

**BYLAWS**  
**OF**  
**WHISPERING PINES VILLAGE ASSOCIATION, INC.**

**ARTICLE I**

**Introduction**

These are the Bylaws of Whispering Pines Village Association, Inc. Initial capitalized terms are defined in Article I of the Declaration.

**ARTICLE II**

**Executive Board**

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

- (a) The affairs of the Common Interest Community and the Association shall be governed by an Executive Board which, until the termination of the period of Declarant control, shall consist of not less than three (3) persons, and following such date shall consist of not less than three (3) persons, the majority of whom, excepting the Directors appointed by the Declarant, shall be Unit Owners. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Unit Owner shall be eligible to serve as a Director and shall be deemed to be a Unit Owner for the purposes of the preceding sentence. Directors shall be elected by the Unit Owners except for those appointed by the Declarant. At any meeting at which Directors are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these Bylaws or the Corporation Laws of the State of Connecticut.
- (b) Section 8.9 of the Declaration shall govern appointment of Directors of the Executive Board during the period of Declarant control.
- (c) The Executive Board shall elect the officers. The Directors and officers shall take office upon election.
- (d) At any time after Unit owners other than the Declarant are entitled to elect a Director, the Association shall call and give not less than ten (10) nor more than sixty (60) days' notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

**Section 2.2 - Powers and Duties.** The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or Chapter 828 of the Connecticut General Statutes. The Executive Board shall have, subject to the limitations contained in the Declaration and Chapter 828 of the Connecticut General Statutes, 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 following:

- (a) Adopt and amend Bylaws, Rules and regulations, including, but not limited to those set forth in subsection (u) of this Section 2.2;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents other than managing agents and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two (2) or more Unit Owners on matters affecting the Common Interest Community, including, but not limited to, actions brought by the Association against a tenant pursuant to Article 25, Section 25.5 of the Declaration;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 47-254 of the Connecticut General Statutes;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one (1) year, through or over the Common Elements;
- (l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsections (2) and (4) of Section 47-221 of the Connecticut General Statutes, and for services provided to Unit Owners;

- (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, Rules and Regulations of the Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by Section 47-270 of the Connecticut General Statutes of statements of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and Officers' liability insurance;
- (p) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (q) Exercise any other powers conferred by the Declaration or Bylaws;
- (r) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other powers necessary and proper for the governance and operation of the Association; and
- (t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.
- (u) By regulation, require that disputes between Executive Board and Unit Owners and between two or more Unit Owners regarding the Common Interest Community must be submitted to nonbinding alternate dispute resolution in the manner described in the regulations as a prerequisite to commencement of a judicial proceeding.
- (v) Adopt rules and regulations that affect the use and occupancy of Units that may be used for residential purposes only as set forth in Article XXV, Section 25.4 of the Declaration.

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

**Section 2.4 - Additional Limitations.** The Executive Board shall be additionally limited pursuant to Article XXV of the Declaration.

**Section 2.5 - Manager.** The Executive Board may employ a manager for the Common Interest Community at a compensation established by the Executive Board, to perform such duties and services as the Executive Board shall authorize. The Executive Board may delegate to the manager only the powers granted to the Executive Board by these Bylaws under Subdivisions 2.2(c), (e), (g) and (h). Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Executive Board, and to fulfill the requirements of the budget.

**Section 2.6 - Removal of Directors.** The Unit Owners, by two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove a Director of the Executive Board with or without cause, other than a Director appointed by the Declarant.

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

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

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

**Section 2.8 - Regular Meetings.** The first regular meeting of the Executive Board following each annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at the meeting at which such Executive Board shall have been elected. No notice shall be necessary to the newly elected Directors in order to give legal sanction to such meeting, providing a majority of the Directors shall be present. The Executive Board may set a schedule of additional regular meetings by resolution and no further notice is necessary to constitute such regular meetings.

**Section 2.9 - Special Meetings.** Special meetings of the Executive Board may be called by the President or by a majority of the Directors on at least three (3) business days' notice to each Director. The notice shall be hand-delivered or mailed and shall state the time, place and purpose of the meeting.

**Section 2.10 - Location of Meetings.** All meetings of the Executive Board shall be held within the Town of Thomaston, unless all Directors consent in writing to another location.

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

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

**Section 2.13 - Compensation.** A Director may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties. Directors acting as officers or employees may also be compensated for such duties.

**Section 2.14 - Consent to Corporate Action.** If all the Directors or all Directors of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Directors or committee constitutes a quorum for such action, such action shall be a valid corporate action as though it had been authorized at a meeting of the Executive Board or the committee, as the case may be. The Secretary shall file such consents with the minutes of the meetings of the Executive Board.

## **ARTICLE III**

### **Unit Owners**

**Section 3.1 - Annual Meeting.** Annual meetings of Unit Owners shall be held on the first Friday in June. At such meeting, the Directors shall be elected by ballot of the Unit Owners, in accordance with the provisions of Article II. The Unit Owners may transact other business at such meetings as may properly come before them.

**Section 3.2 - Budget Meeting.** Meetings of Unit Owners to consider proposed budgets shall be called in accordance with Sections 19.5 and 19.6 of the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

**Section 3.3 - Special Meeting.** Special meetings of Unit Owners may be called by the president, a majority of the Executive Board, or by Unit Owners having twenty percent (20%) of the votes in the Association.

**Section 3.4 - Place of Meetings.** Meetings of the Unit Owners shall be held at such suitable place convenient to the Unit Owners as may be designated by the Executive Board or the president.

**Section 3.5 - Notice of Meetings.** Except for budget meetings, for which notice shall be given in accordance with Sections 19.5 and 19.6 of the Declaration, the secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner, not less than ten (10) nor more than sixty (60) days in advance of any meeting. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes and any proposal to remove an officer or Director of the Executive Board. No action shall be adopted at a meeting except as stated in the notice.

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

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

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

- (a) Roll call (or check-in procedure).
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports.
- (e) Establish number and term of memberships of the Executive Board (if required and noticed).
- (f) Election of inspectors of election (when required).

- (g) Election of Directors of the Executive Board (when required).
- (h) Ratification of Budget (if required and noticed).
- (i) Unfinished business.
- (j) New business.

### **Section 3.9 - Voting.**

- (a) If only one (1) of several owners of a Unit is present at a meeting of the Association, that owner is entitled to cast all the votes allocated to that Unit. If more than one of the owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one (1) of the owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.
- (b) Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one (1) person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this Subsection only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one (1) year after its date unless it specifies a shorter term.
- (c) The vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified so to vote.
- (d) No votes allocated to a Unit owned by the Association may be cast.

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

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

## **ARTICLE IV**

### **Officers**

**Section 4.1 - Designation.** The principal officers of the Association shall be the president, the vice president, the secretary and the treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, and assistant secretary, and such other officers as in its judgment may be necessary. The president and vice president, but no other officers, need be Directors. Any two (2) offices may be held by the same person, except the offices of president and vice president, and the offices of president and secretary. The office of vice president may be vacant.

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

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

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

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



**Section 4.6 - Secretary.** The secretary shall keep the minutes of all meetings of the Unit Owners and the Executive Board. He or she shall have charge of such books and papers as the Executive Board may direct and he or she shall, in general, perform all the duties incident to the office of secretary of a nonstock corporation organized under the laws of the State of Connecticut. The secretary may cause to be prepared and may attest to execution by the president of amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

**Section 4.7 - Treasurer.** The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Executive Board, and he or she shall, in general, perform all the duties incident to the office of treasurer of a non-stock corporation organized under the laws of the State of Connecticut. He or she may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Association in such banks as the Executive Board may designate. He or she may have custody of and shall have the power to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others.

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

**Section 4.9 - Compensation.** An officer may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties.

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

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

## **ARTICLE V**

### **Enforcement**

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

- (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist therein) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the Documents, and the Executive Board shall not thereby deemed liable for any manner of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

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

## **ARTICLE VI**

### **Indemnification**

The directors and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Sections 33-455 and 33-454 of the Connecticut General Statutes, the provisions of which are hereby incorporated by reference and made a part hereof.

## **ARTICLE VII**

### **Records**

**Section 7.1 - Records and Audits.** The Association shall maintain financial records. The financial records shall be maintained and audited in accordance with Article XVIII of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the Documents.

**Section 7.2 - Examination.** All records maintained by the Association or by the manager shall be available for examination and copying by any Unit Owner, by any holder of a Security

Interest in a Unit, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

**Section 7.3 - Records.** The Association shall keep the following records:

- (a) An account for each Unit which shall designate the name and address of each Unit Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Common Expense assessment, the dates on which each assessment comes due, the amounts paid on the account, and the balance due.
- (b) An account for each Unit Owner showing any other fees payable by the Unit Owner.
- (c) A record of any capital expenditures anticipated by the Association for the current and next succeeding fiscal year.
- (d) A record of the amount, and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs.
- (e) The current operating budget adopted pursuant to Subsection (a) of Section 47-257 of the Connecticut General Statutes and ratified pursuant to the procedures of Subsection (c) of Section 47-245 of the Connecticut General Statutes.
- (f) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant.
- (g) A record of insurance coverage provided for the benefit of Unit Owners and the Association.
- (h) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements.
- (i) Annually the Association shall prepare a balance sheet showing the financial condition of the corporation as of a date not more than four (4) months prior thereto, and a statement of receipts and disbursements for twelve (12) months prior to that date. The balance sheet and statement shall be kept for at least ten years from such date in the principal office of the Association.
- (j) Tax returns for state and Federal income taxation.
- (k) Minutes of proceedings of incorporators, Unit Owners, Directors, committees of Directors and waivers of notice.

**Section 7.4 - Form Resale Certificate.** The Executive Board shall adopt a form resale certificate to satisfy the requirement of Section 47-270 of the Connecticut General Statutes.

## **ARTICLE VIII**

### **Miscellaneous**

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

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

**Section 8.3 - Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**Section 8.4 - Office.** The principal office of the Association shall be on the Property or at such other place as the Executive Board may from time to time designate.

## **ARTICLE IX**

### **Amendments to Bylaws**

The Bylaws may be amended only pursuant to the provisions of Article XVI of the Declaration.

Certified to be the Bylaws adopted by consent of the incorporator(s) of Whispering Pines Village Association, Inc. dated December 4, 2008



George G. Touponse, III  
Incorporator

**RULES**  
**OF**  
**WHISPERING PINES VILLAGE ASSOCIATION, INC.**

(Public Offering Statement Exhibit C)

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Board or such committee then established having jurisdiction over such matters, if any.

**Section 1.7 - Cleanliness.** Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

**Section 1.8 - Electrical Usage.** Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

## **ARTICLE II**

### **Use of Common Elements**

**Section 2.1 - Obstructions.** There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Executive Board except as hereinafter expressly provided.

**Section 2.2 - Trash.** No garbage cans or trash barrels shall be placed outside the Units. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, except in designated trash storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios or terraces.

**Section 2.3 - Storage.** Storage of materials in Common Elements or other areas designated by the Executive Board, including storage lockers, shall be at the risk of the person storing the materials.

**Section 2.4 - Proper Use.** Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.

**Section 2.5 - Trucks and Commercial Vehicles.** Trucks and commercial vehicles are prohibited in the parking areas and driveways, except for temporary loading and unloading, or as may be designated by the Executive Board.

**Section 2.6 - Alterations, Additions or Improvements to Common Elements.** There shall be no painting of Common Elements and no alterations, additions or improvements may be made to the Common Elements without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any. No clothes, sheets, blankets, laundry or any other kind of articles other than holiday decorations on doors only, shall be hung out of a building or exposed or placed on the outside walls, doors of a building or on trees, and no sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window.

## **ARTICLE III**

### **Actions of Owners and Occupants**

**Section 3.1 - Annoyance or Nuisance.** No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

**Section 3.2 - Compliance With Law.** No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations of the Town of Thomaston. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

**Section 3.3 - Pets.** No animals, birds or reptiles of any kind shall be raised, bred, or kept on the property or brought on the Common Elements, except that no more than one dog of gentle disposition, or two (2) dogs if both dogs are less than fifteen (15) inches at the shoulder at maturity, no more than two cats, or other household pets, approved and licensed by the Executive Board or the manager as to compatibility with the Common Interest Community may be kept. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property with three (3) days after Notice and Hearing from the Executive Board. In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a leash. No dogs shall be curbed in any courtyard or close to any patio or terrace, except in the street or special areas designated by the Executive Board. The owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

**Section 3.4 - Indemnification for Actions of Others.** Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

**Section 3.5 - Employees of Management.** No Unit owner shall send any employee of the manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

**Section 3.6 - Lint Filters on Dryers; Grease Screens on Stove Hoods.** All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens, which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all time be used and kept in clean, good order and repair by the Unit Owner.

## **ARTICLE IV**

### **Insurance**

**Section 4.1 - Increase in Rating.** Nothing shall be done or kept which will increase the rate of insurance on any buildings, or contents thereof, without the prior consent of the Executive Board. No Unit Owner shall permit anything to be done, or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

**Section 4.2 - Rules of Insurance.** Unit Owners and occupants shall comply with the Rules and Regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy on the Property.

**Section 4.3 - Reports of Damage.** Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager or a Director by any person having knowledge thereof.

## **ARTICLE V**

### **Rubbish Removal**

**Section 5.1 - Deposit of Rubbish.** Rubbish container locations will be designated by the Executive Board or the manager. Pickup will be from those locations only. Occupants will be responsible for removal of rubbish from their Units to the pickup locations. Rubbish is to be deposited within that location and the area is to be kept neat, clean and free of debris. Long term storage of rubbish in the Units is forbidden.

## **ARTICLE VI**

### **Motor Vehicles**

**Section 6.1 - Compliance with Law.** All persons will comply with Connecticut State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and Property.

**Section 6.2 - Parking.** Vehicles parking in "no parking" areas, fire lanes, on the pavement or blocking access, or otherwise improperly parked, may be towed at the owner's expense.



**Section 6.3 - Limitations on Use.** The use of Limited Common Element parking garages is limited to use by the occupant of the Unit to which it is assigned as a Limited Common Element. Any vehicle must be registered in order to park permanently on the premises. A Unit Owner must garage one of his other vehicles overnight in his or her garage or carport and not in an outside space. Parking areas shall be used for no other purpose than to park motor vehicles, and loading or unloading.

**Section 6.4 - Visitor Parking.** Visitor's motor vehicles shall be limited to no more than twelve (12) hours of parking in the common areas designated for parking.

**Section 6.5 - Speed Limit.** The speed limit on the entrance road is 20 miles per hour. The speed limit on other drives is 15 miles per hour.

**Section 6.6 - Snowmobiles, Off Road and Unlicensed or Immobile Vehicles.** Snowmobiles, off road vehicles including trail bikes, jeeps and other four-wheel drive vehicles not used in maintenance are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the Property. Except for motor assisted bicycles and wheel chairs as permitted by state law, all motor vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Except for temporary repairs not involving immobility in the excess of 10 hours, motor vehicles will not be disassembled, repaired, rebuilt, painted or constructed outside of garages on the Property.

**Section 6.7 - No Parking Areas.** Vehicles may not be parked in such manner as to block access to garages, carports, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles on roads and drives. Vehicles in violation will be towed after reasonable efforts to contract the person, Unit Owner or occupant to whom the vehicle is registered. In addition, a \$25 per day fine may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation.

**Section 6.8 - Limited Use of Trucks, Vans, Trailers and Commercial Vehicles.** The following types of vehicles are prohibited in the parking areas or drives in excess of 8 hours except for temporary loading or unloading following which the vehicle must be removed from the Property for at least 16 hours: commercial vehicles carry a sign advertising a business; trucks, vans and vehicles having capacity of more than three quarter ton; trailers of any kind; and vehicles with more than four single-tired wheels. Construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted during such use.

## **ARTICLE VII**

### **Rights of Declarant**

The Declarant may make such use of the unsold Units and Common Elements as may

facilitate completion and sale of the Common Interest Community including, but not limited to, maintenance of a sales office, the showing of the Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. Interference with workmen or with buildings under constructions is prohibited. Entrance into construction or Declarant's restricted areas will be only with representatives of the Declarant.

## **ARTICLE VIII**

### **General Administrative Rules**

**Section 8.1 - Consent in Writing.** Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

**Section 8.2 - Complaint.** Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

## **ARTICLE IX**

### **General Recreation Rules**

**Section 9.1 - Limited to Occupants and Guests.** Passive recreational facilities, open space and woodland within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the Association harmless from damage or claims by virtue of such use.

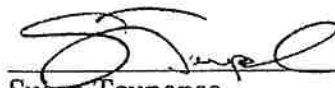
**Section 9.2 - Boisterous Behavior Prohibited.** Boisterous, rough or dangerous activities or behavior, which unreasonably interferes with the permitted use of facilities by others, is prohibited.

**Section 9.3 - Reserved Areas.** Specific portions of woodland or open space facilities, or specific times of recreational schedules may be reserved, or priority given, to certain age groups. Such reservations and scheduling shall be done by management personnel, and shall be effective after publication.

**Section 9.4 - Children.** Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations, or damage caused by their children whether the parents are present or not.

**Section 9.5 - Proper Use.** Recreational facilities will be used for the purposes for which they were designed. Picnic areas, equipment, and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used.

Certified to be the initial  
rules adopted by the Executive  
Board on its date of organization

A handwritten signature in black ink, appearing to read 'Susan Touponse', is written over a horizontal line.

Susan Touponse  
Secretary

STATUTORY FROM WARRANTY DEED

SURVIVORSHIP

(Public Offering Statement Exhibit D)

**LONG HORIZON DEVELOPMENT, L.L.C.** a Connecticut limited partnership having its principal place of business at Thomaston, Connecticut (hereinafter referred to as "Grantor") for the consideration of

( \$ ) Dollars received to its full satisfaction of  
, having an address of  
(hereinafter collectively referred to as "Grantees") does give, grant, bargain, sell and confirm unto said Grantees and unto the survivor of them, and unto each survivor's heirs, administrators, executors, successors and assigns, forever with WARRANTY COVENANTS, the following described real property with any and all rights and appurtenances thereto located in the Town of Thomaston, County of Litchfield and State of Connecticut known as **UNIT NO.** (the "Unit") in Whispering Pines Village as more particularly described and designated in a certain Declaration of Whispering Pines Village (the "Declaration") by Long Horizon Development, L.L.C. dated 2008 and recorded on , in Volume , at Page of the Thomaston Land Records (the "Declaration"), as amended of record.

In Witness Whereof, I have hereunto set my hand and seal this day of  
in the year of our Lord Two Thousand

Signed, Sealed and Delivered in the  
Presence of

Long Horizon Development, L.L.C.

BY: George G. Touponse, III  
Its Member, Duly Authorized

STATE OF CONNECTICUT)

Ss: Thomaston

COUNTY OF LITCHFIELD)

Personally Appeared Long Horizon Development, L.L.C., acting herein by George G. Touponse, III, its Member, duly authorized, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said Limited Liability Company, before me.

George P. Seabourne  
Commissioner of the Superior Court

## SCHEDULE A

The following described real property with any and all rights and appurtenances thereto located in the Town of Thomaston, County of Litchfield and State of Connecticut known as UNIT NO. \_\_\_\_\_ in Whispering Pines Village as more particularly described and designated in a certain Declaration of Whispering Pines Village by Long Horizon Development, L.L.C. dated \_\_\_\_\_, 2008 and recorded in the land records of the Town of Thomaston on \_\_\_\_\_, 2008 in Volume \_\_\_\_\_, Page \_\_\_\_\_, as amended of record.

The Unit is hereby conveyed together with and subject to the terms, conditions, agreements, obligations and easements contained in the Declaration as it may be amended or supplemented from time to time. By acceptance of this deed, the Grantees, their heirs, administrators, executors, successors and assigns, also hereby expressly assume and agree to be bound by and to comply with all the terms, conditions, agreements, obligations and easements as set forth in the Declaration and Schedules thereto and in the Bylaws of Whispering Pines Village Association, LLC (the "Association") as they may be amended or supplemented from time to time. In addition, by acceptance of this deed, the Grantees shall become members of said Association and, as such members accept all of the rights and obligations imposed thereunder.

TOGETHER WITH a percentage of undivided interest in the common elements as set forth in the above described Declaration.

The Unit is conveyed together with and subject to:

1. Any and all provisions of any ordinance, municipal regulation or public or private law.
2. Taxes due to the Town of Thomaston, 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.
3. Sewer use charges and sewer use surcharges which become due and payable to the Town of Thomaston after the date of the delivery of the Unit deed.
4. Water use charges which become due and payable to Connecticut Water Company after the date of the delivery of the Unit deed.
5. Notes and conditions as shown on a map recorded on the Thomaston Land Records in Map Book \_\_\_\_\_, Page \_\_\_\_\_ and on the Survey annexed to and recorded with the Declaration.
6. Easement – Vincent J. DiGiuseppe and Elizabeth G. DiGiuseppe to the State of Connecticut dated May 4, 2007 and recorded in Volume 257, Page 264, Thomaston Land Records.
7. Water Main Easement – Long Horizon Development, L.L.C. to The Connecticut Water Company dated May 14, 2008 and recorded in Volume 264, Page 960, Thomaston Land Records.

8. Electric Distribution Easement – Long Horizon Development, L.L.C. to The Connecticut Light and Power Company dated July 10, 2008 and recorded July 29, 2008 in Volume 265, Page 978, Tyhomaston Land Records.
9. Gas Distribution Easement – Long Horizon Development, L.L.C. to Yankee Gas Services Company dated August 4, 2008 and recorded August 8, 2008 in Volume 266, Page 63, Thomaston Land Records.
10. Right of Way for the benefit of Parcel "B" over Parcel "C" for the purpose of ingress and egress and for the transmission of utilities over a proposed road as contained in a Warranty Deed from Jannette D. Stevens, Trustee to Long Horizon Development, L.L.C. dated July 2, 2007 and recorded in the Thomaston Land Records.
11. Drainage and grading easement over Parcels "A" and "B" as shown on a survey as "PROP. DRAINAGE & GRADING EASEMENT" for the benefit of Parcel "C" and the right to install and maintain drainage structures over Parcel "A" and "B". In the event of installation and maintenance of said drainage structures, any disturbance will be repaired and returned to the same or nearly same condition as existed prior to the disturbance.
12. The Declarant's right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land now 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.
13. An inchoate lien for sewer benefit connection charges in the amount of Two Thousand (\$2,000.00) Dollars per unit payable to the Thomaston Water Pollution Control Authority.
14. The Declarant's right to grant easements to public utility companies and to convey Improvements within those easements any where 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.

# **MANAGEMENT AGREEMENT**

## **WHISPERING PINES VILLAGE ASSOCIATION, INC.**

(Public Offering Statement Exhibit E)

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## **MANAGEMENT AGREEMENT**

(Public Offering Statement Exhibit E)

THIS AGREEMENT, made this 29th day of December, 2008, between Whispering Pines Village Association, Inc., a Connecticut non-stock corporation with a principal office in the Town of Thomaston, County of Litchfield, and State of Connecticut (hereinafter called the "Association"), and S. T. Management Company, LLC, a Connecticut limited liability company with an office in the Town of Thomaston, County of Litchfield and State of Connecticut, (hereinafter called the "Manager").

### **WITNESSETH:**

In consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto mutually agree as follows:

## **ARTICLE I**

### **Appointment and Term**

**Section 1.1 - Appointment.** The Association hereby appoints the Manager, and the Manager hereby accepts appointment, on the terms and conditions hereinafter provided, as exclusive managing agent of the Common Interest Community known as Whispering Pines Village.

**Section 1.2 - Term.** Unless terminated sooner as hereinafter provided, this Agreement shall be in effect for a term of two (2) years from the date of execution.

**Section 1.3 - Authority.** The Manager fully understands that the function of the Association is the operation and management of the Common Interest Community and the Manager agrees, notwithstanding the authority given to the Manager in this Agreement, to confer fully and freely with the Executive Board in the performance of its duties as herein set forth and to attend membership Directors' meetings at any time or times requested by the Executive Board. It is further understood and agreed that the authority and duties conferred upon the Manager hereunder are confined to the Common Elements as defined in the Declaration and such portions of the Units as may be controlled, inspected or maintained by the Association. Such authority and duties do not and shall not otherwise include supervision or management of Units except as directed by the Association.

## **ARTICLE II**

### **Plans**

In order to facilitate efficient operation, the Association shall furnish the Manager with as complete a set of plans and specifications of the improvements on the Property, as finally

constructed, as is available. With the aid of these document and inspection made by competent personnel, the Manager will inform itself with respect to the layout, construction, location, character, plan and operation of the lighting, heating, plumbing, and ventilating systems, as well as any other mechanical equipment on the Property. Copies of the guarantees and warranties pertinent to the construction of the improvements on the Property and in force at the time of the execution of this Agreement shall be furnished to the Manager.

### **ARTICLE III**

#### **Duties of Manager**

Under the personal and direct supervision of one of its principal officers, the Manager shall render services and perform duties as follows:

**Section 3.1 - Bonding.** The Manager and all of its employees who handle or are responsible for the handling of the Association's funds shall be bonded by a fidelity bond in accordance with Section 22.4 of the Declaration. The cost of the bond shall be charged to the Association.

**Section 3.2 - Non-Owned Equipment.** Pursuant to a schedule of rates, which shall be subject to the approval of the Executive Board, provide sufficient equipment not owned by the Association to properly maintain the premises.

**Section 3.3 - Inventory.** Immediately ascertain the general condition of the Property and Improvements thereon and, if the accommodations there afforded have yet to be occupied for the first time, establish liaison with such general contractor constructing the Improvements as there may be to facilitate the completion by him or her of such corrective work, if any as is yet to be done; also, cause an inventory to be taken of all furniture, office equipment, maintenance tools and supplies.

**Section 3.4 - Moving Unit Owners.** Coordinate the plans of Unit Owners and occupants of Units for moving their personal effects into the Property or out of it, with a view toward scheduling such movements so that there shall be a minimum of inconvenience to others.

**Section 3.5 - Service of Complaints.** Maintain businesslike relations with Unit Owners whose service requests shall be received, considered and recorded in systematic fashion in order to shows the action taken with respect to each. Complaints of a serious nature shall, after thorough investigation, be reported to the Executive Board with appropriate recommendations. As part of a continuing program, secure full performance by the Unit Owners of all items and maintenance for which they are responsible in accordance with the Association's rule enforcement procedures.

**Section 3.6 - Collection.** Collect all Common Expense assessments and other monies due from Unit Owners and all sums due from concessionaires in consequence of the authorized operation of facilities in the Common Interest Community maintained primarily for the benefit of the Unit Owners. The Executive Board hereby authorizes the Manager to request, demand,

collect, receive, and receipt for any and all charges or rents which may at any time be or become due to the Association or the Common Interest Community and to take such action in the name of the Association by way of legal process or otherwise as may be required for the collection of delinquent monthly assessments. As a standard practice, the Manager shall furnish the Association and all other parties (including mortgagees) entitled thereto with an itemized list of all delinquent accounts and other violations immediately following the tenth day of each month.

**Section 3.7 - Maintenance.** Cause the Common Elements of the Property to be maintained according to standards acceptable to the Executive Board, including but not limited to interior and exterior cleaning, painting and decorating, plumbing, steamfitting, carpentry, and such other normal maintenance and repair work as may be necessary, subject to any limitations imposed by the Executive Board in addition to those contained in Section 3.09 hereof.

**Section 3.8 - Compliance With Official Orders.** Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the Property placed thereon by any federal, state, county or municipal authority having jurisdiction thereover, and orders of the Board of Fire Underwriters or other similar bodies. The Manager, however, shall not take any action under this Section 3.8 so long as the Association is contesting or has affirmed its intention to contest any such order or requirement. The Manager shall promptly, and in no event later than 72 hours from the time of their receipt, notify the Executive Board in writing of all such orders and notices.

**Section 3.9 - Contracts.** Subject to approval by the Executive Board, make contracts for water, electricity, gas, fuel oil, telephone, vermin extermination, and other necessary services, or such of them as the Association shall deem advisable. Also, place orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain the Property. All such contracts and orders shall be made in the name of the Association. When taking bids or issuing purchase orders, the Manager shall act at all times under the direction of the Executive Board and shall be under a duty to secure for and credit to the latter any discounts, commissions, or rebates obtainable as a result of such purchases.

**Section 3.10 - Insurance.** When Authorized by the Executive Board in writing, cause to be placed and kept in force all forms of insurance as required by the Declaration. The Manager shall promptly investigate and make a full written report as to all accidents or claims for damage relating to the management, operation and maintenance of the Common Interest Community, including any damage or destruction to the Property, the estimated cost of repair, and shall cooperate with, and make any and all reports required by, any insurance company, mortgagee or trustee in connection therewith.

**Section 3.11 - Bank Accounts.** Following the opening thereof by the Executive Board, in a bank as chosen by the Executive Board and in a manner to indicate the custodial nature thereof, maintain separate bank accounts as agent of the Association for the deposit of the monies of the Association, with authority to draw thereon for any payments to be made by the Manager to discharge any liabilities or obligations incurred pursuant to this Agreement, and for the payment of the Manager's fee, all of which payments shall be subject to the limitations in this Agreement.

**Section 3.12 - Disbursements.** From the funds collected and deposited in the special account hereinabove provided, cause to be disbursed, regularly and punctually, charges for services provided by the personnel, the taxes payable under Section 3.13, insurance premiums, and sums otherwise due and payable to the Association as operating expenses or reserve funds, authorized to be incurred under the terms of this Agreement or as directed by the Executive Board, including the Manager's fee.

**Section 3.13 - Accounting.** Working in conjunction with an accountant, prepare for execution and filing by the Association all forms, reports and returns required by law in connection with insurance, worker's compensation insurance, if applicable, disability benefits, sales, franchise and other taxes now in effect or hereafter imposed, and also requirements relating to the employment of its personnel.

**Section 3.14 - Records.** Maintain a comprehensive system of office records, books and accounts in a manner satisfactory to the Executive Board and in compliance with the Bylaws, which records shall be subject to examination by it at all reasonable hours. As a standard practice, the Manager shall render to the Executive Board not later than the tenth day of each succeeding month a statement of receipts and disbursements as of the end of every month.

**Section 3.15 - Budget.** At least sixty (60) days before the beginning of the new fiscal year, prepare, with the assistance of an accountant, if need be, a proposed operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the new fiscal year and taking into account the general condition of the Common Interest Community. Such budget, together with a statement from the Manager outlining a plan of operation and justifying the estimates made in every important particular, shall be submitted to the Executive Board in final draft at least forty (40) days prior to the commencement of the annual period for which it has been made. The Executive Board shall thereupon approve or modify such budget, and the budget shall be ratified by the Unit Owners in accordance with Section 19.5 of the Declaration. The budget shall constitute a major control under which the Manager shall operate, and there shall be no substantial variances therefrom, except such as may be sanctioned by the Executive Board. By this it is meant that no expenses may be incurred or commitments made by the Manager in connection with the maintenance and operation of the Common Interest Community in excess of the amounts allocated to the various classifications of expense in the approved budget without the prior consent of the Executive Board, except that, if necessary because of an emergency or lack of sufficient time to obtain such prior consent, and overrun may be experienced, provided it is brought promptly to the attention of the Executive Board in writing.

**Section 3.16 - Standards.** It shall be the duty of the Manager at all times during the term of this Agreement to operate and maintain the Common Interest Community according to the highest standards achievable consistent with the overall plan of the Common Interest Community and the interests of the Unit Owners. The Manager shall see that all Unit Owners and occupants are aware of such rules, regulations and notices as may be promulgated by the Association or the Executive Board from time to time. The Manager shall be expected to perform such other acts and deeds as are reasonable, necessary and proper in the discharge of its duties under this Agreement.

## **ARTICLE IV**

### **Manager as Agent of Association**

Everything done by the Manager under the provisions of Article III shall be done as agent for the Association, and all obligations or expenses properly incurred thereby shall be for the account of, on behalf of, and at the expense of, the Association, except that the Association shall not be obligated to pay directly the general overhead expenses of the Manager's office, including expenses for the Manager's internal office staff. Any payment to be made by the Manager hereunder shall be made out of such sums as are available in the special account of the Association or to pay any sum, except out of funds held or provided as aforesaid, nor shall the Manager be obliged to incur any liability or obligation for the account of the Association without assurance that the necessary funds for the discharge thereof will be provided. The Manager shall not be deemed to be an employee of the Association but shall at all times be considered an independent contractor.

## **ARTICLE V**

### **Compensation**

The annual compensation which the Manager shall be entitled to receive for all services performed under this Agreement shall be a fee of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) payable monthly in installments of ONE HUNDRED TWENTY DOLLARS (\$120.00).

If the Declarant exercises its Development Right to create additional Units in the Common Interest Community, the Manager's compensation shall increase by an amount equal to TEN DOLLARS (\$10.00) per additional Unit per month, pro rated from the date the amended Declaration is recorded on the Land Records of the Town of Thomaston reflecting the additional Units.

## **ARTICLE VI**

### **Termination**

**Section 6.1 - Cancellation.** Either party may cancel this Agreement at any time by giving written notice ninety (90) days prior to the proposed termination date.

**Section 6.2 - Termination for Cause.** If the Manager shall fail to substantially perform its duties and obligations hereunder for a continuous period of thirty (30) days after receiving written notice of the default from the Association, specifying the default complained of, this Agreement shall terminate immediately at the expiration of said thirty (30) day period at the option of the Association, unless the default so specified shall have been cured.

**Section 6.3 - Mutual Consent.** This Agreement may be terminated by mutual consent of the parties.

**Section 6.4 - Bankruptcy.** In the event a petition in bankruptcy is filed by or against either party hereto or in the event that either party shall make an assignment for the benefit of creditors or take advantage of any insolvency act, the other party hereto may terminate this Agreement without notice to the other.

**Section 6.5 - Compensation.** In the event of termination, the compensation provided by Article V shall be prorated to the date of such termination.

## **ARTICLE VII**

### **Assignment**

The Manager shall not assign this Agreement or any rights, benefits, duties or obligations under this Agreement to any other party without prior written consent of the Association.

## **ARTICLE VIII**

### **General**

**Section 8.1 - Obligation.** This Agreement shall inure to the benefit of, and constitute a binding obligation upon, the contracting parties, their respective successors and assigns.


**Section 8.2 - Entire Agreement.** This Agreement shall constitute the entire Agreement between the contracting parties, and no variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

**Section 8.3 - Agreements With Unit Owners.** Nothing herein shall prohibit the Manager from entering into separate arrangements or agreements with individual Unit Owners with respect to management, sales or rental services for individual Units. In any such arrangements the duties assumed by the Manager shall not conflict with or duplicate the duties required to be performed herein, which shall be considered primary.


**Section 8.4 - Definitions.** Terms which are initially capitalized in this Agreement are defined in the Declaration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WHISPERING PINES VILLAGE ASSOCIATION,  
INC.  
("Association")

By   
George G. Touponse, III  
Its President

S. T. MANAGEMENT COMPANY, LLC

By   
Susan Touponse  
Its Member

PROPOSED BUDGET FOR WHISPERING PINES VILLAGE ASSOCIATION, INC.

JANUARY 1, 2009 - DECEMBER 31, 2009  
(Public Offering Statement Exhibit F)

<b>Assessment Income</b>		<b>\$ 18,000.00</b>
<b>Operating Expense Reserve</b>		<b>\$ 650.00</b>
<b>Administrative</b>		
Financial Management	\$ 1,200.00	
Supplies and Printing	\$ 200.00	
Insurance	\$ 4,000.00	
Audit	\$ 500.00	
Legal	\$ 500.00	
<b>SUBTOTAL</b>		<b>\$ 6,400.00</b>
<b>Land Services</b>		
Grounds Maintenance	\$ 2,500.00	
Lighting	\$ 350.00	
Snow Removal	\$ 2,500.00	
Water Line Assessment and Hydrant	\$ 1,600.00	
<b>SUBTOTAL</b>		<b>\$ 6,950.00</b>
<b>Common Element Reserve</b>	<b>\$ 2,000.00</b>	
<b>Capital Improvement Reserve</b>	<b>\$ 2,000.00</b>	
<b>TOTAL RESERVE</b>		<b>\$ 4,000.00</b>
<b>TOTAL EXPENSES</b>		<b>\$ 18,000.00</b>
<b>Budgeted monthly Common Expense Assessment per share</b>		<b>\$ 150.00</b>