

5. Other Information:

5.1. Period of Declarant Control.

- a. There shall be a period of declarant control during which period the declarant of the Common Interest Community, or persons designated by the declarant may appoint and remove members of the executive board (the "Executive Board").
- b. The period of declarant control terminates on the earliest of:
 - i. Sixty days after the conveyance of 60 percent of the units that may be created in the Common Interest Community;
 - ii. Two years after all declarants of the Common Interest Community have ceased to offer units therein in the ordinary course of business;
 - iii. Two years after the later of the recording of the declaration creating the Common Interest Community or the most recent amendment adding new units to the Common Interest Community; or
 - iv. The date that the declarant, after giving notice in a record to all unit owners of the Common Interest Community, records an instrument in the town in which any portion of the Common Interest Community is located voluntarily surrendering all rights to control activities of the corporation.
- c. Notwithstanding the foregoing, not later than 60 days after conveyance of one-third of the total units that may be created in the Common Interest Community, at least one member and not less than one-third of the members of the Executive Board shall be elected by unit owners of the Common Interest Community other than the declarant.
- d. The declarant may voluntarily surrender the right to appoint and remove members of the Executive Board before the end of the period of Declarant control. In that event, the declarant may require, during the remainder of the period of declarant control, that specified actions of the corporation or the Executive Board, as described in an instrument recorded in the land records of the town in which any portion of the Common Interest Community is located be approved by the declarant before they become effective.

5.2. Vacancy on Executive Board. Vacancies on the Executive Board shall be filled as follows:

- a. If the vacancy occurs when all directors are elected by unit owners, then:
 - i. If the vacancy was not created by the removal of the director by the unit owners, the vacancy may be filled for the time specified in Subsection 5.2 c. below, by vote of a majority of the remaining directors at a special meeting of the Executive Board held for that purpose at any time after the occurrence of the vacancy, even though the directors present at such meeting may constitute less than a quorum.

- ii. If the vacancy was created by the removal of a director by the unit owners, then the vacancy shall be filled by vote of the unit owners. Such vote may be taken at the meeting at which the director is removed, or by the same vote by ballot without a meeting by which the director was removed, or a subsequent vote by ballot without a meeting, or at a special or annual meeting of unit owners following the creation of the vacancy.
- b. Before the time that all directors are elected by the unit owners, the vacancy resulting from a director elected by the unit owners ceasing to be in office, shall be filled as follows:
 - i. If the vacancy was not created by the removal of a director by the unit owners and there remains on the Executive Board more than one director elected by the unit owners, the vacancy shall be filled for the time specified in Subsection 5.2.c. below, by vote of a majority of the remaining directors that were elected by unit owners, at a special meeting of the Executive Board held for that purpose at any time after the occurrence of the vacancy, even though the directors present at such meeting may constitute less than a quorum.
 - ii. If the vacancy was created by the removal of the director by the unit owners, or if the vacancy was the result of some other event and there remains on the Executive Board not more than one director elected by the unit owners, then the vacancy shall be filled by vote of the unit owners. Such vote may be taken at the meeting at which the director is removed, or by the same vote by ballot without a meeting by which the director was removed, or a subsequent vote by ballot without a meeting, or at a special or annual meeting of unit owners following the creation of the vacancy.
- c. Each person so elected or appointed by the Executive Board pursuant to Subsections 5.2.a. or 5.2.c above shall be a director for the unexpired term of the directorship being filled or, if earlier, until the next regularly scheduled meeting at which directors are elected, at which time the unit owners shall elect a director to serve the remainder of the term, if any. Each person so elected by unit owners shall serve the unexpired portion of the term of the director being replaced.
- d. If a Director that the Declarant has the right to appoint ceases to be in office, then the resulting vacancy shall be filled by appointment by the Declarant.

5.3. Directors shall be elected as provided in CIOA.

5.4. There shall be one membership for each unit in the Common Interest Community and the owners of such unit shall be entitled to the vote allocated to such unit in the declaration creating the Common Interest Community.

5.5. The bylaws of the corporation may be amended only pursuant to applicable provisions of the declaration establishing the Common Interest Community and the bylaws of the corporation, as either or both may be amended.

5.6. The personal liability of any director to the corporation or its members for monetary damages for breach of duty as a director is limited to the amount of compensation received by such director for serving the corporation during the year of the alleged violation if such breach did not (A) involve a knowing and culpable violation of law by the director, (B) enable the director or an associate, as defined in Section 33-840 of the Connecticut General Statutes, as amended, to receive an improper personal economic gain, (C) show a lack of good faith and a conscious disregard for the duty of the director to the corporation under circumstances in which such director was aware that his conduct or omission created an unjustifiable risk of serious injury to the corporation, or (D) constitute a sustained and unexcused pattern of inattention that amounted to an abdication of the director's duty to the corporation. As used in this Paragraph, the term "directors" includes former directors.

5.7. Indemnification of Directors and Officers.

- a. The corporation shall, to the fullest extent permitted by the Nonstock Corporation Act of the State of Connecticut, as amended from time to time, indemnify its directors and officers for liability (including any obligation to pay a judgment, settlement, penalty, fine, or excise tax, or reasonable expenses incurred with respect to any proceeding) to any person for any action taken or for any failure to take any action, as a director or officer, except liability that (A) involved a knowing and culpable violation of law by such director or officer, (B) enabled the director or officer or an associate, as defined in Section 33-840 of the Connecticut General Statutes, as amended, to receive an improper personal gain, (C) showed a lack of good faith and a conscious disregard for the duty of such director or officer to the corporation under circumstances in which such director or officer was aware that his conduct or omission created an unjustifiable risk of serious injury to the corporation, or (D) constituted a sustained and unexcused pattern of inattention that amounted to an abdication of the director's duty to the corporation.
- b. Expenses incurred by a director or officer in defending a proceeding shall be paid by the corporation in advance of the final disposition of such proceeding upon receipt of (1) a written affirmation of the good faith belief of the director or officer that the relevant standard of conduct has been met by such director or officer or that the proceeding involves conduct for which liability is limited under Subsection 33-1026(b)(4) of the Nonstock Corporation Act of the State of Connecticut, as amended from time to time and (2) an undertaking by or on behalf of such director or officer to repay such amount if it shall be ultimately determined that such director or officer is not entitled to be indemnified by the corporation by the Nonstock Corporation Act of the State of Connecticut, as amended from time to time, or such director or officer has not met the relevant standard of conduct.
- c. For the purposes of this Paragraph: "proceeding" shall include any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral, or investigative and whether formal or informal, "directors" shall include former directors and "officers" shall include former officers.

PUBLIC OFFERING STATEMENT

LAUREL RIDGE

EXHIBIT F

Form of Deed

WARRANTY DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

THAT LYNX AT LAUREL HILL LLC, a Connecticut limited liability company ("Grantor"), for the consideration of _____ and 00/100 Dollars (\$ _____) received to its full satisfaction of _____ and _____ of _____, Connecticut ("Grantees"), does give, grant, bargain, sell and confirm unto the said Grantees jointly and in survivorship, and unto their heirs and assigns forever, the following described Unit with the appurtenances thereto located in the Town of New Milford, County of Litchfield and State of Connecticut, known as Unit No. ____ of LAUREL RIDGE, together with the interests in the Common Elements appurtenant thereto, said Units and Common Elements being more specifically designated and described in the Declaration entitled "Declaration of Laurel Ridge", by Lynx at Laurel Hill LLC, dated July 13, 2015 and recorded in Volume 1113 at Page 1094 of the New Milford Land Records, as may be amended, said conveyance is subject to the encumbrances as of record appear and as described in said Declaration.

Grantee(s), by acceptance of this deed and by agreement with Grantor, hereby expressly assume(s) and agree(s) to be bound by, and to comply with, all of the terms, conditions, agreements, obligations and easements as set forth in said Declaration, the Bylaws, Exhibits and Schedules attached thereto as they may be amended and supplemented from time to time. In addition, by acceptance of this Deed, Grantee(s) become a member(s) of Laurel Ridge Owners Association, Inc., a Connecticut nonstock limited liability company which is the Association of Unit Owners of Laurel Ridge, as such member(s), accept all of the rights and obligations imposed on such members.

The above-described Unit is hereby conveyed subject to any and all provisions of any ordinance, municipal regulation or public or private law, to taxes on the List of October 1, 20__ to the Town of New Milford, which taxes Grantee(s) herein assume(s) and agree(s) to pay as part consideration for this deed, and to the above described "Declaration of Laurel Ridge", as amended from time to time, and all of the encumbrances and state of facts set forth therein or in the survey filed therewith.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto Grantees, jointly and in survivorship, their heirs, successors, and assigns forever, to and for their own proper use and behoof. And also, Grantor does for itself, its successors and assigns, covenant with Grantees, their successors and assigns, that at and until the ensealing 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 above written and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

AND FURTHERMORE, Grantor does by these presents bind itself and its successors and assigns forever to Warrant and Defend the above granted and bargained premises to Grantees, their heirs, successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, GRANTOR has caused its name and seal to be set on _____, 20__.

Signed, Sealed and Delivered
in the presence of:

LYNX AT LAUREL HILL, LLC

By _____
Michael A. Alfieri
Manager/Member

STATE OF _____)
) ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Michael A. Alfieri, duly authorized Manager/Member of LYNX AT LAUREL HILL LLC, a New Jersey limited liability company, on behalf of said limited liability company.

Commissioner of Superior Court
Notary Public
My Commission Expires: