections 3601 *et seq* ("Fair Housing Act"). Accordingly, the occupancy of each Unit shall be further restricted as follows:

- (i) Except as otherwise specifically provided in this Subsection 9.1(x), each Unit that is occupied shall be occupied by at least one (1) Age-Qualified Individual.
- (ii) Notwithstanding any other provision contained in this Subsection 9.1(x), if a Unit has been occupied by an Age-Qualified Individual and by the spouse or partner of an Age-Qualified Individual, and the spouse or partner survives, divorces, or legally separates from the Age-Qualified Individual, the spouse or partner may continue to occupy the Unit, even if the spouse or partner is not an Age-Qualified Individual, so long as at least eighty percent (80%) of the Units in the Common Interest Community are occupied by at least one (1) Age-Qualified Individual.
- (iii) Notwithstanding any other provision contained in this Subsection 9.1(x), if a Unit has been occupied by an Age-Qualified Individual and by the spouse or partner of an Age-Qualified Individual, and the Age-Qualified Individual ceases to occupy the Unit because the individual has become the resident of a nursing home, continuing care facility, or assisted living facility, the spouse or partner of the Age-Qualified Individual may continue to occupy the Unit, even if the spouse

or partner is not an Age-Qualified Individual, so long as at least eighty (80%) of the Units in the Common Interest Community are occupied by at least one (1) Age-Qualified Individual.

- (iv) If the occupying spouse in any of the circumstances set forth in paragraphs (ii) and or (iii) of this Subsection 9.1(x) subsequently remarries or cohabitates, one of the occupants of the Unit must be an Age-Qualified Individual.
- (v) The Association shall publish and adhere to policies and procedures that demonstrate the intent to provide housing for older persons as required under 42 U.S.C. 3607(b) as it may be amended from time to time.
- (vi) The Association shall comply with the rules issued by the Secretary of Housing and Urban Development for verification of occupancy of Unit.
- (vii) The Association shall govern and operate the Common Interest Community in a manner that complies with all other requirements of the Fair Housing Amendments Act of 1988 concerning housing for older persons, including any amendments to and judicial interpretation of that Act.
- (viii) No individual who is under the age of eighteen (18) may be domiciled within any Unit or stay overnight as a visitor within any Unit for more than fourteen (14) days within any twelve (12) consecutive months. This prohibition includes any individual under the age of eighteen (18) domiciled with either a parent or another individual having legal custody of the individual, or the designee of such parent or other individual having legal custody with the written permission of such parent or other individual. However, the prohibition does not apply to a live-in care giver for an Age-Qualified Individual or other reasonable accommodation required under Fair Housing or other applicable law.

Section 9.2 – Use and Occupancy Restrictions for the Common Elements.

- (a) Nothing may be hung or displayed on the windows or placed on the outside walls of any of the buildings or within Common Elements in the buildings, unless it is permitted by Rule or by prior written approval from the Association.
- (b) No awnings, canopies, shutters, or other items may be affixed to or placed upon the exterior walls or roofs of any building without the prior written consent of the Executive Board.
- (c) No signs, including, but not limited to, "For Sale" signs and signs indicating commercial uses, may be placed in the window of any Unit, or on the exterior walls or roofs of any building, or anywhere else in the Common Elements, unless permitted by Rule or by the prior written consent of the Executive Board.
- (d) Flags and holiday decorations may be affixed to or placed upon the exterior walls or roofs of any building under standards established by Rule of the Association.

- (e) By Rule, the Association may provide additional restrictions on and definitions of signs, flags, and exterior displays as well as procedures for approval and for the administration of this Section. However:
- (i) No Rule may prohibit display on a Unit or on a Limited Common Element adjoining a Unit, of the United States flag, the flag of the State of Connecticut or signs regarding candidates for public or Association office or ballot questions but the Association may adopt reasonable Rules governing the time, place, size, number, and manner of those displays; and
  - (ii) A Unit Owner or other resident of a Unit may attach to an entry door or entry door frame of such Unit an object, the display of which is motivated by observance of a religious practice or sincerely held religious belief, provided that, except to the extent allowed by the First Amendment to the United States Constitution and Section 3 of Article First of the Constitution of the State of Connecticut, such item may not:
    - (A) Threaten the public health or safety;
    - (B) Hinder the opening and closing of an entry door;
    - (C) Violate any federal, state, or local law;
    - (D) Contain graphics, language, or any display that is obscene or otherwise patently offensive;
    - (E) Individually or in combination with each other item displayed or affixed to an entry door frame have a total size greater than twenty-five (25) square inches; or
    - (F) Individually or in combination with each other item displayed or affixed on an entry door have a total size greater than four (4) square feet.
- (f) Except for removable clotheslines or fixtures for the drying of laundry, which may be affixed only in such locations approved by the Executive Board and are not visible from the streets, drives, and walkways of the Common Elements, no clotheslines are permitted in the Common Elements. Clotheslines that are permitted must be removed when not in use.
- (g) Inspection of the stormwater management system shall generally be performed on a semi-annual basis. More frequent inspections shall occur if sediment levels are deemed to be excessive after major storm events and after any type of spill. The Association's inspector shall keep a permanent log of inspections including, date, any noted sediment levels, accumulation of oils, notation of any irregularities, and name of contractor. As to particular components of the system:

Catch Basins: Monthly monitoring shall occur for the first year after full installation. Thereafter, semi-annual inspections shall generally be performed. Maintenance should

be scheduled based on the solids collected in the sump. Optimally, the structure should be cleaned when the sump is half full. Maintenance will be best achieved with a vacuum truck. Pipe outlet riprap shall be inspected for condition and repaired or replaced as needed. Disposal of materials removed from the basins should be performed by a Connecticut licensed waste management company and discharged to a Connecticut DEEP-approved location.

Sweeping: All parking areas, sidewalks, driveways, and other impervious surfaces (except roofs) are to be swept clean of sand, litter and any other possible pollutants at least twice a year, namely once between November 14 and December 15 (*i.e.*, after leaf fall) and once during the month of April (*i.e.*, after snow melt).

Hydrodynamic Separators: Inspection of the hydrodynamic separator units shall generally be performed on a semi-annual basis. More frequent inspections shall occur if sediment levels are deemed to be excessive after major storm events and after any type of spill.

Maintenance of the hydrodynamic separator units will be performed using vacuum and/or pumping trucks. The use of a vacuum or pumping truck and hose will allow maintenance personnel to pump the unit while the truck is parked on a paved area, thereby not disturbing the adjacent areas.

The initial hydrodynamic separator unit is a CONTECH Hydrodynamic separator CDS unit. Based upon the size of the unit, approximately 15% of the total sediment capacity will be utilized per year. Therefore the unit should be cleaned each year, preferably in the spring. The cleaning and monitoring schedule may be adjusted based upon the accumulated sediment levels, but not less than once per year.

Disposal of materials removed from the hydrodynamic separator units should be performed by a Connecticut licensed waste management company and discharged to a Connecticut DEEP-approved location.

Pond Outlet Structure: Maintenance of this structure is critical as it is the only outlet that conveys stormwater off the premises and from the pond. Maintenance will include removing by hand shoveling of any visible accumulated sediment on a semi-annual basis. Excessive litter, vegetation, beaver dams, and debris should be removed and disposed of in an appropriate location. Riprap slopes or pads shall be inspected for condition and repaired or replaced as needed. Minor erosion shall be repaired and the area replanted.

Disposal of materials removed from the pond outlet structure should be performed by a Connecticut licensed waste management company and discharged to a Connecticut DEEP-approved location.

- (h) The use of the Common Elements is subject to the Bylaws and the Rules of the Association.



Section 9.3 – Limitations on Activities within Units or the Common Elements.

Activities within the Units and Common Elements are restricted by the following limitations. Because these limitations are neither use nor occupancy restrictions, they may be amended by the vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the Votes in the Association are allocated in accordance with Section 14.1 of this Declaration.

- (a) Trash. Trash may not be stored, either inside or outside of any building, in such a manner as to promote the spread of fire or vermin. No accumulation of trash, garbage, recyclable materials, rubbish, debris, or unsightly material shall be permitted inside or outside of any building, except in designated and approved trash storage containers. By Rule, the Association may provide additional restrictions, procedures, and requirements concerning the deposit, storage, and removal of trash, for the location of trash containers, and for administration of this provision.
- (b) Cleanliness. Each Unit Owner or occupant of a Unit shall keep the Unit in a good state of preservation and cleanliness. By Rule, the Association may provide additional standards concerning preservation and cleanliness of Units.
- (c) Smoking. Smoking, including but not limited to the smoking of all tobacco products, cigarettes, pipes, and cigars, is prohibited in the Common Elements of the Common Interest Community, including the Limited Common Elements. Smoking is also prohibited in the Units if the smoke can be smelled or otherwise detected in other Units or in the Common Elements.
- (d) Insects and Vermin. Each Unit Owner or occupant of a Unit shall keep the Unit free of insects and vermin, including, but not limited to, bedbugs. If insects or vermin are found in a Unit, the Unit Owner or occupant shall take whatever action is reasonably necessary to eliminate them and to prevent their return.
- (e) Bylaws and Rules. Activities within the Common Elements are subject to the Bylaws and the Rules of the Association.
- (f) Antennas. The Association may adopt Rules regulating and restricting the installation of antennas in the Common Interest Community. However, any such Rule, as it applies to the Units and Limited Common Elements may not exceed the limitations set by the Federal Communications Act.

Section 9.4 – Time-Sharing Prohibited. A Unit may not be conveyed pursuant to a time-sharing plan as defined under Chapter 734b of the Connecticut General Statutes.

Section 9.5 – Leasing Less Than an Entire Unit. A Unit Owner may not lease less than an entire Unit.

Section 9.6 – Limitations on Occupancy of Units by Non-Owners. The purchase of Units for investment purposes, *i.e.*, by a person or entity not intending to occupy the Unit is prohibited. Notwithstanding the foregoing, a nonresident family member or entity (*i.e.*, trust for a family member) may purchase up to one Unit for a person(s) who will reside in the Unit and who otherwise qualify for occupancy of the Unit under Section 9.1(j) of this Declaration.

Section 9.7 – Written Agreements Between Unit Owners and Tenants of Units. The Executive Board, after Notice and Comment, may adopt a Rule establishing a form of addendum to be executed by any Unit Owner who leases a Unit or otherwise grants exclusive possession of the Unit to another Person and by the tenant or other occupant of the Unit. The form of addendum may contain provisions which, in the opinion of the Executive Board, will help to ensure that the tenant or other occupant, as well as the Unit Owner, abides by the Community Documents. These provisions may include, but are not limited to:

- (a) A requirement that the Association be notified of the names, work addresses, telephone numbers, and motor vehicle information for all tenants and occupants;
- (b) A requirement that the Unit Owner furnish the tenant(s) and/or other occupant(s) with a copy of the Community Documents and an acknowledgment by the tenant(s) and/or other occupant(s) that they have received the copy;
- (c) An acknowledgment by the tenant(s) and/or other occupant(s) that they are aware that the Unit is located in the Common Interest Community and that they agree to be bound by the terms of the Community Documents as if these terms were contained in the lease of the Unit;
- (d) An agreement by the tenants and other occupants that the Association has all of the same enforcement powers against the tenant(s) and/or other occupant(s) as it has against the Unit Owner, including the power to fine after Notice and Hearing;
- (e) An agreement by the tenant(s) and/or other occupant(s) and the Unit Owner landlord that if the tenant(s) and/or other occupant(s) violates any of the provisions of the Community Documents, or the Act, the Association has the same power to bring a summary process action against them that the Unit Owner landlord has for a violation of the lease;
- (f) An agreement by the tenant(s) and/or other occupant(s) and the Unit Owner that they will be jointly and severally liable to the Association for any assessment against the Unit, including, but not limited to, fines, attorney's fees and costs, charges resulting from misconduct, and any other sums that may be due to the Association, as a result of the occupancy of the Unit by the tenant(s) and/or other occupant(s) or by their conduct or the conduct of the members of their household or their guests in the Common Interest Community;
- (g) An agreement that copies of any notice relating to occupancy of the Unit or the Common Interest Community by the tenant(s) and other occupant(s) which the Association gives may, at the Association's option, be given to both the Unit Owner and the tenant(s) and/or other occupant(s); and

- (h) An agreement by the Unit Owner landlord and the tenant(s) and/or other occupant(s) that the Association shall not be liable to any of them for any action it takes in good faith to enforce the terms of the Community Documents or the Act against the tenant(s) and/or other occupant(s) including, but not limited to, bringing a summary process action.

No later than the time the tenant(s) and/or other occupant(s) first occupy the Unit, the Unit Owner shall furnish the Association with a copy of the addendum, executed by the parties, together with any other documents and information which the addendum requires to be furnished to the Association.

#### ARTICLE X Easements and Licenses

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

#### ARTICLE XI Allocation and Reallocation of Limited Common Elements

##### Section 11.1 - Subsequent Allocation of Limited Common Elements.

- (a) The Declarant has reserved the Development Rights in Section 7.1 of this Declaration, to allocate certain Common elements as Limited Common Elements.
- (b) The Association may allocate certain Common Elements and Limited Common Elements in accordance with Section 11.2 of this Declaration.

##### Section 11.2 - Reallocation of Existing Limited Common Elements.

- (a) Except as otherwise provided in this Section 11.2, no Limited Common Element may be reallocated between units by an amendment to the Declaration.
- (b) Limited Common Elements may be reallocated between Units as part of the reallocation of the boundaries of adjoining Units pursuant to Article XIII of this Declaration.
- (c) The reallocation of Limited Common Elements between Units, as permitted by this Section shall be effected by an amendment to the Declaration executed by the Unit Owners between whose Units the reallocation is made. Such amendment shall require the written approval of all holders of Security Interests in the affected Units, which approval shall be attached to the amendment. The Persons executing the amendment shall provide an executed copy thereof to the Association which, if the amendment complies with the provisions of this Declaration and the Act, shall endorse its approval on the amendment and record it. The amendment shall contain words of conveyance between the Unit Owners and shall be recorded and indexed in the names of the parties and of the Common Interest Community. The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its

reasonable attorney's fees in connection with the review of the amendment, and for recording costs.

ARTICLE XII  
Additions, Alterations and Improvements

Section 12.1 - Additions, Alterations and Improvements to Units by Unit Owners.

A Unit Owner:

- (a) 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, provided such improvements or alterations conform to the requirements of the New Milford Zoning Regulations and all applicable Building Code(s);
- (b) One bedroom is the maximum number of bedrooms permitted in any Unit. Under no circumstances may a Unit Owner alter or modify a Unit so as to have more than one bedroom.

Section 12.2 – Additions, Alterations, and Improvements to or Affecting Common Elements by Unit Owners.

- (a) Unless permitted by the Executive Board as provided in Section 12.3 of this Declaration, a Unit Owner:
  - (i) May not make any improvements or alterations to the interior of the Unit that may impair the Structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community; and
  - (ii) May not make any addition, alteration, or improvement to, attach anything to or change the appearance of any portion of the Common Elements or the exterior appearance of any other portion of the Common Interest Community.
- (b) A Unit Owner or occupant of a Unit may make Structural or nonstructural changes to the Unit or to the Common Elements in order to accommodate the needs of handicapped individuals as required by the Federal Fair Housing Amendments Act of 1988. The plans for such changes shall first be submitted to the Executive Board for approval as to Structural integrity, safety, compliance with building and other codes, and consistency with the aesthetic integrity of the Common Interest Community. All exposed elements of such changes will be surfaced, painted, and trimmed in a manner consistent with surface materials, paint colors, and trim styles of the other Improvements.

Section 12.3 – Approval by Executive Board of Certain Additions, Alterations, and Improvements by Unit Owners.

- (a) A Unit Owner may submit a written request to the Executive Board for approval to do anything that is otherwise prohibited or regulated under Section 12.2 of this Declaration. The Executive Board shall answer any written request for such approval, after Notice and Hearing to the applicant, the owners of all Units located within one hundred (100) feet of the proposed improvement or alteration, and any other Unit Owner who, in the sole opinion of the Executive Board, may be especially impacted by the proposed improvement or alteration, within sixty (60) days after it receives the request. Failure to answer within such time, as it shall be extended by agreement of the applicant, shall be deemed to be a denial by the Executive Board of the proposed action.
- (b) In acting on any request made under Subsection 12.3(a), the Executive Board shall observe the requirements and limitations of all applicable laws, ordinances, and regulations, including, but not limited to the Federal Fair Housing Amendments Act of 1988.
- (c) The Executive Board may establish time limits and impose conditions on its approval of an application under Subsection 12.3(a). These may include, but are not limited to, the following:
  - (i) That the addition, alteration, or improvement be made by contractors holding particular licenses or certifications, having particular qualifications, or having specified levels of insurance coverage.
  - (ii) That, subject to the requirements of Subsection 12.4(a) of this Declaration, the Unit Owner obtain and pay for all necessary permits and other governmental approvals for the addition, alteration, or improvement.
  - (iii) That the work be done in a specified manner or only during specified times.
  - (iv) That the addition, alteration, or improvement be completed by a certain deadline.
  - (v) That the Unit Owner Maintain, Repair, and Replace the addition, alteration, or improvement or reimburse the Association for the costs of Maintenance, Repair, and Replacement.
  - (vi) That the approval and the conditions imposed on the approval be incorporated in a written agreement, signed on behalf of the Association and by the Unit Owner and recorded on the land records of each town in which any portion of the Common Interest Community is located.
- (i) The Association may require the Unit Owner to pay an application fee, at the time the application is made, at such later time as the Executive Board determines, or both, to reimburse the Association for its costs in considering and acting on the application including, but not limited to, recording charges and the reasonable fees of attorneys and design professionals.

- (ii) In the absence of a recorded agreement to the contrary, any addition, alteration, or improvement installed by a Unit Owner will be Maintained, Repaired, and Replaced by the Unit Owner at the expense of the Unit Owner. If the Unit Owner fails to Maintain, Repair, or Replace the addition, alteration, or improvement, the Association may, in addition to any other remedies available under the Community Documents or the Act, and after Notice and Hearing:
  - (i) Perform the needed Maintenance, Repair, or Replacement and assess the cost of the work against the Unit; or
  - (ii) Remove the addition, alteration, or improvement, restore the affected portions of the Property to their original condition and assess the cost of the restoration against the Unit.
- (iii) The Executive Board may grant approval for a type or class of modifications or installations by adopting a Rule, after Notice and Comment.
- (iv) The Executive Board may establish forms and procedures for the making and processing of applications under this Section.
- (v) Nothing in this Section shall be deemed to require the Executive Board to approve or disapprove any particular request. Neither shall the approval or disapproval of any prior request require the Executive Board to approve or disapprove any other request at a later date.

Section 12.4 – General Provisions Relating to Additions, Alterations, and Improvements by Unit Owners.

- (a) Any applications to any department or to any governmental authority for a permit to make any addition, alteration, or improvement to any Unit or to the Common Elements by a Unit Owner shall be executed by the Association only. Such execution shall not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor or material supplier on account of such addition, alteration, or improvement or to any Person having any claim for injury to person or damage to property arising therefrom.
- (b) No additions, alterations, and improvements to the Units and Common Elements that will materially increase the premiums of any insurance policies carried by the Association or by the owners of any other Units shall be made by any Unit Owner unless approved in writing by the Executive Board.
- (c) The provisions of Sections 12.1, 12.2, and 12.3 of this Declaration shall not apply to the Declarant in the exercise of any Special Declarant Right.

Section 12.5 – Additions, Alterations, and Improvements by Executive Board. Subject to the limitations of Sections 17.4 and 17.5 of this Declaration, the Executive Board may make any additions,

alterations, and improvements to the Common Elements, which, in its judgment, it deems necessary, appropriate, or useful.

### ARTICLE XIII

#### Relocation of Boundaries Between Adjoining Units

Section 13.1 – Application and Amendment. Subject to the approval, if any, required pursuant to Article XII of this Declaration, and any governmental approvals that may be required, including but not limited to the Town of New Milford Zoning Commission, the boundaries between adjoining Units may be relocated by an amendment to this Declaration on application to the Association by the owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocation. Unless the Executive Board determines, within thirty (30) days after receipt of the application, that the reallocations are unreasonable, or the Unit Owners have failed to obtain the required governmental approvals, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocation and indicates the Association's consent. The amendment shall be executed by those Unit Owners and contain words of conveyance between them, and the approval of the Association shall be endorsed thereon. Such amendment shall also require the written approval of all holders of Security Interests in the affected Units, which approval shall be attached to the amendment. On recording, the amendment shall be indexed in the names of the Unit Owners as grantor and grantee, and in the name of the Association and the Common Interest Community as grantee.

The applicants shall reimburse the Association for its reasonable costs incurred in the review and preparation of the amendment and any required Surveys or Plans including, but not limited to, the fees of architects, attorneys and other professionals engaged by the Association, and recording costs.

#### Section 13.2 – Surveys and Plans

The Association shall prepare and record Surveys or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

### ARTICLE XIV

#### Amendments to Declaration

#### Section 14.1 – Amendment –Generally.

- (a) Except as otherwise provided in the Act or in this Declaration, including the Survey and Plans, this Declaration may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the Votes in the Association are allocated.
- (b) Certain provisions of this Declaration which are mandated or limited by the Act or other applicable law may not be freely amended. Amendments to certain provisions may require corresponding amendments to other provisions of this Declaration or of other Community Documents. It is recommended that no amendment be made to this Declaration or to other Community Documents without the advice of knowledgeable counsel. It is intended that this recommendation not provide a basis for a new cause of

action against the Executive Board, although it may be relevant to the standard of care for the Executive Board.

Section 14.2 – When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act or this Declaration, including, but not limited to, Sections 13.1 and 14.4 of this Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units, or change the boundaries of any Unit or the Allocated Interests of any Unit in the absence of the unanimous consent of the Unit Owners.

Section 14.3 – Amendments Relating to Use and Occupancy.

- (a) By vote or agreement of Unit Owners of Units to which at least eighty percent (80%) of the Votes in the Association are allocated, Section 9.1 of the Declaration may be amended and other amendments to the Declaration may be adopted which prohibit or materially restrict the permitted uses or occupancy of a Unit or the number or other qualifications of Persons who may occupy Units or which alter any such existing prohibitions or material restrictions.
- (b) Amendments to the Declaration which impose or alter other limitations on activities within a Unit or the Common Elements, such as those provided in Sections 9.2 and 9.3 of this Declaration, may be adopted under the general amendment provisions set out in Section 14.1 of this Declaration.
- (c) Any amendment approved under this Section, must provide reasonable protection for a use or occupancy permitted at the time the amendment was adopted.

Section 14.4 – Amendments Creating or Extending Development Rights.

- (a) Provisions in this Declaration creating Development Rights or Special Declarant Rights that have not expired may not be amended without the consent of the Declarant.
- (b) Subject to the requirements of Subsection 14.4(a), the time limits within which reserved Development Rights and Special Declarant Rights must be exercised, 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 Unit Owners entitled to cast at least 80% of the Votes in the Association, including eighty percent (80%) 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. Notice of the proposed amendment to the Declaration must be delivered in writing to all Persons holding Development Rights or Security Interests in those rights. Notwithstanding the provisions of Section 14.8 of this Declaration, an amendment adopted under this Section 14.4 is effective thirty (30) days after the amendment is recorded and notice delivered unless any of the Persons entitled to notice under this Section records an objection on the land records of each town in which any portion of the Common Interest Community is located within the thirty (30) day period, in which case the amendment is void, or unless all of the Persons entitled to notice under this Section consent in writing at the time the amendment is recorded in which case the amendment is effective when recorded.



Section 14.5 – Other Amendments.

- (a) Amendments made by the Declarant in the exercise of its Development Rights shall be made in accordance with the provisions of Article VII of this Declaration.
- (b) Certain amendments relating to the allocation or reallocation of Limited Common Elements are governed by and shall be made in accordance with the provisions of Article XI of this Declaration.
- (c) Certain amendments relating to the relocation of boundaries between adjoining Units are governed by and shall be made in accordance with the provisions of Article XIII of this Declaration.

Section 14.6 – Notice to Unit Owners of Amendments to the Declaration.

Following the adoption of an amendment to this Declaration by the Association, the Association shall give all Unit Owners notice of its action and include with it a copy of such amendment.

Section 14.7 – Limitation on Challenges.

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

Section 14.8 – Recording and Execution of Amendments.

Every amendment to this Declaration shall be recorded on the land records of each town in which any portion of the Common Interest Community is located and is effective only on recording. An amendment, except an amendment pursuant to Article XIII of this Declaration, shall be indexed in the name of the Common Interest Community and the Association as grantees and in the name of the parties executing the amendment as grantors.

- (a) Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.
- (b) Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 14.9 – Consent of Holders of Security Interests.

Amendments are subject to the consent requirements of Article XVI of this Declaration.

ARTICLE XV  
Termination

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

ARTICLE XVI  
Mortgagee Protection

Section 16.1 – Introduction. This Article establishes certain standards and covenants for the benefit of the holders, insurers, and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Community Documents, but in the case of conflict, this Article shall control.

Section 16.2 – Supplemental Definitions. As used in this Article and elsewhere in this Declaration, the following terms shall have the following meanings:

- (a) “Eligible Insurer” shall mean an insurer or guarantor of a first Security Interest in a Unit that has notified the Association in writing, of its name and address, that it has insured or guaranteed such Security Interest, and the identification of the Unit on which it has insured or guaranteed such Security Interest. Such notice shall be deemed to include a request that the Association give the Eligible Insurer the notices and other rights described in this Article.
- (b) “Eligible Mortgagee” shall mean the holder of a first Security Interest in a Unit that has notified the Association in writing, of its name and address, that it holds a first Security Interest in a Unit, and the identification of the Unit on which it holds such Security Interest. Such notice shall be deemed to include a request that the Association notify the Eligible Mortgagee of any proposed action requiring the consent of a specified percentage of holders of first Security Interests and that the Eligible Mortgagee be given the other notices and rights described in in this Article.
- (c) “Material Adverse Action” shall mean any amendment to the Declaration or any action of the Executive Board or the Association that is of a material adverse nature to holders of first Security Interests in a Unit, including, but not limited to, any of the following:
  - (i) Abandonment, partition, subdivision, encumbrance, sale, or transfer of any Common Elements, other than the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements;
  - (iii) Any change in the procedures that protect the interest of a holder of a first Security Interest when handling any losses or proceeds from condemnation, destruction, or liquidation of all or part of the Common Interest Community, or from termination of the Common Interest Community;
  - (iv) Any change in the Unit Owner’s interest in or obligations to the Common Interest Community in order to levy assessments or charges, to allocate

distribution of homeowner's insurance proceeds or condemnation awards, or to determine Unit Owner's interest in the Common Elements;

- (v) Changes in the priority of liens for assessments made against the Units;
- (vi) Reductions in reserves for Maintenance, Repair, and Replacement of Common Elements (other than use of reserves for the purpose for which the reserve as established);
- (vii) Responsibility for Maintenance, Repair, and Replacement of the Common Elements;
- (viii) Reallocations of interests in the Common Elements or rights to their use, except reallocation made under Article XI of this Declaration;
- (ix) Redefinition of any Unit boundaries (except that when only boundaries between adjoining Units are involved, then only the approval of the Unit Owners of such Units and the holders of all Security Interests in such Units is required);
- (x) Conversion of Units into Common Elements or of Common Elements into Units;
- (xi) Expansion or contraction of the Common Interest Community, or the addition, annexation, or withdrawal of property to or from the Common Interest Community, except pursuant to the exercise of Development Rights or as otherwise provided in this Declaration;
- (xii) Imposition of any restrictions on the leasing or rental of Units;
- (xiv) Imposition of any restrictions on a Unit Owner's right to sell or transfer a Unit; and
- (xv) Any action to terminate the Common Interest Community or use of insurance proceeds for any purpose other than to rebuild.

Notwithstanding the foregoing, no amendment or action that is taken pursuant to the exercise of Development Rights shall constitute a Material Adverse Action.

#### Section 16.3 – Consent Required.

- (a) No Material Adverse Action may be taken by the Association or by the Executive Board or shall be effective until approved by Eligible Mortgagees holding Security Interests in more than fifty percent (50%) of the Units that are subject to Security Interests held by Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing consents do not apply to the exercise of any Development Right.
- (b) The approval or consent of any Person holding a Security Interest in a Unit of any Material Adverse Action shall be deemed granted if a refusal to consent in a record is not

received by the Association within sixty (60) days after the Association delivers notice of the proposition requiring consent to the holder of the Security Interest or mails the notice to such holder by certified mail, return receipt requested. The Association may rely on the last-recorded Security Interest of record in delivering or mailing notice to the holder of such Security Interest.

- (c) Unless otherwise expressly provided, wherever in this Declaration the request, approval or consent of a specified percentage of holders of Security Interests on Units is required, it shall mean the request, approval, or consent of holders of first Security Interests in Units which, in the aggregate, have allocated to them such specified percentage of Votes in the Association when compared to the total allocated to all Units then subject to first Security Interests.

#### Section 16.4 – Notice of Certain Actions or Events.

The Association shall give prompt written notice by certified mail, return receipt requested, or by any express or courier service that produces a receipt, to each Eligible Mortgagee and Eligible Insurer, and each Unit Owner hereby consents to and authorizes such notice, of the following:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community (for this purpose material includes a condemnation or property loss greater than ten percent (10%) of the annual Common Expense budget) or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;
- (b) Any delinquency or default in the payment of Common Expense Assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- (d) Any proposed action which would require the consent of a specified percentage of holders of first Security Interests on Units.

#### Section 16.5 – Development Rights.

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

#### Section 16.6 – Other Mortgagee Rights.

- (a) The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours on the same terms as Unit Owners.

- (b) A majority of the holders of first Security Interests on Units may require professional management of the Common Interest Community.

Section 16.7 – Financial Statements.

- (a) The Association shall provide any Eligible Mortgagee or Eligible Insurer, which submits a written request, with a copy of the most recently available annual financial statement of the Association.
- (b) If so requested by a majority of the holders of first Security Interests on Units, the Association shall have its financial records audited.

Section 16.8 – Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

Section 16.9 – Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

ARTICLE XVII

Assessment and Collection of Common Expenses

Section 17.1 - Apportionment of Common Expenses. Except as provided in Section 17.2 of this Declaration, all Common Expenses shall be assessed against all Units in accordance with their share of the Common Expenses as shown on Schedule A-2 of this Declaration.

Section 17.2 - Common Expenses Attributable to Fewer than all Units.

- (a) Any increase in insurance premiums attributable to a particular Unit or Units by virtue of the occupancy of, activities in or construction of the Unit or Units shall be assessed against that Unit or Units.
- (b) Fees, charges, late charges, fines, and interest charged against a Unit Owner or the occupant of a Unit pursuant to the Community Documents and the Act are enforceable as Common Expense Assessments against the Unit or Units owned by such Unit Owner.
- (c) 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 another Unit or the Common Elements including, but not limited to, gaining entry to the Unit in order to correct such condition, pursuant to Section 6.4 of this Declaration, the Association may assess that expense against the Unit Owner and the Unit, following Notice and Hearing to the affected Unit Owner.
- (d) 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 or occupancy 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.

- (e) Notwithstanding the provisions of Subsection 21.2(b) of this Declaration, if any Common Expense is caused by the willful misconduct, failure to comply with a written maintenance standard promulgated by the Association, or gross negligence of any Unit Owner or tenant or a guest or invitee of a Unit Owner or tenant, the Association may, after Notice and Hearing, assess the portion of that Common Expense in excess of any insurance proceeds received by the Association under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against that Unit Owner's Unit.
- (f) Any charges assessed against a Unit in connection with additions, alterations, or improvements applied for or approved under Section 12.3 of this Declaration.
- (g) Portions of the cost of restoring Units allocated to individual Units under the provisions of Subsection 21.2(b) of this Declaration shall be assessed against the Unit or Units to which they are allocated.
- (h) The Association may, from time to time, provide services to individual Units, their Unit Owners or their occupants at the request of or with the authorization of the Unit Owner. These services may be provided pursuant to a schedule of services and charges established by the Association or they may be provided on an ad hoc basis. Unless the Association is required to provide such services to all Units by the Community Documents or the Act, or does provide such services to all Units pursuant to a policy or resolution adopted by the Executive Board, the Common Expenses for such services shall be assessed against the Unit to which the service was provided or to whose Unit Owner or occupant the service was provided.
- (i) Meal services, cleaning services, and the services of home health aides provided by the Association to Unit Owners and occupants of a Unit will be billed to the Unit in accordance with a fee schedule established by the Association from time to time.
- (j) All reasonable attorney's fees and costs incurred by the Association in collecting past due common charges, assessments and other sums due from a Unit Owner, with or without the commencement of a foreclosure action or other legal proceedings, or incurred in representing the Association in any foreclosure actions brought against a Unit Owner in which the Association is named as a defendant, shall be added to and included in the amount due to the Association from the Unit Owner as a Common Expense.
- (k) All reasonable attorney's fees and costs incurred by the Association in enforcing the provisions of the Declaration, the Bylaws, and the Rules or any applicable law, ordinance, or regulation relating to the Common Interest Community against a Unit Owner or a tenant or other occupant of a Unit, with or without the commencement of

litigation, arbitration, mediation, administrative proceedings, or hearings before the Executive Board, may be assessed against the Unit and its Unit Owner as a Common Expense:

- (i) by the Executive Board after Notice and Hearing; or
- (ii) as awarded by a court or arbitration.

Section 17.3 - Liens and Lien Foreclosures.

- (a) The Association has a statutory lien on a Unit to the maximum extent, for the maximum amount, and with the maximum priority permitted by the Act and other applicable law from time to time.
- (b) This Section does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association.
- (c) This Section does not prohibit actions against Unit Owners to recover sums for which the Association has a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (d) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.
- (e) Subject to the provisions of Subsection 17.3(f), the Association's lien may be foreclosed in like manner as a mortgage on real property.
- (f) The Association may not commence an action to foreclose a lien on a Unit under this Section unless:
  - (i) The Unit Owner, at the time the action is commenced, owes a sum equal to at least two (2) months of Common Expense assessments based on the periodic budget last adopted by the Association pursuant to Section 17.4 of this Declaration;
  - (ii) The Association has made a demand for payment in a written or electronic communication as required by the Act;
  - (iii) The Executive Board has either voted to commence a foreclosure action specifically against that Unit or has adopted a standard policy that provides for foreclosure against that Unit; and
  - (iv) The Association has complied with any other provisions of the Act relating to the commencement of an action to foreclose its lien.

- (g) 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 52-504 of the Connecticut General Statutes to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 17.4 of this Declaration.
- (h) 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.
- (i) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due or in such other order as the Executive Board may determine, notwithstanding any designation or other indication from the Unit Owner as to how the payment is to be applied.
- (j) Every aspect of a foreclosure, sale, or other disposition under this Section, including the method, advertising, time, date, place, and terms, shall be commercially reasonable.

#### Section 17.4 - Budget Adoption Rejection, and Approval.

(a) The Executive Board, at least annually, shall adopt a proposed budget for the Common Interest Community for consideration by the Unit Owners.

(b) Not later than thirty (30) days after the adoption of a proposed budget, the Executive Board shall provide to all Unit Owners a summary of the budget, including a statement of the amount of any reserves, and a statement of the basis on which such reserves are calculated and funded. Simultaneously, the Executive Board shall set a date not less than ten (10) days or more than sixty (60) days after providing the summary for either a meeting of the Unit Owners or a vote by ballot without a meeting to consider approval of the budget. If, at that meeting or in the vote by ballot without a meeting, Unit Owners holding a majority of all of the Votes in the Association vote to reject the budget, the budget is rejected; otherwise the budget is approved. The absence of a quorum at such meeting or participation in the vote by ballot without a meeting shall not affect rejection or approval of the budget. If a proposed budget is rejected, the budget last approved by the Unit Owners continues until Unit Owners approve a subsequent budget.

#### Section 17.5 - Adoption, Rejections and Approval of Special Assessments.

(a) The Executive Board, at any time, may propose a Special Assessment.

(b) Not later than thirty (30) days after adoption of a proposed Special Assessment, the Executive Board shall provide to all Unit Owners a summary of the Special Assessment. If such Special



Assessment, together with all other Special Assessments, including emergency Special Assessments, proposed by the Executive Board in the same calendar year, do not exceed fifteen percent (15%) of the Association's last adopted periodic budget for that calendar year, the Special Assessment is effective without approval of the Unit Owners. Otherwise, the Executive Board shall set a date not less than ten (10) days or more than sixty (60) days after providing the summary for either a meeting of the Unit Owners or a vote by ballot without a meeting to consider approval of the Special Assessment. If, at such meeting or in the balloting, Unit Owners holding a majority of all of the Votes in the Association vote to reject the Special Assessment, the Special Assessment shall be rejected; otherwise the Special Assessment shall be approved. The absence of a quorum at such meeting or participating in the vote by ballot without a meeting shall not affect the rejection or approval of the Special Assessment.

(c) Special Assessments as proposed by the Executive Board may be payable in installments, may be payable over periods in excess of one (1) year and may provide for lump sum prepayment at a discount. If a special assessment is adopted to repay a loan to the Association, the assessment resolution may provide for the adjustment of the assessment when and if the loan payments are adjusted in accordance with the terms of the loan.

(d) Notwithstanding the provisions of Subsection 17.5(b), if the Executive Board determines by a two-thirds (2/3) vote that a Special Assessment is necessary to respond to an emergency:

(i) the Special Assessment becomes effective immediately in accordance with the terms of the vote;

(ii) notice of the Special Assessment must be provided promptly to all Unit Owners; and

(iii) the Executive Board may spend the funds paid on account of the Special Assessment only for the purposes described in the vote.

**Section 17.6 - Certificate of Payment of Common Expense Assessments.** The Association on request made electronically or in writing shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid Common Expense 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. The Executive Board may, from time to time, establish a fee for the preparation of the statement.

**Section 17.7 - Payment of Common Expenses.** All Common Expenses assessed under Section 17.4 shall be due and payable monthly unless the resolution adopting the assessment provides for some other schedule of payment. All other Common Expenses shall be due and payable on the first day of the month following the month in which they are assessed or charged unless other payment terms are established by the Executive Board in the resolution adopting the assessment.

**Section 17.8 - Acceleration of Common Expense Assessments.** In the event of default by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit for a period of ten (10) days after the payment is due, the Executive Board may, after Notice and Hearing, require all unpaid assessments for the pertinent fiscal year to be immediately due and payable and, at a later date, to reverse such a requirement.

Section 17.9- Commencement of Common Expense Assessments. Common Expense Assessments shall begin on the first day of the month following the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 17.10 - No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 17.11 - Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense Assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

### ARTICLE XVIII

#### Association Borrowing and Assignment of Future Income

Section 18.1 - Notice of Proposed Borrowing. At least fourteen (14) days before the closing of any loan to the Association, the Executive Board shall:

(a) disclose in a Record to all Unit Owners the amount and terms of the loan and the estimated effect of such loan on any Common Expense Assessment, and (b) afford the Unit Owners a reasonable opportunity to submit comments in a Record to the Executive Board with respect to such loan.

Section 18.2 - Approval of Assignment of Future Income. The Association may borrow money and assign its right to future income as security for a loan only provided:

- (a) The loan transaction and the assignment have been approved by the Executive Board;
- (b) Unit Owners holding a majority of all of the Votes in the Association vote in favor of or agree to the assignment; and
- (c) The Association has complied with the requirements of Section 18.1 of this Declaration.

### ARTICLE XIX

#### Persons and Units Subject to Documents

Section 19.1 - Compliance with Community Documents. All Unit Owners, tenants, holders of Security Interests, and occupants of Units shall comply with the Community Documents. The acceptance of a deed or mortgage or the exercise of any incident of ownership, or the entering into a lease, or the entering into occupancy of a Unit constitutes agreement that the provisions of the Community Documents are accepted and ratified by such Unit Owner or other Person and shall bind any Person having at any time any interest or estate in such Unit.

Section 19.2 - Compliance with Laws. All Unit Owners, tenants, holders of Security Interests, and occupants of Units shall comply with all laws, ordinances, and governmental regulations applicable to the Common Interest Community or the activities of Persons within the Common Interest Community.

Section 19.3 - Adoption of Rules.

- (a) The Executive Board may adopt and amend Rules only after Notice and Comment.
- (b) Rules concerning the Common Elements, including Limited Common Elements, may regulate any conduct, condition, or activity, including use and occupancy.
- (c) Rules concerning the Units may regulate any conduct, condition, or activity that is not use and occupancy.
- (d) Rules concerning the Units may also regulate the use and occupancy of a Unit only to the extent permitted by Subsection 9.1(f) of this Declaration.
- (e) The Executive Board may not adopt a Rule which contravenes an express provision of this Declaration or a right reasonably inferable from an express provision of this Declaration, but the Executive Board may adopt a Rule implementing, refining, or applying an express provision of this Declaration so long as such Rule does not contravene an express provision of this Declaration or a right reasonably inferable therefrom.

Section 19.4 - Notice to the Unit Owners of Changes to Rules. Following the adoption, amendment, or repeal of a Rule, the Association shall give all Unit Owners notice of its action and include with it a copy of any new or amended Rule.

Section 19.5 - Limitation on Challenges. No action to challenge the validity of any adoption, amendment, or repeal of a Rule adopted may be brought more than one (1) year after the date that notice of the amendment was given to the Unit Owners.

Section 19.6 - Certification of Rules. Amendments to the Rules that have been duly adopted shall be prepared and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 19.7 - Recording of Rules. The Rules and all amendments to the Rules may be recorded on the land records of the town in which the Common Interest Community is located. The Rules are not part of the Declaration and are not to be considered to be title documents. If the Rules are recorded, they shall not be considered a muniment of title, additional encumbrances, or covenants affecting land.

Section 19.8 - Abatement and Enjoinment of Violations by Unit Owners. The violation or breach of any provision of the Community Documents shall give the Association the right, after Notice and Hearing except in case of an emergency, in addition to any other rights set forth in this Declaration:

- (a) To enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any Improvement, thing, or condition (except for additions or alterations of a permanent nature that may exist therein) that creates a danger to the Common Elements or other Units contrary to the intent and meaning of the provisions of the Community Documents, and the Association shall not thereby be deemed liable for any manner of trespass;

- (b) To bring appropriate legal proceedings, either at law or in equity, to enjoin, abate, or remedy the continuance of any such breach; or
- (c) To bring appropriate legal proceedings, either at law or in equity, for specific performance of the Community Documents.

Section 19.9 – Suspension of Privileges for Non-Payment or Breach.

- (a) If a Unit Owner fails to pay any Common Expense Assessment, the Executive Board, after Notice and Hearing, may suspend any right or privilege of the Unit Owner and all occupants of the Unit, except as provided in Subsection 19.9(c), until such assessment is paid.
- (b) If a Unit Owner or occupant of the Unit violates or breaches any provision of the Community Documents, the Executive Board, after Notice and Hearing, may suspend any right or privilege of the Unit Owner and all occupants of the Unit, except as provided in Subsection 19.9(c), for a period not to exceed the longer of thirty (30) days or until the breach is cured.
- (c) The suspension of any right or privilege under this Section:
  - (i) Shall not deny a Unit Owner or other occupant of a Unit access to the Unit or the Limited Common Elements appurtenant to the Unit;
  - (ii) Shall not suspend a Unit Owner's right to vote or participate in meetings of the Association;
  - (iii) Shall not prevent a Unit Owner from seeking election as a Director or officer of the Association;
  - (iv) Shall not permit the Association to withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety, or property of any Person;
  - (v) Shall not take effect until ten (10) days after the Executive Board notifies the Unit Owner of its decision to suspend the use of the Common Elements; and
  - (vi) Shall not apply to the Declarant in the exercise of any Special Declarant Right.

ARTICLE XX  
Insurance

Section 20.1 - Coverage. The Association shall obtain and maintain insurance coverage required by this Article to the extent such coverage is reasonably available. If it is not and the Executive Board determines that any insurance described in this Article will not be maintained, the Association shall cause notice of that fact to be given to all Unit Owners, Eligible Mortgagees, and Eligible Insurers.

Section 20.2 - Property Insurance.

- (a) Property insurance will cover:
- (i) The project facilities (which term means all buildings on the Property, including the Units and, except to the extent provided in Subsection 20.2(a)(ii), all fixtures, equipment, improvements and betterments, including improvements and betterments installed by Unit Owners, whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the undersurface of the lowest basement floors, underground pilings, piers, pipes, flues, and drains and other items normally excluded from property policies.
  - (ii) Instead of providing property insurance covering all betterments and improvements, the Association may elect to insure only those betterments and improvements set out on a standard schedule, in which case the Association shall:
    - (A) Prepare and maintain a schedule of the standard fixtures, improvements, and betterments in the Units, including any standard wall, floor, and ceiling coverings covered by the Association's insurance policy;
    - (B) Provide such schedule at least annually to the Unit Owners in order to enable Unit Owners to coordinate their homeowners insurance coverage with the coverage afforded by the Association's insurance policy; and
    - (C) Include such schedule in any resale certificate prepared pursuant to Section 47-270 of the Act.
  - (iii) All personal property owned by the Association.
- (b) Property insurance shall be for the following amounts:
- (i) The project facilities for full replacement; and
  - (ii) Personal property owned by the Association for an amount equal to its actual cash value.
- (c) The deductible may not exceed ten thousand dollars (\$10,000.00) per occurrence. This maximum deductible amount shall be increased by the percentage increase, if any, in the value of the "Index" (as defined in Subsection 47-213(a) of the Act) as of the first day of July following the first anniversary of the recording of this Declaration and any subsequent first day of July over the value of the Index as of the end of the calendar year in which this Declaration is recorded, provided that, the percentage change shall be rounded to the nearest whole percentage point and no adjustment shall be made until the percentage increase is at least ten percent (10%) and any percentage of change in excess of a multiple of ten percent (10%) shall be disregarded so that the maximum deductible

amount shall increase only in multiples of ten percent (10%). The Index shall be revised as provided in Subsection 47-213(c) of the Act, provided, however, if property insurance is reasonably available only with larger minimum deductibles, deductibles that apply on a basis other than per occurrence, or both, the Association may purchase insurance with such deductibles.

- (d) The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing the replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.
- (e) The insurance shall afford protection against all risks of direct physical loss commonly insured against and such other perils as the Executive Board deems it appropriate to cover.
- (f) Insurance policies required by this Section shall provide all of the following.
  - (i) The insurer waives its right to subrogation under the policy against any Unit Owner or member of the Unit Owner's household.
  - (ii) No act or omission by any Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
  - (iii) 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.
  - (iv) The loss shall be adjusted with the Association.
  - (v) 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.
  - (vi) 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.
  - (vii) The insured shall be: "LAUREL RIDGE Owners Association, Inc., for the use and benefit of the individual Unit Owners.

Section 20.3 -- Flood Insurance. Flood insurance as required by the National Flood Insurance Act if:

- (a) the Property is located in a flood hazard area as defined in such act; and

- (b) the Unit Owners vote to direct the Association to purchase the insurance.

**Section 20.4 – Liability Insurance.** 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.

Insurance policies carried pursuant to this Section shall provide all of the following:

- (a) Each Unit Owner is an insured Person under the policy with respect to liability arising out of the Unit Owner's 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 the Unit Owner's household.
- (c) No act or omission by any Unit Owner, unless acting within the scope of the Unit Owner's 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.
- (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.

**Section 20.5 – Fidelity Insurance.** Fidelity insurance shall be obtained for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The insurance policy shall name the Association as the insured and shall cover the maximum funds that will be in the custody of the Association or the Manager at any time while the policy is in force and in no event less than the sum of three (3) months' assessments plus reserve funds. 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.

**Section 20.6 – Unit Owner Policies.**

- (a) Other Insurance. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for their own benefit.
- (b) Notice to Unit Owners. At least once in each calendar year and any time the deductible under the Association's property insurance policy is changed, the Association shall give

notice to each Unit Owner of the need to obtain individual coverage for restoration costs that may be allocated against the individual Units under the provisions of Subsection 21.2(b) of the Declaration. However, the failure of the Association to furnish such notice shall not create any liability on the part of the Association or prevent it in any way from making the allocations provided for in that Subsection.

Section 20.7 – Workers’ Compensation Insurance. The Executive Board shall obtain and maintain workers’ compensation insurance to meet the requirements of the laws of the State of Connecticut.

Section 20.8 – Directors’ and Officers’ Liability Insurance. The Executive Board shall obtain and maintain directors’ and officers’ liability insurance, if available, covering all of the Directors and officers of the Association as well as other individuals typically covered under such policies. The insurance shall, as far as reasonably available, include such coverage as is necessary to satisfy the Association’s duty of indemnification to its officers and Directors.

Section 20.9 – Other Insurance. The Association may carry such other insurance as the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 20.10 – Premiums. Insurance premiums for insurance carried by the Association shall be a Common Expense.

Section 20.11 – Compliance with Insurance Requirements. No Unit Owner, tenant, holder of a Security Interest, or occupant of a Unit shall do or suffer to be done any action in the Common Interest Community, shall allow any condition to exist in the Common Interest Community, or shall bring or suffer to be brought any article or substance 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, after Notice and Comment, the Executive Board may designate and regulate or prohibit particular actions, conditions, articles, and substances which violate or may violate the provisions of this Section.

## ARTICLE XXI

### Damage To Or Destruction of Property

#### Section 21.1 - Restoration.

- (a) Any portion of the Property for which insurance is required under Section 47-255 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, which is Damaged or Destroyed shall be restored promptly by the Association unless:
  - (i) The Common Interest Community is terminated;
  - (ii) Restoration would be illegal under any state or local statute or ordinance governing health or safety; or



- (iii) Eighty percent (80%) of the Unit Owners, including every Unit Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.
- (b) The Association, acting through the Executive Board, and not the Unit Owner or Unit Owners of affected Units, shall have the exclusive authority to select, contract with, direct, retain, and replace all contractors and vendors for all activities to restore any portion of the Property that has been Damaged or Destroyed for which funds of the Association or insurance proceeds payable to the Association are used or to be used.

Section 21.2 - Cost.

- (a) Except as provided in Subsection 21.2(b), the cost of restoring Damage or Destruction in excess of insurance proceeds shall be a Common Expense assessed against all Units under Section 17.1.
- (b) The cost of restoring Damage or Destruction in excess of insurance proceeds to the extent of the application of a deductible up to the limits set out in Subsection 20.2(c), shall be a Common Expense, allocated as follows:
  - (i) If the restoration is entirely to the Common Elements, such excess shall be assessed against all Units under Section 17.1.
  - (ii) If the restoration is entirely to a single Unit, such excess shall be assessed against the affected Unit only, under Subsection 17.2(j).
  - (iii) In all other cases, such 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 restoration of each of the affected Units and Common Elements bears to the total cost of restoration of 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 restorations or on estimates prepared by an adjuster or construction estimator engaged by the company issuing the property insurance coverage required under Section 20.2 or engaged by the Association. The portion of the excess allocated to an affected Unit under this Subsection 21.2(b)(iii) shall be assessed against the Unit under Subsection 17.2(j). The portion of the excess allocated to the Common Elements shall be assessed as a Common Expense against all Units under Section 17.1.
- (c) Nothing in this Section 21.2 shall limit the Association's ability to assess the Unit or the Unit Owner for Common Expenses caused by willful misconduct, failure to comply with a written maintenance standard, or gross negligence to the maximum amount permitted under Subsection 17.2(h) of this Declaration.

Section 21.3 - Plans. The Property that must be restored shall be restored to its original condition, subject to changes in building codes and other applicable laws and regulations and to the availability of building components and materials and in accordance with either the original Plans and

specifications, if available, or other plans and specifications which have been approved by the Executive Board, Unit Owners holding a majority of all of the Votes in the Association, including the Unit Owners of every Unit for which the plans and specifications are proposed to be changed, and more than fifty percent (50%) of Eligible Mortgagees.

Section 21.4 - Restoration of Less Than the Entire Property. If all of the Property is not to be restored by the Association:

- (a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community;
- (b) Except to the extent that other Persons will be distributees:
  - (i) The insurance proceeds attributable to Units and Limited Common Elements that are not restored shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and
  - (ii) The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units.
- (c) If the Unit Owners vote not to restore any Unit, that Unit's Allocated Interests are automatically reallocated on the vote as if the Unit had been condemned under Subsection 47-206(c) Act, and the Association shall promptly prepare, execute, and record an amendment to this Declaration reflecting the reallocations.

Section 21.5 - Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Association, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 21.1, the proceeds shall be disbursed first for the restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely restored, or the Common Interest Community is terminated.

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

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

Section 23.7 - Certificates by Attorneys. If payments are to be made to Unit Owners, holders of Security Interests, 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 town in which any portion of the Common Interest Community is located from

the date of the recording of the original Declaration stating the names of the Unit Owners, holders of Security Interests, and other lien holders.

## ARTICLE XXII

### Rights To Notice And Comment and to Notice And Hearing

Section 22.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Community Documents require that an action be taken after Notice and Comment, and at any other time the Executive Board determines it is in the interest of the Association to do so, the Association shall give notice to the Unit Owners at least ten (10) days before the date on which the Executive Board will act. The notice shall include:

- (a) A statement that the Executive Board is considering an amendment to the Bylaws or the Rules or other action;
- (b) A copy of the text of the proposed amendment, addition, or deletion; and
- (c) The date on which the Executive Board will act on the proposal after considering comments from the Unit Owners.

### Section 22.2 - Notice and Hearing – Generally.

- (a) The procedures set out in this Section 22.2 shall be followed:
  - (i) Whenever the Community Documents require that an action be taken after Notice and Hearing; and
  - (ii) Before the Association brings an action or institutes a proceeding against a Unit Owner other than a Declarant, except if the action is brought to prevent immediate or irreparable harm or to foreclose a lien for an assessment attributable to a Unit or fines imposed against a Unit Owner.
- (b) The hearing must be held during a regular or special meeting of Executive Board.
- (c) Not less than ten (10) business days prior to the hearing, the Association shall send written notice of the hearing to the Unit Owner, and to any other parties the Association considers appropriate.
  - (i) The notice shall be sent to the affected Unit Owner by certified mail, return receipt requested, and by regular mail.
  - (ii) The notice shall be sent to any other parties in any manner permitted by the Bylaws.
  - (iii) The notice given under this Subsection 22.2(c) shall be in addition to any other notice of the meeting of the Executive Board required to be given by Association.

- (d) The notice shall include the following:
  - (i) The date, time, and place of the hearing;
  - (ii) A description of the alleged violation or the nature of the claim against the Unit Owner;
  - (iii) Instructions as to how the Unit Owner can participate in the hearing and present the Unit Owner's position; and
  - (iv) An explanation of the consequences of not participating in the hearing.
- (e) At the hearing, the Unit Owner shall have the right, personally or through a representative, to present information orally, in writing, or both, subject to reasonable rules of procedure established by the Executive Board to assure a prompt and orderly resolution of the issues. The Executive Board may also receive information from anyone else who, in the opinion of the Executive Board, will assist it in making a decision. The hearing shall not be conducted as a formal trial. All information presented shall be considered in making a decision but shall not bind the decision makers.
- (f) The Executive Board shall make its decision and send notice of its decision within thirty (30) days after the conclusion of the hearing. Notice of the decision shall be sent to the Unit Owner by certified mail, return receipt requested, and by regular mail.

Section 22.3 – Notice and Hearing – On the Request of a Unit Owner.

- (a) Any Unit Owner, other than the Declarant, seeking to enforce a right granted or obligation imposed by the Act or the Community Documents against the Association or another Unit Owner other than the Declarant, may submit a written request to the Association for a hearing. The request shall include:
  - (i) A statement of the nature of the claim being made;
  - (ii) The names of the party or parties against whom the claim is being made; and
  - (iii) A reference to the provision or provisions of the Act or of the Community Documents on which the claim is based.
- (b) Not later than thirty (30) days after the Association receives such request, it shall schedule a hearing to be held during a regular or special meeting of the Executive Board. The meeting must be held not more than forty-five (45) days after the Association receives the request.
- (c) Not less than ten (10) business days prior to the hearing, the Association shall send written notice of the hearing to the Unit Owner who requested the hearing, to any Unit Owner against whom a claim is being made, and to any other parties the Executive Board considers appropriate.

- (i) The notice shall be sent to the Unit Owner requesting the hearing and to any Unit Owner against whom a claim is being made by certified mail, return receipt requested and by regular mail.
  - (ii) The notice shall be sent to any other parties in any manner permitted by the Bylaws.
  - (iii) The notice given under this subsection shall be in addition to any other notice of the meeting of the Executive Board required to be given by the Community Documents or by applicable law.
- (d) The notice shall include the following:
- (i) The date, time, and place of the hearing;
  - (ii) A copy of the request received by the Association under Subsection 22.3(a) above; and
  - (iii) If the notice is sent to anyone other than the Unit Owner who requested the hearing, it shall also include copies of any other material submitted to the Association by the Unit Owner requesting the hearing in connection with the request.
- (e) At the hearing, the Unit Owner requesting the hearing and the Unit Owner, if any, against whom the claim is made shall have the right, personally or through a representative, to present information orally, in writing, or both, subject to reasonable rules of procedure established by the Executive Board to assure a prompt and orderly resolution of the issues. The Executive Board may also receive information from anyone else which, in the opinion of the Executive Board, will assist it in making a decision. The hearing shall not be conducted as a formal trial. All information presented shall be considered in making a decision but shall not bind the decision makers.
- (f) The Executive Board shall make its decision and send notice of its decision within thirty (30) days after the conclusion of the hearing to the Unit Owner requesting the hearing and any Unit Owner against whom a claim is being made by certified mail, return receipt requested, and by regular mail.

ARTICLE XXIII  
Executive Board

Section 23.1 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board acts only pursuant to the procedures set out in the Declaration, the Bylaws, the Association's certificate of incorporation, and the Act. The activities of the Association are administered by its officers and designated agents in performing their authorized functions. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include, but not be limited to, the power to do the following:

- (a) Except as limited by Subsection 23.2(d), shall adopt and may amend Bylaws, and may adopt and amend Rules;
- (b) Shall adopt and may amend budgets, may adopt and amend Special Assessments, and may invest funds of the Association;
- (c) May collect assessments for Common Expenses from Unit Owners;
- (d) May hire and discharge managing agents;
- (e) May hire and discharge employees, agents other than managing agents, and independent contractors;
- (f) May institute, defend, or intervene in litigation or in arbitration, mediation, or administrative proceedings in its own name on behalf of itself or two (2) or more Unit Owners on matters affecting the Common Interest Community, subject to the limitations placed on the Association's authority to institute and maintain proceedings alleging construction defects set out in Section 47-261f of the Act;
- (g) May make contracts and incur liabilities;
- (h) May regulate the use, Maintenance, Repair, Replacement, and modification of Common Elements;
- (i) May cause additional improvements to be made as a part of the Common Elements;
- (j) May acquire, hold, encumber, and convey in its own name any right, title, or interest to real property or personal property, but the Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 47-254 of the Act;
- (k) May grant easements through or over the Common Elements, for any period of time including permanent easements;
- (l) May grant leases, licenses, and concessions through or over the Common Elements provided that they are either:
  - (i) For a term of no more than one (1) year; or
  - (ii) For a term of more than one (1) year if the lease, license, or concession does not materially interfere with the use and enjoyment of the Property by the Unit Owners.

The grant of any other lease, license, or concession through or over the Common Elements must be approved by both the Executive Board and by a majority of the Votes cast at a meeting of the Unit Owners at which a quorum is present.

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- (m) May impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements, other than Limited Common Elements described in Subsections 47-221(2) and (4) of the Act, and for services provided to Unit Owners;
- (n) May impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, the Bylaws, and the Rules of the Association;
- (o) May impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 47-270 of the Act, or statements of unpaid assessments;
- (p) May provide for the indemnification of its officers and Directors and maintain directors' and officers' liability insurance;
- (q) Subject to Subsection 47-261e(e) of the Act and Article XVIII of the Declaration, may assign its right to future income, including the right to receive Common Expense Assessments;
- (r) May exercise any other powers conferred by this Declaration or the Bylaws;
- (s) May exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (t) May exercise any other powers necessary and proper for the governance and operation of the Association;
- (u) May require, by regulation, that disputes between the Executive Board and Unit Owners or between two (2) or more Unit Owners regarding the Common Interest Community must be submitted to nonbinding alternative dispute resolution in the manner described in the regulation as a prerequisite to commencement of a judicial proceeding;
- (v) Subject to the limitations set out in Subsection 19.9(c), may suspend any right or privilege of a Unit Owner who fails to pay an assessment;
- (w) By resolution, establish one (1) or more committees that are composed only of incumbent Directors, which committees may be authorized to exercise the power of the Executive Board to the extent specified by the Executive Board in the resolution establishing such committee. All such committees must maintain and publish notice of their actions to the Executive Board and otherwise comply with applicable provisions of the Bylaws; and
- (x) By resolution, establish one (1) or more committees that are not authorized to exercise the power of the Executive Board that are composed of such individuals as may be specified in the resolution establishing such committee. All such committees must maintain and publish notice of their actions to Unit Owners and the Executive Board and otherwise comply with applicable provisions of the Bylaws.

Section 23.2 – Executive Board Limitations.

The Executive Board may not act on behalf of the Association:

- (a) To amend this Declaration;
- (b) To terminate the Common Interest Community;
- (c) To elect Directors, except that the Executive Board may fill vacancies in its membership until the next meeting at which Directors are elected; or
- (d) To determine the qualifications, powers and duties, or terms of office of Directors.

Section 23.3 – Board Discretion.

- (a) In addition to any other discretion the Executive Board has under applicable law, the Executive Board may determine whether to take enforcement action by exercising the Association's power to impose sanctions, by commencing an action for a violation of the Community Documents, or by commencing or defending any other action or proceeding relating to the rights, powers, or obligations of the Association, which may include a determination of whether to compromise any claim for unpaid assessments or other claim made by or against the Association. The Executive Board does not have a duty to take enforcement or other action if it determines that, under the facts and circumstances presented:
  - (i) The Association's legal position does not justify taking any or further action;
  - (ii) The covenant, restriction, or Rule being enforced is, or is likely to be construed as, inconsistent with law;
  - (iii) Although a violation may exist or have occurred, it is not so material as to be objectionable to a reasonable Person or to justify expending the Association's resources; or
  - (iv) It is not in the Association's best interests to take enforcement action.
- (b) The Executive Board's decision under Subsection 23.3(a) not to take action under one (1) set of circumstances does not prevent the Executive Board from taking action under another set of circumstances, except that the Executive Board may not be arbitrary or capricious in taking enforcement action.

ARTICLE XXIV  
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 payable in accordance with Section 47-206 of the Act.



### Miscellaneous

Section 25.1 - 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 Community Documents nor the intent of any provision thereof.

Section 25.2 - Number and Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Community Documents so require.

**Section 25.3 - Waiver.** No provision contained in the Community Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**Section 25.4 - Invalidity.** The invalidity of any provision of the Community Documents does not impair or affect in any manner the validity, enforceability, or effect of the remainder, and in such event, all of the other provisions of the Community Documents shall continue in full force and effect.

In Witness Whereof, the undersigned has caused this instrument to be executed on July 13, 2015.

Signed, Sealed and Delivered  
in the presence of:

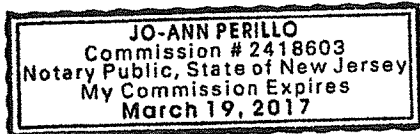
~~Laurel Hill, LLC~~

By:

~~Michael A. Alfieri~~  
~~Manager/Member~~

[illegible]

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of July, 2015, by Michael A. Alfieri, Manager/Member of Lynx at Laurel Hill, LLC, a New Jersey limited liability company, on behalf of said limited liability company.



**Notary Public**

**My Commission Expires:**

March 19, 2017

SCHEDULE A-1  
DESCRIPTION OF LAND

Beginning at a point on the Southerly Right of Way line of U.S. Route 7 and the Northeasterly corner of lands belonging Now or Formerly to Richard J. and Christine A. Hamed as recorded in deed Volume 571 page 347; Thence along the Southerly Right Of Way line of said U.S. Route 7 the following two courses N89°17'32"E 181.76', S89°01'46"E 120.00' to a point on the Northwesterly corner of lands belonging Now or Formerly to Christopher Mathews as recorded in deed Volume 825 page 57; Thence along the Westerly and Southerly lines of lands belonging to said Mathews the following six courses S05°32'20"W 248.71', S38°33'03"E 68.68', S86°56'50"E 259.81', S44°51'01"E 67.50', S86°56'51"E 214.59', N05°51'21"W 132.47' to a point on the Westerly line of lands belonging Now or Formerly to Lynx At Laurel Hill, LLC as recorded in deed Volume 1089 page 378; Thence along the Westerly line of lands belonging to said Lynx At Laurel Hill, LLC S23°20'21"E 447.14' to a point on the Northerly line of lands belonging Now or Formerly to Kimberly Clark Corporation as recorded in deed Volume 455 page 536; Thence along the Northerly lines of lands belonging to said Kimberly Clark Corporation the following two courses S66°50'38"W 559.93', N53°19'47"W 516.71' to a point on the Northeasterly corner of lands belonging Now or Formerly to Weantinoge Heritage Land Trust, Inc. as recorded in deed Volume 938 page 428; Thence along the Northerly line of lands belonging to said Weantinoge Heritage Land Trust, Inc. N40°57'25"W 322.38' to a point on the Southeasterly corner of lands belonging to said Hamed; Thence along the Easterly line of lands belonging to said Hamed N22°49'10"E 348.35' to the point or place of beginning.

Said parcel containing 11.57 +/- acres.

Subject to:

Easement in favor of The Connecticut Light and Power Company dated April 14, 1959 and recorded in Volume 118 at Page 420 of the New Milford Land Records.

State of Connecticut Department of Transportation Bureau of Highways Permit dated May 5, 1988 and recorded in Volume 389 at Page 299 of the New Milford Land Records.

Easement in favor of The Connecticut Light and Power Company dated June 21, 1988 and recorded in Volume 392 at Page 827 of the New Milford Land Records.

Rights of ways and easement in favor of Iroquois Gas Transmission System, L.P., dated January 4, 1991, and recorded in Volume 431 at Page 449, 497, and 502 of the New Milford Land Records.

Declaration of Restrictive Covenants recorded in Volume 566 Page 152, corrected by Declaration of Restrictive Covenants dated September 23, 1997 and recorded in Volume 566 Page 283, and further corrected by Declaration of Restrictive Covenants dated October 10, 1997 and recorded in Volume 567 Page 427, all of the New Milford Land Records.

Declaration of Inland Wetlands and Watercourses by Triple 3 Builders, LLC dated June 5, 2007 and recorded in Volume 942 Page 985 of the New Milford Land Records.

**SCHEDULE A-1**  
**DESCRIPTION OF LAND**

Sanitary Well Radius Protection Easements in favor of United Water Connection, Inc. (now known as Aquarion Water Company), dated October 27, 2008 and recorded in Volume 976 at Page 342 of said Land Records.

Electric Distribution Easement in favor of The Connecticut Light and Power Company, dated June 30, 2009 and recorded in Volume 991 Page 271 of said Land Records.

Water Service Line Easement in favor of Christopher Mathews dated April 8, 2011 and recorded in Volume 1031 Page 501 of said Records.

Nonexclusive Installation and Service Agreement between Charter Communications Entertainment I, LLC and Triple 3 Builders, LLC, dated March 1, 2012 and recorded in Volume 1057 at Page 202 of said Land Records.

Declaration of Pond Drainage Easement and Maintenance Agreement and Emergency Access Easement dated July 2, 2015 and recorded in Volume 1113 at Page 648 of said Land Records.

Water Utility Easement dated July 2, 2015 and recorded in Volume 1113 at Page 654 of said Land Records.

SCHEDULE A-2  
TABLE OF INTERESTS

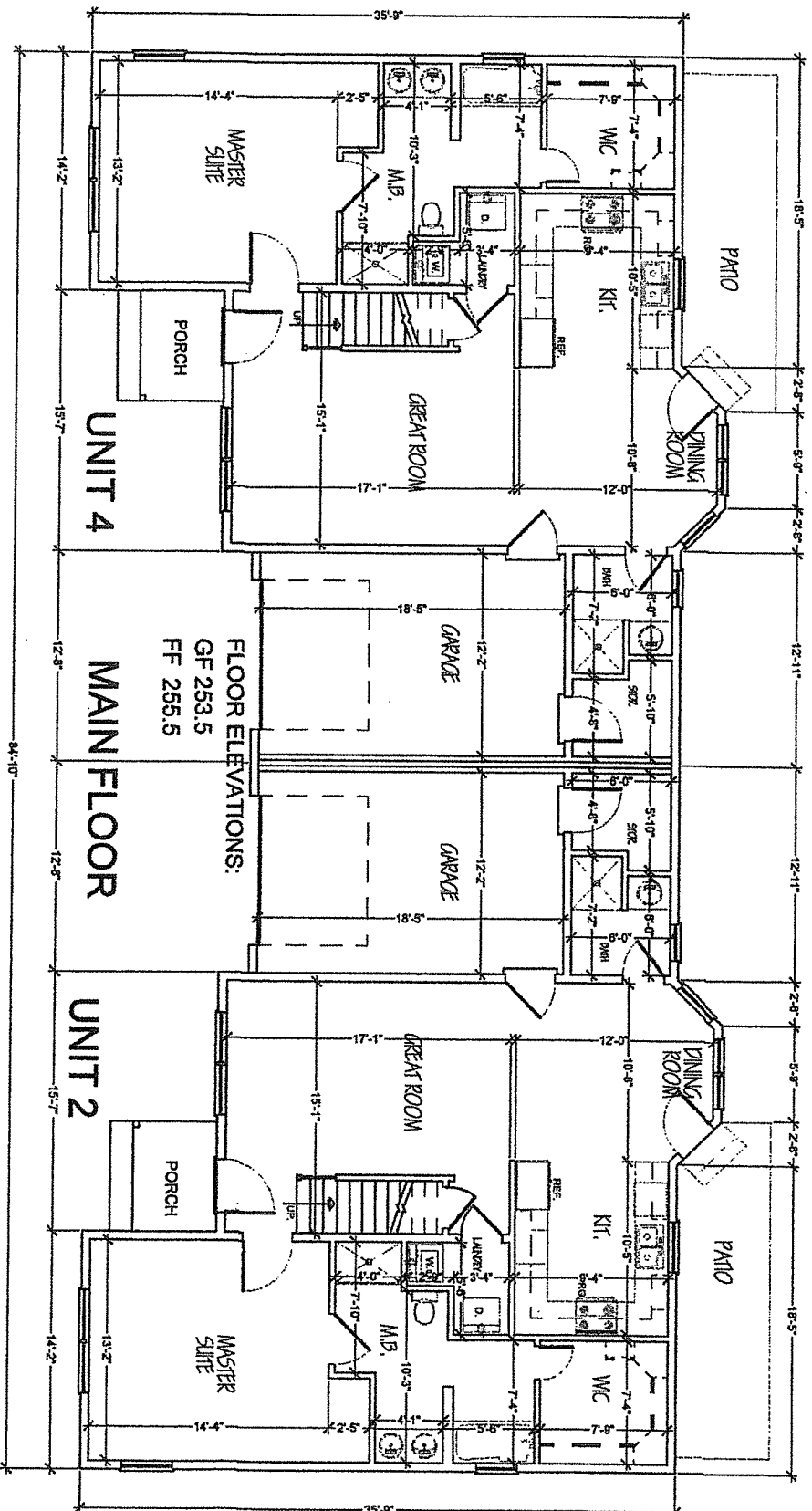
<u>Unit Number</u>	<u>Share of Common Elements</u>	<u>Share of Common Expenses</u>	<u>Vote in the Affairs of the Association</u>
1	25%	25%	1
3	25%	25%	1
6	25%	25%	1
8	25%	25%	1
 TOTALS:	 100%	 100%	

NOTE: This table applies to the community when only Phase 1 is completed and its Units have been created. As additional buildings are completed and their Units created, the Percentage Interests will change. Please consult the most current Schedule A-2 for the current Percentage Interests.

SCHEDULE A-3  
SURVEY

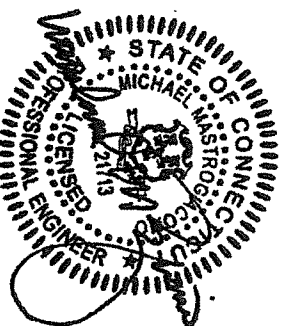
Survey entitled "DATA ACCUMULATION PLAN Schedule A-3 to Declaration LAUREL RIDGE, 319 Kent Road U.S. Route 7 New Milford, Connecticut" dated 07-10-15, Scale 1" = 40' by CCA LLC 40 Old New Milford Road Brookfield CT 06804 and recorded contemporaneously herewith in the Land Records of the Town of New Milford (reduced copy, not to scale, attached for informational purposes only).

SCHEDULE A-4  
**LAUREL RIDGE**  
 319 KENT ROAD, U.S. ROUTE 7  
 NEW MILFORD, CONNECTICUT

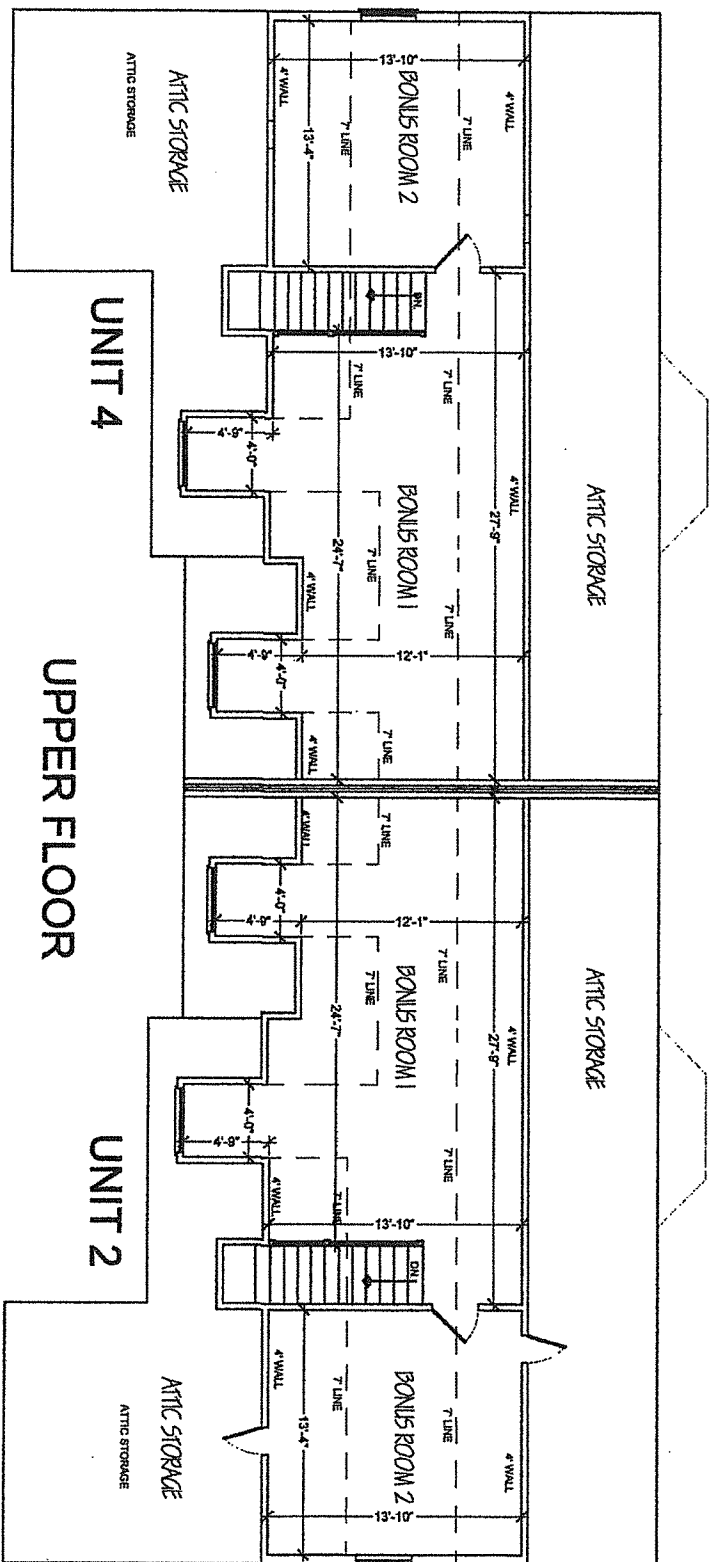


The undersigned hereby certifies that these plans contain all the information required of plans by section 47-228 of the Connecticut Common Interest Ownership Act.

Michael Mastrogiacomo, P.E., Engineer  
 Connecticut License No. 21713

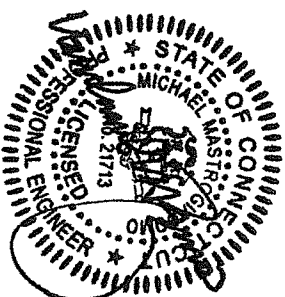


SCHEDULE A-4  
**LAUREL RIDGE**  
 319 KENT ROAD, U.S. ROUTE 7  
 NEW MILFORD, CONNECTICUT

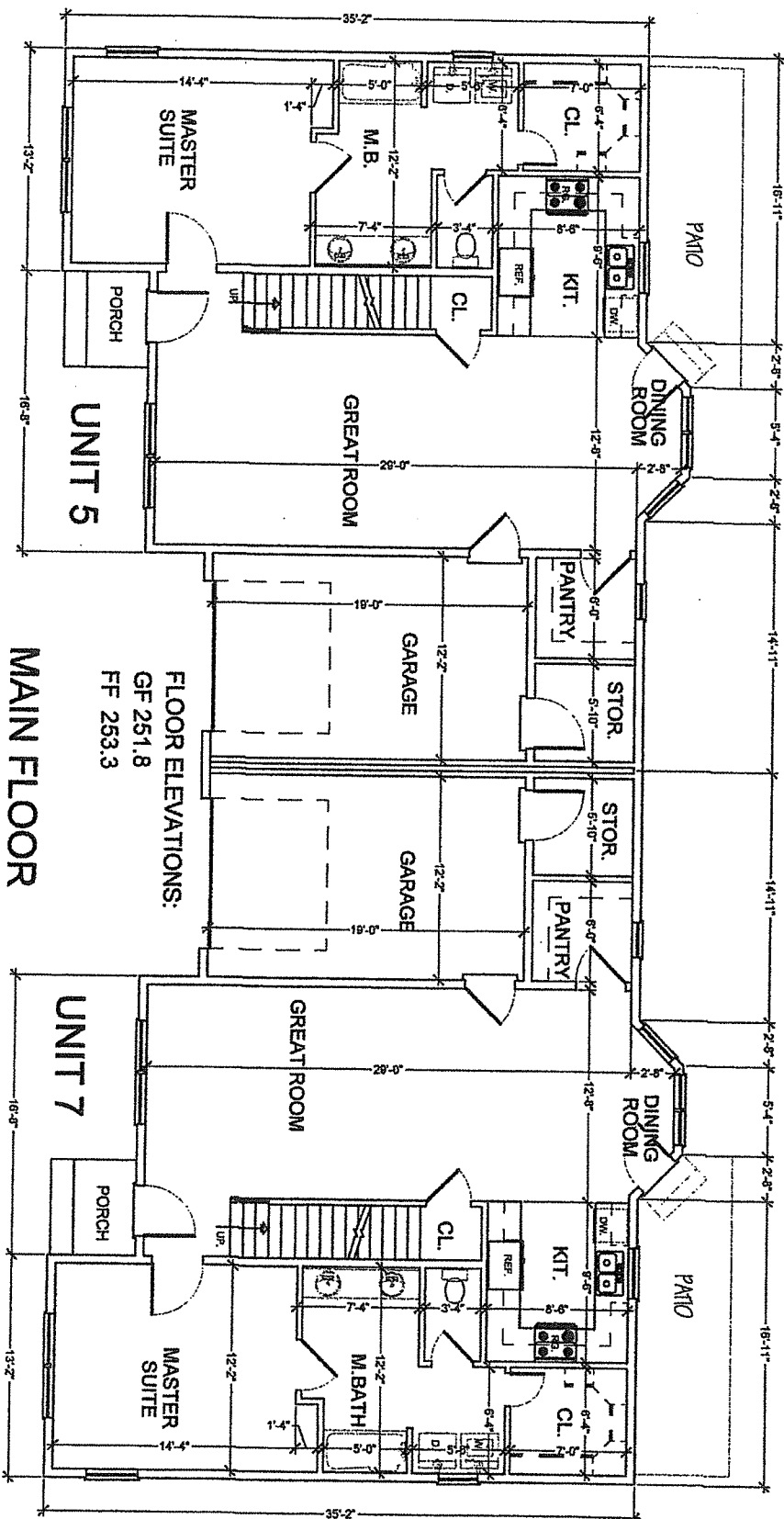


The undersigned hereby certifies that these plans contain all the information required of plans by section 47-228 of the Connecticut Common Interest Ownership Act.

Michael Mastrogiacom, PE, Engineer  
 Connecticut License No. 21713

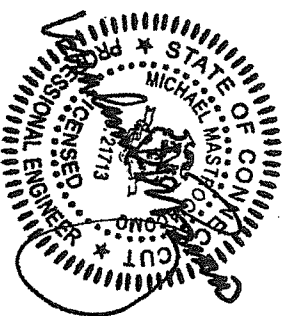


SCHEDULE A-4  
**LAUREL RIDGE**  
 319 KENT ROAD, U.S. ROUTE 7  
 NEW MILFORD, CONNECTICUT



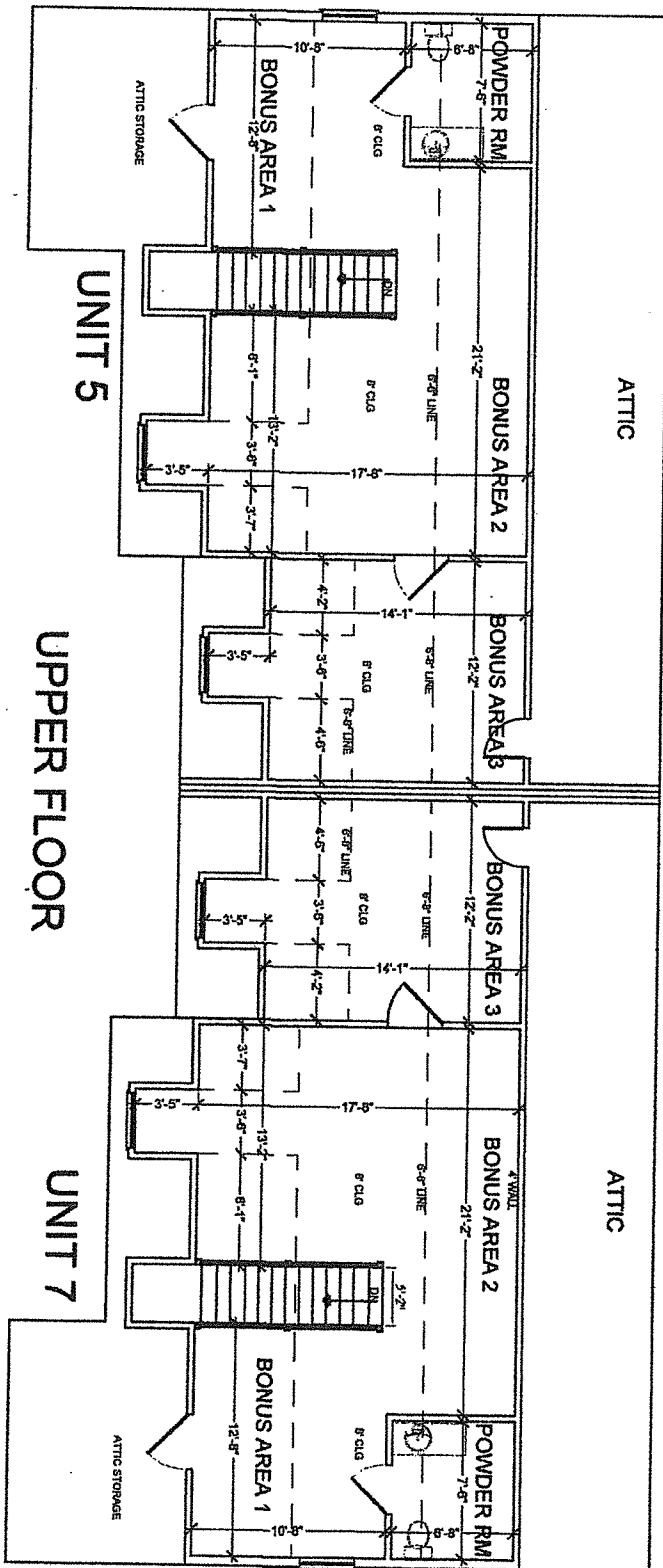
The undersigned hereby certifies that these plans contain all the information required of plans by section 47-228 of the Connecticut Common Interest Ownership Act.

Michael Mastrogiacomo, PE, Engineer  
 Connecticut License No. 21713



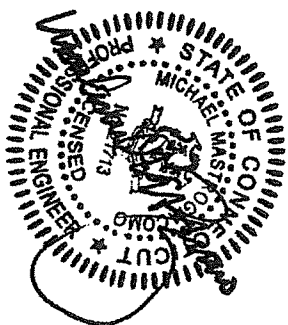


SCHEDULE A-4  
**LAUREL RIDGE**  
 319 KENT ROAD, U.S. ROUTE 7  
 NEW MILFORD, CONNECTICUT



The undersigned hereby certifies that these plans contain all the information required of plans by section 47-228 of the Connecticut Common Interest Ownership Act.

Michael Mastrogiacom, PE, Engineer  
 Connecticut License No. 21713



## SCHEDULE A-5

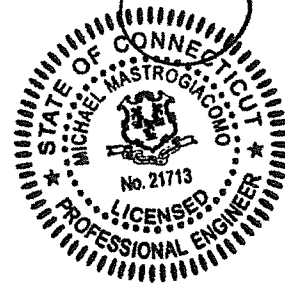
# CERTIFICATE OF COMPLETION

The undersigned hereby certifies as follow:

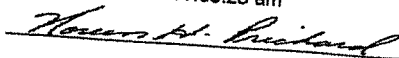
1. That to the best of my knowledge, information and belief of the undersigned, all structural components of the buildings containing the units 2&4 and the units 5&7 in Laurel Ridge are substantially complete in accordance with the survey entitled "DATA ACCUMULATION PLAN Schedule A-3 to Declaration LAUREL RIDGE, 319 Kent Road U.S. Route 7, New Milford, Connecticut" dated 07-10-15, scale 1"=40' by CCA LLC 40 Old New Milford Road, Brookfield, Ct 06804 and recorded contemporaneously herewith in the Land Records of the Town of New Milford and the plans attached as Schedule A-4 to the Declaration as filed herewith.
2. That this certificate is made pursuant to the provisions of Connecticut General Statutes, section 47-220 (b) of the Common Interest Ownership Act.

Dated: July 10, 2015

  
Michael Mastrogioacomo, P.E. Engineer  
State of Connecticut License No. 21713



Received for Record at New Milford, CT  
On 07/16/2015 At 11:35:25 am



PUBLIC OFFERING STATEMENT

LAUREL RIDGE

July 16, 2015

SPECIFIC STATUTORY INFORMATION REQUIRED FOR  
ALL COMMON INTEREST COMMUNITIES

This section is only an overview of the Specific Statutory Information required for all Common Interest Communities. You are advised to read all Exhibits carefully as they are an integral part of the Public Offering Statement.

ANY INFORMATION, DATA, OR REPRESENTATION DIFFERENT FROM THE STATEMENTS SET FORTH IN THIS PUBLIC OFFERING STATEMENT MUST NOT BE RELIED UPON. NO PERSON HAS BEEN AUTHORIZED BY DECLARANT TO MAKE ANY REPRESENTATION OR STATEMENT AT VARIANCE WITH THOSE CONTAINED IN THIS PUBLIC OFFERING STATEMENT.

PUBLIC OFFERING STATEMENT  
LAUREL RIDGE

1. (a) Declarant: LYNX AT LAUREL HILL LLC

(b) Name, Address and Type of Common Interest Community:

LAUREL RIDGE  
319 Kent Road  
New Milford, Connecticut

LAUREL RIDGE is a condominium. In a condominium, a unit owner owns a separate unit as described and defined in the Declaration of Laurel Ridge which is included as part of this public offering statement (see Exhibit A, the "Declaration"). All portions of the Common Interest Community other than units are known as common elements. In a condominium, all of the common elements are owned in common by all of the unit owners. Ownership of a unit carries with it three interests: an undivided percentage or fractional ownership of the common elements as allocated to the unit in the Declaration, an obligation to pay a percentage or fractional share of all common expenses of the Common Interest Community, as stated in the Declaration, and a vote in the association of unit owners. In addition, use of some portions of the common elements is limited to one or more units. These are called limited common elements and are described in the Declaration.

2. (a) Description of the Common Interest Community: LAUREL RIDGE lies on a tract of land of approximately 11.57 acres, more or less located on the southerly side of U.S. Route 7, also known as Kent Road in New Milford, Connecticut.

(b) Types and Number of Buildings and Amenities: The Common Interest Community contains two two-story residential buildings, each containing two one-bedroom Units. Each building has wood framing, vinyl siding and asphalt shingle roof.

(c) Schedule of Commencement and Completion of Buildings and Amenities:

The two buildings are structurally substantially completed.

The driveway within the Common Interest Community is a private driveway which has not been and is not proposed to be accepted by the Town of New Milford. The cost of maintenance of the driveway, including but not limited to snow removal, is to be paid by the Association.

The Common Interest Community will consist of up to twenty-eight Units declared in up to thirteen phases. No schedule has been established, and Declarant need not create any Units after the first phase.

There are no recreational buildings within Laurel Ridge and no recreational buildings are anticipated.

The Units are serviced by septic system and wells. Each Unit will be separately metered for water and electricity.

Construction has commenced and is anticipated to be completed within two years. Declarant discloses that this anticipated schedule may not be met.

3. Number of Units: LAUREL RIDGE, as described in the attached Declaration, will initially contain four Units. Ultimately, there may be up to twenty-eight Units.

4. Documents: The following documents are attached to this Public Offering Statement and are incorporated by reference:

(a) Declaration: The Declaration is attached as Exhibit A. The Description of Land, Table of Interests, Survey and Plans and Engineer's or Architect's Certificate of Completion are attached to the Declaration as Schedules A-1, A-2, A-3, A-4, and A-5, respectively.

(b) Recorded covenants, conditions, restrictions or reservations created by Declarant (copies attached as Exhibit B):

Declaration of Pond Drainage Easement and Maintenance Agreement and Emergency Access Easement dated July 2, 2015 and recorded in Volume 1113 at Page 648 of said Land Records.

Water Utility Easement dated July 2, 2015 and recorded in Volume 1113 at Page 654 of said Land Records.

(c) Bylaws: The Laurel Ridge Owners Association, Inc. Bylaws are attached as Exhibit C.

(d) Certificate of Incorporation: A copy of the Certificate of Incorporation of Laurel Ridge Owners Association, Inc. is attached as Exhibit D.

(e) Rules: The Rules of Laurel Ridge Owners Association, Inc. are attached as Exhibit E. Exhibit E also includes the designation of and requirements for high-risk components and conditions that have been adopted by the Association.

(f) Deed: The form deed to be delivered to the purchaser is attached as Exhibit F. It will be executed by the Declarant and dated as of the date of the closing. It will contain the designated Unit number appearing on the purchaser's sales contract.

(g) Contracts and leases to be signed by the purchasers at closing are as follows: There are no leases or contracts to be executed by the purchaser at closing, however, purchasers will be required to sign a Purchaser Affidavit in form attached as Exhibit G, at the time of closing. The purpose of this document is primarily to confirm compliance with the age-restriction requirements of Laurel Ridge and the prohibition against purchases for investment.

(h) Contracts or leases that will or may be subject to cancellation by Association: The Declarant has chosen Consolidated Management Group, Inc., to provide management services for the Common Interest Community. The contract with Consolidated Management Group, Inc. calls for a payment of \$400 per month as a management fee until 15 Units are declared, increasing by \$27 per month per Unit thereafter until 28 Units are declared, at which time the management fee will be \$750 per month. It is for a term of one year with either party having the right to cancel on sixty (60) days' notice. A copy of the management agreement is attached as Exhibit H. Since it has been entered into before the executive board that is elected by all unit owners takes office, under CIOA, it would, in all events, be subject to cancellation by the Association without penalty on 90 days' notice to the other party.

5. Projected Association budget: The projected budget for one year after the first conveyance to a purchaser, based on the assumption that all Units declared in the first phase are occupied for all or most of the budget year, is attached as Exhibit I.

The projected budget was prepared by the Declarant with the assistance of Consolidated Management Group, Inc., the Community Association Manager chosen by the Declarant. The budget is based on a 100% occupancy rate and the estimates are in current 2015 dollars unadjusted for possible inflation.

6. Services not reflected in the budget: The Declarant is not providing any services or paying any expenses with regard to the Common Interest Community as described in the Declaration that it anticipates to be Common Expenses of the Association at any subsequent time. However, the Declarant is paying the expenses attributable to the real property subject to Development Rights. Upon the exercise, expiration or termination of the Development Rights, the expenses in connection with such real property will become a liability of the Association or the individual Owners. Also, if the water system is not taken over by Aquarion Water Company, the expenses of a certified operator of the water system will become a liability of the Association.

7. Initial or special fees: Declarant will collect from each purchaser, at closing, a working capital contribution in an amount equal to two months of Common Expense assessments pursuant to the initial budget. If the Declarant has paid the working capital contribution to the Association, the purchaser shall reimburse the Declarant for this amount. This fund will be held by the Declarant in escrow at passbook interest until a majority of the Executive Board elected by the Unit Owners takes office, at which time it will be paid over to the Association to capitalize the operating funds of the Association.

8. Liens, defects or encumbrances: Title to the Property and each Unit is subject to the following:

(a) Taxes due the Town of New Milford, 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) Public improvement assessments, and/or any unpaid installments thereof due to the Town of New Milford.

(c) Riparian rights of others in and to a pond located on the property.

(d) Easement in favor of The Connecticut Light and Power Company dated April 14, 1959 and recorded in Volume 118 at Page 420 of the New Milford Land Records.

(e) State of Connecticut Department of Transportation Bureau of Highways Permit dated May 5, 1988 and recorded in Volume 389 at Page 299 of the New Milford Land Records.

(f) Easement in favor of The Connecticut Light and Power Company dated June 21, 1988 and recorded in Volume 392 at Page 827 of the New Milford Land Records.

(g) Rights of ways and easement in favor of Iroquois Gas Transmission System, L.P., dated January 4, 1991, and recorded in Volume 431 at Page 449, 497, and 502 of the New Milford Land Records.

(e) Declaration of Restrictive Covenants recorded in Volume 566 Page 152, corrected by Declaration of Restrictive Covenants dated September 23, 1997 and recorded in Volume 566 Page 283, and further corrected by Declaration of Restrictive Covenants dated October 10, 1997 and recorded in Volume 567 Page 427, all of the New Milford Land Records.

(f) Declaration of Inland Wetlands and Watercourses by Triple 3 Builders, LLC dated June 5, 2007 and recorded in Volume 942 Page 985 of the New Milford Land Records.

(g) Sanitary Well Radius Protection Easements in favor of United Water Connection, Inc. (now known as Aquarion Water Company), dated October 27, 2008 and recorded in Volume 976 at Page 342 of said Land Records.

(h) Electric Distribution Easement in favor of The Connecticut Light and Power Company, dated June 30, 2009 and recorded in Volume 991 Page 271 of said Land Records.

(i) Water Service Line Easement in favor of Christopher Mathews dated April 8, 2011 and recorded in Volume 1031 Page 501 of said Records.

(j) Nonexclusive Installation and Service Agreement between Charter Communications Entertainment I, LLC and Triple 3 Builders, LLC, dated March 1, 2012 and recorded in Volume 1057 at Page 202 of said Land Records.

(k) Declaration of Pond Drainage Easement and Maintenance Agreement and Emergency Access Easement dated July 2, 2015 and recorded in Volume 1113 at Page 648 of said Land Records.

(l) Water Utility Easement dated July 2, 2015 and recorded in Volume 1113 at Page 654 of said Land Records.

(m) 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 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.

(n) Declarant's right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community 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.

9. Financing offered or arranged by Declarant: None.

10. Terms and Significant Limitations on Warranties Provided by Declarant.

Statutory Warranties: There are two sets of warranties that are imposed by Connecticut law that are applicable to units at this Common Interest Community: (a) the statutory warranties provided under CIOA and (b) warranties provided under Chapter 828 of the Connecticut General Statutes, New Home Warranties.

(a) CIOA Warranties are contained in Sections 47-274 through 47-277 of the Connecticut General Statutes as follows:

I. 47-274. Express warranties of quality.

(a) Express warranties made by any seller to a purchaser of a unit, if relied on by the purchaser, are created as follows:

(1) Any affirmation of fact or promise which relates to the unit, its use, or rights appurtenant thereto, area improvements to the common interest community that would directly benefit the unit, or the right to use or have the benefit of facilities not located in the common interest community, creates an express warranty that the unit, area improvements and related rights and uses will conform to the affirmation or promise;

(2) Any model or description of the physical characteristics of the common interest community, including plans and specifications of or for improvements, creates an express warranty that the common interest community will substantially conform to the model or description;

(3) Any description of the quantity or extent of the real property comprising the common interest community, including surveys, creates an express warranty that the common interest community will conform to the description, subject to customary tolerances; and

(4) A provision that a purchaser may put a unit only to a specified use is an express warranty that the specified use is lawful.

(b) Neither formal words, such as "warranty" or "guarantee", nor a specific intention to make a warranty, are necessary to create an express warranty of quality, but a statement purporting to be merely an opinion or commendation of the real property or its value does not create a warranty.

(c) Any conveyance of a unit transfers to the purchaser all express warranties of quality made by previous sellers only to the extent such a conveyance would transfer warranties pursuant to chapter 827.

II. 47-275. Implied Warranties of Quality.

(a) A declarant warrants to a purchaser that a unit will be in at least as good condition at the earlier of the time of the conveyance or delivery of possession as it was at the time of contracting, reasonable wear and tear excepted.

(b) A declarant impliedly warrants to a purchaser that a unit and the common elements in the common interest community are suitable for the ordinary uses of real property of its type and that any improvements made or contracted for by him, or made by any person before the creation of the common interest community, will be: (1) Free from defective materials; and (2) constructed in accordance with applicable law, according to sound engineering and construction standards, and in a workmanlike manner.

(c) In addition, a declarant warrants to a purchaser of a unit that may be used for residential use that an existing use, continuation of which is contemplated by the parties, does not violate applicable law at the earlier of the time of conveyance or delivery of possession.

(d) Warranties imposed by this section may be excluded or modified as specified in section 47-276.



(e) For purposes of this section, improvements made or contracted for by an affiliate of a declarant are made or contracted for by the declarant.

(f) Any conveyance of a unit transfers to the purchaser all of the declarant's implied warranties of quality only to the extent such a conveyance would transfer warranties pursuant to chapter 827.

(g) The warranties provided to a purchaser by a declarant pursuant to this section with respect to common elements shall also extend to the association.

### III. Exclusion or Modification of Implied Warranties of Quality.

(a) Except as limited by subsection (b) of this section with respect to a purchaser of a unit that may be used for residential use, implied warranties of quality: (1) May be excluded or modified by agreement of the parties; and (2) are excluded by expression of disclaimer, such as "as is", "with all faults", or other language that in common understanding calls the purchaser's attention to the exclusion of warranties.

(b) With respect to a purchaser of a unit that may be occupied for residential use, no general disclaimer of implied warranties of quality is effective, but a declarant may disclaim liability in an instrument signed by the purchaser for a specified defect or class of defects or specified failure to comply with applicable law, if the defect or failure entered into and became a part of the basis of the bargain.

### IV. Section 47-277. Action for Breach of Warranties. Statute of Limitations.

(a) Unless a period of limitation is tolled under section 47-253, a judicial proceeding for breach of any obligation arising under section 47-274 or 47-275 shall be commenced within three years after the cause of action accrues.

(b) Subject to subsection (c) of this section, a cause of action for breach of warranty of quality, regardless of the purchaser's or association's lack of knowledge of the breach, accrues: (1) As to a unit, at the time the purchaser to whom the warranty is first made enters into possession if a possessory interest was conveyed or at the time of acceptance of the instrument of conveyance if a nonpossessory interest was conveyed; and (2) as to each common element, at the time the common element is completed and first used by a bona fide purchaser.

(c) If a warranty of quality explicitly extends to future performance or duration of any improvement or component of the common interest community, the cause of action accrues at the time the breach is discovered or at the end of the period for which the warranty explicitly extends, whichever is earlier.

(b) New Home Warranties as provided under Chapter 827 of the Connecticut General Statutes.

### Chapter 827 - NEW HOME WARRANTIES

Section 47-116. Definitions. As used in this chapter, unless the context otherwise requires: "Improvement" means any newly constructed single family dwelling unit, any conversion condominium unit being conveyed by the declarant and any fixture or structure which is made a part thereof at the time of construction or conversion by any building contractor, subcontractor or

declarant; "purchaser" means the original buyer, his heirs or designated representatives, of any improved real estate; "real estate" means any fee simple estate; and "vendor" means any person engaged in the business of erecting or creating an improvement on real estate, any declarant of a conversion condominium, or any person to whom a completed improvement has been granted for resale in the course of his business.

#### Section 47-117. Express Warranties.

(a) Express warranties by a vendor are created as follows: (1) Any written affirmation of fact or promise which relates to the improvement and is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms to such affirmation or promise; (2) any written description of the improvement, including plans and specifications thereof which is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms to such description; and (3) any sample or model which is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms substantially to such sample or model.

(b) No formal words, such as "warranty" or "guarantee", nor any specific intention to make a warranty shall be necessary to create an express warranty, provided a simple affirmation of the value of the improvement or a statement purporting to be an opinion or commendation of the improvement shall not of itself create such a warranty.

(c) No words in the contract of sale or the deed, nor merger of the contract of sale into such deed shall exclude or modify any express warranty made pursuant to subsection (a) of this section. Such warranty may, at any time after the execution of the contract of sale, be excluded or modified wholly or partially by any written instrument, signed by the purchaser, setting forth in detail the warranty to be excluded or modified, the consent of the purchaser to such exclusion or modification and the terms of the new agreement.

(d) An express warranty shall terminate: (1) In the case of an improvement completed at the time of the delivery of the deed to the purchaser, one year after the delivery or one year after the taking of possession by the purchaser, whichever occurs first; and (2) in the case of an improvement not completed at the time of delivery of the deed to the purchaser, one year after the date of the completion or one year after taking of possession by the purchaser, whichever occurs first.

#### Section 47-118. Implied warranties.

(a) In every sale of an improvement by a vendor to a purchaser, except as provided in subsection (b) of this section or excluded or modified pursuant to subsection (d), warranties are implied that the improvement is: (1) Free from faulty materials; (2) constructed according to sound engineering standards; (3) constructed in a workmanlike manner, and (4) fit for habitation, at the time of the delivery of the deed to a completed improvement, or at the time of completion of an improvement not completed when the deed is delivered.

(b) The implied warranties of subsection (a) of this section shall not apply to any condition that an inspection of the premises would reveal to a reasonably diligent purchaser at the time the contract is signed.

(c) If the purchaser, expressly or by implication, makes known to the vendor the particular purpose

for which the improvement is required, and it appears that the purchaser relies on the vendor's skill and judgment, there is an implied warranty that the improvement is reasonably fit for the purpose.

(d) Neither words in the contract of sale, nor the deed, nor merger of the contract of sale into the deed is effective to exclude or modify any implied warranty; provided, if the contract of sale pertains to an improvement then completed, an implied warranty may be excluded or modified wholly or partially by a written instrument, signed by the purchaser, setting forth in detail the warranty to be excluded or modified, the consent of the purchaser to exclusion or modification, and the terms of the new agreement with respect to it.

(e) The implied warranties created in this section shall terminate: (1) In the case of an improvement completed at the time of the delivery of the deed to the purchaser, one year after the delivery or one year after the taking of possession by the purchaser, whichever occurs first; and (2) in the case of an improvement not completed at the time of delivery of the deed to the purchaser, one year after the date of the completion or one year after taking of possession by the purchaser, whichever occurs first.

#### Section 47-119. Vendor not to evade by intermediate transfer.

Any vendor who conveys an improvement to an intermediate purchaser to evade the provisions of this chapter shall be liable to the subsequent purchaser as if the subsequent conveyance had been effectuated by the vendor to the subsequent purchaser.

#### Section 47-120. Warranties created by chapter additional to any other warranties.

The warranties created in this chapter shall be in addition to any other warranties created or implied in law.

#### Section 47-121. Implied warranty with certificate of occupancy.

Subject to the provisions of section 29-265, the issuance by the building department of any municipality of a certificate of occupancy for any newly constructed single-family dwelling shall carry an implied warranty to the purchaser of such dwelling from the vendor who constructed it that such vendor has complied with the building code or the customary application and interpretation of the building code of such municipality. No action shall be brought on such implied warranty but within three years next from the date of the issuance of such certificate of occupancy.

#### Limitations on warranties.

Pursuant to subsection 47-276(b) of the Act and subsection 47-118(d) of the Connecticut General Statutes, Declarant will include in its purchase agreement a provision that the following warranties described above are excluded:

NO WARRANTIES ARE MADE AS TO THE CONDITION OF ANY HOT WATER HEATER, AIR CONDITIONER, KITCHEN EQUIPMENT OR APPLIANCE OR OTHER ITEMS CONSIDERED CONSUMER PRODUCTS UNDER THE MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT. THE DECLARANT WARRANTS, HOWEVER, THAT ALL SUCH EQUIPMENT WILL BE INSTALLED NEW AND THAT DECLARANT WILL DELIVER TO BUYER ANY MANUFACTURER'S WARRANTIES THAT ARE BOTH APPLICABLE TO SUCH

EQUIPMENT OR APPLIANCES AND FOR THE SOLE BENEFIT OF THE CONSUMER PURCHASER.

DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO CONDITION OR HEALTH OF ANY SHRUBS, TREES OR PLANTINGS LOCATED ON THE AREAS SURROUNDING THE UNITS. DECLARANT WILL DELIVER TO THE ASSOCIATION ANY NURSERY'S WARRANTIES THAT ARE BOTH APPLICABLE TO SUCH VEGETATION AND FOR THE SOLE BENEFIT OF THE ASSOCIATION.

NO ADDITIONAL EXPRESS OR IMPLIED WARRANTIES, UNLESS REQUIRED BY LAW, ARE MADE BY DECLARANT.

11. Buyer's right to cancel:

(a) Within fifteen days after receipt of a Public Offering Statement, a purchaser, before conveyance, may cancel any contract for purchase of a Unit from the Declarant. The notice of cancellation should be sent to:

Lynx at Laurel Hill, LLC  
c/o Lisa L. Buzaid, Esq.  
CRAMER & ANDERSON, LLP  
30 Main Street, Suite 204  
Danbury, CT 06810

(b) If the Declarant fails to provide a Public Offering Statement to a purchaser before conveying a Unit, that purchaser may recover from the Declarant ten percent of the sales price of the Unit plus ten percent of the share, proportionate to his or her Common Expense liability, of any indebtedness of the Association secured by Security Interests encumbering the Common Interest Community.

12. Unsatisfied judgments and pending suits:

(a) There are no unsatisfied judgments or pending suits against the Association

(b) The status of any pending suits material to the Common Interest Community of which the Declarant has actual knowledge is as follows: Declarant is not aware of any such pending suits.

13. Escrow of Deposits.

Any deposit made in connection with the purchase of a unit will be held in an escrow account until closing and will be returned to the purchaser if the purchaser cancels the contract pursuant to Section 47-269 of the Connecticut General Statutes, as amended (as noted in Item 11 above). The name and address of the escrow agent is:

William Raveis Real Estate  
5 Bank Street  
New Milford, CT 06776

14. Restrictions on use, alienation or occupancy:

(a) There are no restraints on alienation of any portion of the Common Interest Community other than those with regard to the units that are described in Item 14(b) below.

(b) Restraints on use, occupancy, and alienation of the units are set out in Article IX of the Declaration.

(c) There is no restriction on the amount for which a unit may be sold or on the amount that may be received by a unit owner on sale, condemnation, casualty loss to the unit or the Common Interest Community, or on the termination of the Common Interest Community.

15. The following statement is only a summary and general description of the initial insurance policies that will be effective upon creation of the Common Interest Community.

Purchasers are urged to study the provisions in the following statement and the Declaration and to consult with their own insurance advisors to assure themselves that they are aware of the extent of coverage provided by the master insurance policy and to coordinate their own coverage. Purchasers should review their own specific insurance needs with their own insurance advisors and purchase individual unit owner policies with appropriate additional coverage.

(a) Property Insurance. The Association will have property insurance written on a "blanket," "all risk" basis with "agreed amount," "all in," and "replacement cost" coverage. The total coverage for all buildings is \$750,000.00. Those terms mean the following:

"Blanket" means the total amount of the insurance that applies to all buildings, with no specific limit on any of the buildings, that the Association is responsible to insure, covering both the common elements and the units, including the party walls, fixtures, and installations.

"All risk" means that the master policy covers all normal risks of loss. Even though it is "all risk," there are some exclusions. A complete list of the exclusions is contained in the policy(ies) on file with the Executive Board or its designee. Some of the exclusions are:

- Household and personal property of an individual owner not normally insured under building coverage;
- Damage caused by earthquake or flood; or
- Water which backs up through the septic system.

"Agreed amount" means there is no co-insurance. Co-insurance is a reduction in insurance coverage in the case of a partial loss, which applies if the amount of insurance is too small compared to the replacement cost of the insured property. There is a deductible of \$2,500 per occurrence.

"All in" means the master policy covers all of the common elements and the units, including improvements and betterments in the units, regardless of who installed them or paid for them.

"Replacement Cost" means that the insurance pays for replacement of the damaged item without deduction for depreciation.

(b) Commercial General Liability. The Association carries commercial general liability insurance with the following coverages with the limits indicated:

Liability: \$1,000,000 per occurrence.

Medical Payments: \$5,000.

Hired and Non-owned Automobile: \$1,000,000 single limit.

(c) Fidelity Coverage. The Association carries fidelity insurance in the amount of \$50,000 covering employee and manager dishonesty.

For more details see Article XX of the Declaration.

YOU ARE URGED TO STUDY THESE PROVISIONS AND TO CONSULT WITH YOUR OWN INSURANCE ADVISOR TO ASSURE YOURSELF THAT YOU ARE AWARE OF THE EXTENT OF COVERAGE PROVIDED BY THE MASTER INSURANCE POLICY AND TO MAKE ARRANGEMENTS FOR APPROPRIATE ADDITIONAL COVERAGE, IF ADDITIONAL COVERAGE IS NECESSARY.

16. Fees or charges for the use of the Common Elements:

(a) Aside from payment of common expenses assessed against units as contemplated in the common expense budget, which are independent of actual use of the common elements, there are no current or expected fees or charges to be paid by unit owners for use of the common elements or other facilities related to the Common Interest Community.

(b) Under the Declaration and CIOA, the executive board of the Association has the power to impose charges for the use, rental, or operation of the common elements, other than limited common elements, and for services provided to unit owners. At present, no such charges are contemplated.

17. Financial arrangements for completion of improvements: The Declarant is constructing the Improvements from its own resources. No assurances are given that these are sufficient to complete all such Improvements.

18. Zoning and other land use requirements: The property is located within the B-1 (Active Adult Community) Zone, permitting single-family dwellings. The Town of New Milford Zoning Commission approved the Site Plan for this project on January 11, 2005.

The Declarant has received building permits for four single-family dwelling units.

The following is a brief summary of the conditions that will apply following the completion of the development and, therefore, will be obligations of the Association:

Any inland wetlands, watercourses or regulated areas on the premises shall be preserved in a natural state, except as otherwise specifically authorized by permit from the Inland Wetlands and Watercourses Commission of the Town of New Milford.

19. Unusual and material circumstances: In addition to the unusual and material circumstances, features or characteristics of the Common Interest Community and the Units disclosed elsewhere in this Public Offering Statement the following are noted:

(a) The Common Interest Community contains a private driveway, pump station/water system,

and stormwater drainage system, including pond, which must be maintained by the Association.

(b) The Common Interest Community contains a stormwater management system, including pond, which must be maintained and periodically cleaned by the Association.

(c) The Town of New Milford Zoning Regulations and this Declaration impose age restrictions for residency at the Common Interest Community.

(d) The Zoning Commission Approval for the Common Interest Community provides that each unit shall contain no more than one bedroom. No space shown on the floor plans may be converted into an additional bedroom.

(e) The purchase of a Unit for investment purposes is prohibited.

(f) A list of hazardous waste facilities located with the Town of New Milford prepared by the Connecticut Department of Energy and Environmental Protection pursuant to Section 22a-134f of the Connecticut General Statutes may be available in the office of the Town Clerk of New Milford.

(g) Information concerning environmental matters may be available from the federal Environmental Protection Agency, the National Response Center, the Department of Defense and third-party providers.

(h) A list of local properties upon which hunting or shooting sports regularly take place may be available in the office of the Town Clerk of New Milford.

#### 20. Maximum number of Units:

The Declarant has reserved the right in the Declaration to create up to 24 additional Units. The maximum number of units in the Common Interest Community is 28 (the original four, plus a maximum of 24 more). The total area of the property that comprises the Common Interest Community is 11.57 acres, more or less. Therefor, the maximum number of units per acre that may be created is 2.42 Units per acre (28 divided by 11.57).

#### 21. Number or percentage of Units that may be created that will be restricted exclusively to residential use:

Although it is the present intention of the Declarant that all units created by the exercise of the development rights will ultimately be restricted for exclusively residential use, because the Declarant has reserved the right so long as the Declarant owns a unit, to use one or more units that the Declarant owns as a model unit, sales office, or management office, no representations are made regarding use restrictions.

#### 22. Information About Units not Restricted Exclusively to Residential Use.

As discussed in Item 21 above, since no representations are made regarding use restrictions, all of the real property and all of the floor area of all units may not be restricted exclusively to residential use.

#### 23. Description of Development Rights Reserved to Declarant and Conditions or Limitations on Exercise of Development Rights.

The development rights are described in Article VII of the Declaration. The following is a brief

narrative description of those rights. It does not limit the rights reserved in the Declaration. The Declaration should be consulted for a definitive description of the development rights and the exercise of them.

The Declarant has reserved development rights to create units, common elements and limited common elements in the area depicted on the survey that is referenced in the Declaration as "Development Rights Reserved in this Area" and to amend the Declaration provisions that apply to the added units and their limited common elements. The development rights must be exercised within ten years after the initial recording of the Declaration, and no more than twenty-four (24) additional units may be created.

The quality of construction of all buildings and improvements will be compatible with the buildings and improvements already constructed or under construction. All units and common elements created by exercise of the development rights will be restricted as to use in the same manner and to the same extent as the units and common elements already declared.

24. Maximum extent to which each Unit's Allocated Interests may be changed by the exercise of any Development Right:

Each Unit has three "Allocated Interests". They are: an undivided ownership interest in the common elements, a percentage liability for common expenses, and a vote in the Association. The Allocated Interests of each existing Unit have been calculated using the following formulas:

(a) Undivided Interest in the Common Elements and Liability for the Common Expenses. Both the fraction of the undivided interest in Common Elements and the fraction of liability for Common Expenses allocated to each Unit are calculated by based on a fraction the numerator of which is one, and the denominator of which is the number of Units in the Common Interest Community. All Units will therefore have equal shares in the Common Elements and equal liability for Common Expenses.

(b) Votes. Each Unit in the Common Interest Community shall have one equal vote. The maximum extent to which this will change depends upon the number of Units added.

25. Compatibility of Buildings and Improvements Erected under Development Rights to Existing Buildings and Improvements.

The general architectural style, structure type, and quality of construction of any buildings and improvements to be created on the property shall be consistent with the architectural style, structure type, and quality of those initially constructed. However, units may be laid out in different configurations or plans. Similar, yet distinct, materials and construction techniques may be used to achieve this standard. No assurances are given that the currently approved site plan will not be amended so that new buildings might not be built in accordance with the currently approved site plan. However, if built, the buildings will conform to the foregoing standard. No other assurances as to architectural style, quality of construction, or size are made in these regards.

No assurances are made as to the general descriptions of other improvements that may be made and common elements and limited common elements that may be created within the Common Interest Community by the exercise of development rights reserved by the Declarant.

26. Other Improvements and Limited Common Elements that may be created pursuant to any Development Right:



The Declarant may construct one or more buildings that will comprise the additional units that might be built under the development rights. Limited common elements allocated to those units may be similar or different from those allocated to the original four units.

Accordingly, no assurances are made with regard to the other improvements and limited common elements that may be created by exercise of the development rights.

27. Limitations on Locations of Buildings and Other Improvements.

Buildings and other improvements created by the exercise of the development rights will be located in the area shown on the survey referenced in the Declaration as "Development Rights Reserved in this Area." No other assurances with regard to the locations of those buildings and improvements are made.

28. Similarity of Types and Sizes of Limited Common Elements.

No assurances are made with regard to the proportion of limited common elements to units created by exercise of the development rights to the proportion of limited common elements to units existing within other parts of the Common Interest Community.

29. Proportion of Limited Common Elements to Units.

No assurances are made that the proportion of Limited Common Elements to Units that may be created will be equal to the proportion existing in other parts of the Common Interest Community.

30. Restrictions on Use, Occupancy, and Alienation of Added Units.

The restrictions in the Declaration regarding the use, occupancy, and alienation of units will apply to all units created in the Common Interest Community by the exercise of the development rights.

31. Applicability of assurances if any Development Right is not exercised by the Declarant.

All of the assurances made in Items 20 through 30 of this public offering statement apply whether or not the development rights are exercised by the Declarant.

## EXHIBITS TO PUBLIC OFFERING STATEMENT

Exhibit A: Declaration

Exhibit B: Recorded covenants, conditions, restrictions or reservations created by Declarant

Declaration of Pond Drainage Easement and Maintenance Agreement and Emergency  
Access Easement

Water Utility Easement

Exhibit C: Bylaws of the Association

Exhibit D: Certificate of Incorporation of the Association

Exhibit E: Rules and Designation of and Requirements for High-Risk Components and Conditions

Exhibit F: Form of Deed

Exhibit G: Form of Purchaser Affidavit

Exhibit H: Management Agreement

Exhibit I: Budget

Receipt for Public Offering Statement

PUBLIC OFFERING STATEMENT

LAUREL RIDGE

EXHIBIT A

DECLARATION

**PUBLIC OFFERING STATEMENT**

**LAUREL RIDGE**

**EXHIBIT B**

**Recorded covenants, conditions, restrictions or reservations  
created by Declarant**

**Declaration of Pond Drainage Easement and Maintenance Agreement  
and Emergency Access Easement**

**Water Utility Easement**

Doc ID: 003466920006 Type: LAN  
BK 1113 Pg 648-653

AFTER RECORDING, RETURN TO:  
Ted D. Becker, Esq.  
Cramer & Anderson LLP  
51 Main Street  
New Milford, CT 06776

### WATER UTILITY EASEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

That LYNX AT LAUREL HILL, LLC, a New Jersey limited liability company authorized to do business in the State of Connecticut, with an office and place of business at 30 Freneau Avenue, Matawa, New Jersey, 07747, (hereinafter "Grantor"), for the consideration of Ten (\$10.00) Dollars in hand paid by said LYNX AT LAUREL HILL, LLC, does hereby give, grant, bargain, sell and confirm unto the said LYNX AT LAUREL HILL, LLC (hereinafter "Grantee"), its successors and assigns forever, the following easements:

#### Pump Station Easement

A full, perpetual and permanent water pump station easement upon, under, over and across the premises owned by Lynx at Laurel Hill, LLC located at 309 Kent Road, in the Town of New Milford, County of Litchfield and State of Connecticut, said easement being shown and designated as crosshatched rectangular area labeled "Pump Station Easement" on a map entitled: "Map Showing Water System Easements Across the Property of Laurel Ridge Estates & Laurel View Estates U.S. Route 7 a.k.a. Kent Road New Milford, Connecticut Scale 1"=60' February 15, 2011" and which map is certified substantially correct as a Class A-2 Survey by Robert L. Hock, R.L.S. #8499 of Kent, CT. and which map is in the office of the Town Clerk of the Town of New Milford as Map 3710.

Said pump station easement shall include the full and perpetual right and privilege at all times to have access to and enter upon said easement area by Lynx at Laurel Hill, LLC, its members, officers, employees, servants and agents, for the purpose of constructing, installing, maintaining and repairing a water pump station and water storage facilities, including such surface and subsurface structures and appurtenances as are deemed necessary or desirable by said Grantee for such purposes from time to time and for the purpose of constructing, installing, maintaining, repairing and flowing water through underground water mains, water lines, valves and appurtenances. Said easement includes the right to excavate, fill and establish such water line trenches as are reasonably necessary for such purposes. Said easement includes the right to connect the pump station facilities to water supply wells and water mains, including the right to install and maintain a security fence around said pump station, the right to install and maintain utility services, including but not limited to electric, telephone, water, cable television, data transmission and similar services and the right to enter upon and to pass and repass over and across said pump station easement area for all of said purposes.

No Conveyance Tax Collected

*Thomas H. Prichard* Town Clerk

Together with such pump station equipment and water related facilities and appurtenances conveyed or to be conveyed.

Water Main Easement

A full, perpetual and permanent water main easement upon, under, over and across the premises owned by Lynx at Laurel Hill, LLC located at 309 Kent Road and 319 Kent Road, respectively, in the Town of New Milford, County of Litchfield and State of Connecticut, said easement being shown on a map entitled: "Map Showing Water System Easements Across the Property of Laurel Ridge Estates & Laurel View Estates U.S. Route 7 a.k.a. Kent Road New Milford, Connecticut Scale 1"=60' February 15, 2011" and which map is certified substantially correct as a Class A-2 Survey by Robert L. Hock, R.L.S. #8499 of Kent, CT. and which map is filed in the office of the Town Clerk of the Town of New Milford as Map 3710. Said easement includes a 20' wide strip of land designated by hatchmarks on said map running between C-43 (curve 43) and C-31 (curve 31) to permit the connection of the water supply wells designated on such map as "Well 3A", "Proposed Well 4A" and "Well 2A" to the water system.

Said permanent water main easement shall include the full and perpetual right and privilege at all times to enter upon said easement area by the Grantee, its successors and assigns, including its employees, servants and agents for the purpose of installing, maintaining, repairing and flowing water through underground water mains, water lines, valves and appurtenances, including the right to excavate, fill and establish such water main trenches as are reasonably necessary for such purposes and to enter upon and to pass and repass over and across said easement area for all of said purposes. Said easement shall also include the right to construct, repair, maintain and replace underground utility services, including electric, telephone, cable television, data transmission and similar services as necessary to serve a water pump station, water storage facilities and water supply wells constructed

Together with the water main and related appurtenances conveyed or to be conveyed to Lynx at Laurel Hill, LLC.

Said Pump Station Easement and said Water Main Easement are conveyed subject to such prior rights, encumbrances and restrictions as may appear of record, including without limitation, the following:

1. Gas Transmission Easements in favor of Iroquois Gas Transmission System, L.P. dated January 4, 1991 and recorded in Volume 431 at Pages 449, 497 and 502 of the New Milford Land Records.

2. Electric Distribution Easement granted by John Scott Mathews to the Connecticut Light & Power Company dated June 21, 1988 and recorded at Volume 392 at Page 827 of the New Milford Land Records.
3. Special Permit #2004-28 issued by the New Milford Zoning Commission recorded at Volume 939, Page 1199 of the New Milford Land Records.
4. Declaration of Restrictive Covenants dated October 10, 1997 and recorded in Volume 567 at Page 427 of the New Milford Land Records.
5. Electric Distribution Easement granted by Triple 3 Builders, LLC to the Connecticut Light & Power Company, Inc. dated July 7, 2009, recorded July 17, 2009 at Volume 991, Page 271 of the New Milford Land Records.
6. Declaration of Inland Wetlands and Watercourses by Triple 3 Builders, LLC dated June 5, 2007, recorded July 10, 2007 at Volume 942, Page 985 of the New Milford Land Records.
7. Declaration of Inland Wetlands and Watercourses by Laurel View Associates, LLC dated June 5, 2007, recorded July 10, 2007 at Volume 942, Page 984 of the New Milford Land Records.
8. Temporary construction easement and right to enter for purpose of constructing sedimentation controls in favor of the State of Connecticut as contained in a Certificate of Condemnation dated July 13, 2006 and recorded in Volume 909 at Page 52 of the New Milford Land Records and as depicted on a map filed as Map #3282 on file in the Office of the New Milford Town Clerk.
9. Declaration of Restrictive Covenants by John Scott Mathews and John J. Mathews recorded September 22, 1997 in volume 566 at Page 152; corrected by Declaration of Restrictive Covenants dated September 23, 1997 and recorded in Volume 566 at Page 283; further corrected by Declaration of Restrictive Covenants dated October 10, 1997 and recorded in Volume 567 at Page 427, all of the New Milford Land Records.
10. Nonexclusive Installation and Service Agreement between Charter Communications Entertainment I, LLC ("Operator") and Triple 3 Builders, LLC ("Owner") dated March 1, 2012 and recorded August 9, 2012 in Volume 1057 at Page 202 of the New Milford Land Records.
11. Water Service Line Easement from Triple 3 Builders, LLC to Christopher Mathews dated April 8, 2011 and recorded May 20, 2011 in volume 1031 at Page 501 of the New Milford Land Records, and as shown on Map No. 3710, on file in the New Milford Town Clerk's Office.

In the event the Grantor, its successors or assigns, shall request the Grantee, its successors or assigns, to provide a new location for any Grantee's mains, pump station and appurtenances thereto, for any reason (said relocation subject to the prior written approval of the Grantee), the Grantor, its successors and assigns, hereby agree to furnish additional rights of way or easements as may be necessary to afford Grantee, its successors or assigns, the same privileges as granted herein, and the entire cost and any related expenses of moving, relocating, or otherwise altering or installing such facilities shall be borne by the Grantor, its successors or assigns.

And also, the said Grantor does for itself, its successors and assigns, covenant with the said Grantee, and with its successors and assigns, that at and until the encasing of these presents it is well seized of the premises, as a good indefeasible estate in fee simple; and has good right to bargain and sell the same in manner and form as is written above; and that the same is free from all encumbrances whatsoever except notes, notations and state of facts as shown on the above referenced survey and covenants, easements and restrictions of record.

And furthermore, the said Grantor does by these presents bind itself, its successors and assigns forever to Warrant And Defend the above granted and bargained premises to it, the said Grantee, and to its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

By the acceptance hereof the Grantee agrees that upon completion of any construction or replacement of facilities by Grantee within or upon the easement areas described herein, that the Grantee will restore the surface areas of said easements as reasonably nearly as possible to their original condition, having due regard to the use of said easements by the Grantee, said restoration limited to shrubs, pavement and grass.

The Grantor and Grantee understand and agree that, in accordance with Connecticut Public Utilities Regulatory Authority, the Grantee will not own or maintain the individual customer service pipe, as defined in the Connecticut Public Utilities Regulatory Authority Regulations, or appurtenances thereto, including individual customer curb stops.


To have and to hold, the above granted rights, privileges and easements unto the said Grantee, its successors and assigns forever, to its own proper use and behoof. It is intended that this easement shall run with the land and benefit Parcels A & B shown on the Map No. 3710.




To have and to hold, the above granted rights, privileges and easements unto the said Grantee, its successors and assigns forever, to its own proper use and behoof. It is intended that this easement shall run with the land and benefit Parcels A & B shown on the Map No. 3710.

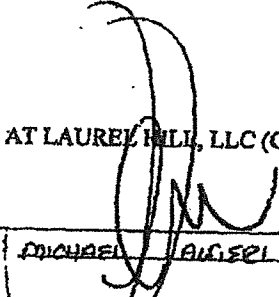
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 2nd day of July, 2015.

Signed, Sealed and Delivered  
in the presence of:

  
DANIEL M. CACCIA

  
MICHELLE CACCIA

LYNX AT LAUREL HILL, LLC (Grantor)

By:   
Printed: MICHAEL J. CACCIA

LYNX AT LAUREL HILL, LLC (Grantee)

By:   
Printed: MICHAEL J. CACCIA

NEW JERSEY  
STATE OF CONNECTICUT )  
COUNTY OF MIDDLESEX )

SS: \_\_\_\_\_ July 2nd, 2015

Personally appeared MICHAEL ALFIERI, who acknowledged himself to be a Member/Manager of Lynx at Laurel Hill, LLC, a New Jersey corporation, authorized to do business in the State of Connecticut, and that he as such Member/Manager and being authorized to do so, executed the foregoing instrument on behalf of said Lynx at Laurel Hill, LLC for the purposes therein contained by signing the name of said company as his and its free act and deed, before me.

In witness whereof I hereunto set my hand and seal.



Jo-Ann Perillo  
Commissioner of the Superior Court

Received for Record at New Milford, CT  
On 07/08/2015 At 1:10:35 pm

Thomas W. Baird

AFTER RECORDING, RETURN TO:  
Ted B. Backer, Esq.  
Cramer & Anderson, LLP  
51 Main Street  
New Milford, CT 06776

Doc ID: 003468830004 TVDe: LAN  
BK 1113 Pg 654-657

**DECLARATION OF POND DRAINAGE EASEMENT AND MAINTENANCE AGREEMENT  
AND EMERGENCY ACCESS EASEMENT**

WHEREAS, LYNX AT LAUREL HILL, LLC ("LYNX") a New Jersey limited liability company, is the owner of both those certain pieces or parcels of land located in the Town of New Milford, County of Litchfield and shown as Parcel A and Parcel B on a plan entitled, "Map showing Lot Line Revisions of Laurel Pond Subdivision Map Prepared for John Scott Mathews U.S. Route 7 a.k.a. Kent Road New Milford, Connecticut, Scale: 1"= 60' February 5, 2001", last revised March 3, 2005, which map is on file in the office of the Town Clerk of New Milford as Map 3108 by Robert L. Hock Licensed Land Surveyor LLC, Kent CT, (hereinafter "Parcel A" and "Parcel B", as the case may be, and collectively, the "Property") and;

WHEREAS, LYNX desires to establish (1) a common pond drainage easement and maintenance agreement for the benefit of the respective parcels of land and (2) a common emergency access easement for the benefit of the respective parcels of land, both of which are intended to be appurtenances that run with the land in perpetuity;

NOW THEREFORE, LYNX does declare that the Property is held and shall be conveyed subject to the following easements, covenants, and restrictions:

1. The owners of Parcel B shall have a full and perpetual non-exclusive drainage easement under, over, and across Parcel A for the purpose of draining waters from the pond that is located on the Property. Said drainage easement shall include the right and privilege at all times to control the level of pond waters and to drain pond waters by means of an outlet control structure, pipes, manholes and other appurtenances substantially as presently constructed. Said drainage easement as shown on CCA Map entitled: "Easement Map Showing Pond Drainage & Emergency Access Easement Across Property of Lynx at Laurel Hill, LLC Parcel A To Be Conveyed To Lynx at Laurel Hill, LLC - Parcel B, 309 Kent Road U.S. Route 7 New Milford, Connecticut Date: 6-12-15 Scale 1" = 40'" shall include the right to enter upon Parcel A to install, maintain, clean, repair, replace, inspect and flow water through the drainage system as presently constructed and to connect or integrate the same with the drainage system of the Town of New Milford and/or the State of Connecticut, reserving, however, to Parcel A the right to connect to and to drain water from Parcel A through all such drainage facilities, provided that the such drainage does not exceed the capacity or impair the function of the existing drainage facilities now providing pond drainage.

Said drainage easement shall also include the full and perpetual right and easement in common with others to enter upon and utilize such driveways and parking areas as are or may be installed or maintained by the owners of Parcel A so that the owners of Parcel B may pass and repass to and from the public highway to said drainage easement in the most convenient manner.

Notwithstanding the foregoing, it is expressly understood that the owners of Parcel A, their successors and assigns, retain the right to use the surface and subsurface area over the existing drainage

**No Conveyance Tax Collected**

*Thomas H. Prashers* Town Clerk

facilities to construct, maintain and repair roads, parking, access and walkway areas and for other site improvements provided that such uses do not interfere with, or damage, the subsurface drainage system, and provided further that any damage to the subsurface drainage system caused by such or other activities shall be corrected and repaired at the sole cost and expense of the owners of Parcel A.

2. The owners of Parcel A and Parcel B, their successors and assigns, shall share in the cost of maintaining, repairing and restoring the drainage facilities on a proportionate basis based on the number of residential dwelling units that are located upon each of Parcel A and Parcel B, provided however, that the owners of Parcel A shall not be required to share in such common expense until such time as a residential dwelling unit is constructed on Parcel A and such dwelling unit is occupied for residential purposes.

3. Notwithstanding the obligation to share, on a prorated basis, maintenance and repair expenses, in the event that the owners of either Parcel, or such owners' agents, contractors, employees, guests or invitees shall damage the drainage facilities by negligence or intentional act, then such owners shall promptly repair such damage and restore the drainage facilities to their prior condition, all at such owners' sole expense.

4. The owners of Parcel A and Parcel B shall share jointly in decisions affecting said pond drainage facilities. In the event of a material disagreement on any such decision, however, the decision of the owners of Parcel A shall be dispositive. Should the owners of Parcel B undertake any repair or modification of the existing pond drainage facilities, there shall be no relocation of such facilities and no change or modification that would impair the existing developments plans for Parcel A as a twelve-unit active adult community.

5. When a Declaration of Condominium is recorded as to either Parcel A or Parcel B and the respective Association of Unit Owners is formed ("Association"), such Association shall be substituted for the relevant "owners" of the subject Parcel as a party to this Agreement. Thereafter, all of the rights and liabilities shall belong to such Association.

6. The owners of Parcel A shall have a full and perpetual non-exclusive emergency access easement and right of way over and across roads constructed or to be constructed upon the premises known as 319 Kent Road shown as "Parcel B 11.57 ± Acres" on the CCA map entitled: "Easement Map Showing Emergency Access Easement Across Property of Lynx at Laurel Hill, LLC Parcel B To Be Conveyed To Lynx at Laurel Hill, LLC - Parcel A 319 Kent Road U.S. Route 7 New Milford, Connecticut Date: 6-12-15 Scale 1" = 40'", which map will be recorded at the New Milford Town Clerk's Office as Map No. 3894.

The owners of Parcel B shall have a full and perpetual non-exclusive emergency access easement and right of way over and across roads constructed or to be constructed upon the premises known as 309 Kent Road shown and designated as "Parcel A 5.27 ± Acres" on the CCA Map entitled: "Easement Map Showing Pond Drainage & Emergency Access Easement Across Property of Lynx at Laurel Hill, LLC Parcel A To Be Conveyed To Lynx at Laurel Hill, LLC - Parcel B 309 Kent Road U.S. Route 7 New Milford, Connecticut Date: 6-12-15 Scale 1" = 40'", which map will be recorded at the New Milford Town Clerk's Office as Map No. 3895.

Said emergency access easement(s) and right of way shall include the right and privilege at all times for emergency personnel and vehicles, including fire and ambulance and Town of New Milford emergency personnel and for utility services personnel and vehicles to enter upon and to pass and repass upon, over and across said roads and emergency access road on foot or by vehicle for the purpose of providing emergency response or services when access to the public highway is otherwise restricted or prevented.

7. The easements and agreements set forth herein shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns, of the owners of the parcels and shall run with the land.

8. This agreement shall bind the owners of Parcel A and Parcel B and their heirs, successors and assigns and shall inure to their respective benefit, shall be appurtenant to, run with, and benefit Parcel A and Parcel B as shown on said plan.


9. All notices sent pursuant to this Agreement shall be sent by certified mail return receipt requested to the agent for service of any entity and to the last known address of any individual owner. If a party subsequently wishes to provide an address or to change an address, then that shall be done by written notice sent to the other party, or to the last known best address available to the party sending the notice.

10. Whenever the plural is used in this instrument and required by the context, the same shall include the plural and vice versa.

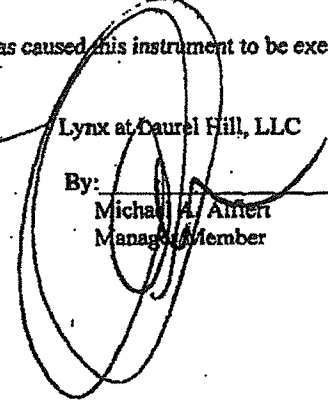
11. This Agreement shall not be modified or terminated without the mutual consent of all parties.

In Witness Whereof, the undersigned has caused this instrument to be executed on July 2<sup>nd</sup>, 2015.

Signed, Sealed and Delivered  
in the presence of:

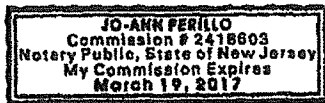
  
MICHELLE CARROZZINI

Lynx at Laurel Hill, LLC

By:   
Michael A. Amieri  
Manager/Member

STATE OF NEW JERSEY )  
 ) ss.:  
COUNTY OF MONTGOMERY )

The foregoing instrument was acknowledged before me this 2nd day of July, 2015, by Michael A. Alfieri, Manager/Member of Lynx at Laurel Hill, LLC, a New Jersey limited liability company, on behalf of said limited liability company.



A handwritten signature in cursive script, appearing to read "Jo-Ann Ferillo", written over a horizontal line.

Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

Received for Record at New Milford, CT  
On 07/08/2015 At 1:11:15 pm

A handwritten signature in cursive script, appearing to read "Howard H. Bickel", written over a horizontal line.