

DECLARATION
OF
WHISPERING PINES VILLAGE ASSOCIATION, INC.
THOMASTON, CONNECTICUT

(Public Offering Statement Exhibit A)

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DECLARATION

LONG HORIZON DEVELOPMENT, L.L.C. a Connecticut Limited Liability Company with an office at Thomaston, Connecticut does hereby submit the real property in the Town of Thomaston, 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 Whispering Pines Village.

ARTICLE I

Definitions

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

Section 1.1 - Act. The Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes as it may be amended from time to time.

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

Section 1.3 - Association. Whispering Pines Village 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 Connecticut General Statutes.

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

Section 1.5 - Common Elements. All portions of the Common Interest Community other than the Units and any other interests in real property for the benefit of Unit Owners which are subject to the Declaration.

Section 1.6 - Common Expenses. The expenses for the operation of the Common Interest Community as set forth in Section 19.1 of this Declaration.

Section 1.7 - Common Interest Community. Whispering Pines Village.

Section 1.8 - Declarant. LONG HORIZON DEVELOPMENT, L.L.C., a Connecticut Limited Liability Company or its successor as defined in Subsection (12) of Section 47-202 of the Connecticut General Statutes.

Section 1.9 - Declaration. This document, including any amendments.

Section 1.10 - Development Rights. The rights reserved by the Declarant under Article VIII of this Declaration to create Units, Common Elements, and Limited Common Elements within the Common Interest Community.

Section 1.11 - Director. A member of the Executive Board.

Section 1.12 - Documents. The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, the Bylaws, and the Rules as they may be amended from time to time. Any exhibit, schedule or certification accompanying a Document is part of that Document.

Section 1.13 - 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 notice and other rights described in Article XVIII.

Section 1.14 - 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.

Section 1.15 - Executive Board. The Board of Directors of the Association.

Section 1.16 - Improvements. Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to, buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes, and light poles.

Section 1.17 - Limited Common Elements. A portion of the Common Elements allocated by the Declaration or by the operation of Subsection (2) or (4) of Section 47-221 of the Connecticut General Statutes 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 1.18 - 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 of this Declaration.

Section 1.19 - 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 of this Declaration.

Section 1.20 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

Section 1.21 - Plans. The plans filed with this Declaration as Schedule A-4, as they may be amended from time to time.

Section 1.22 - Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 1.23 - 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 1.24 - Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.25 - Survey. The survey filed with this Declaration as Schedule A-3, as it may be amended from time to time.

Section 1.26 - 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 1.27 - Unit Owner. The Declarant or other 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.

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 Whispering Pines Village. Whispering Pines Village is a condominium.

Section 2.2 - Association. The name of the Association is Whispering Pines Village Association, Inc.

ARTICLE III

Description of Land

The Common Interest Community is situated in the Town of Thomaston, Connecticut and is located on land described in Schedule A-1.

ARTICLE IV

Maximum Number of Units, Identification and Boundaries

Section 4.1 - Number of Units. The Common Interest Community presently contains Ten (10) Units. The Declarant may create an additional Fifty Four (54) Units up to a maximum of Sixty Four (64) Units.

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

Section 4.3 - Boundaries. The boundaries of each Unit created by this Declaration are located as shown on the Survey and Plans and are more particularly described as follows:

- (a) Walls, floors, windows, exterior doors and ceilings are designated as boundaries of a Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, windows, exterior doors and ceilings are a part of the Common Elements.
- (b) **Inclusions:** Each Unit shall include the space and Improvements lying within the boundaries described in Subsection 4.3(a) above, and shall also contain any pipes, wires, ducts and conduits situated in the perimeter walls of the Unit serving only that Unit.
- (c) **Exclusions:** Except when specifically included by other provisions of Section 4.3, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Subsection 4.3(a) above; and all chutes, pipes, flues, ducts, wire, conduits, and other facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to other Units or Common Elements or both.
- (d) **Inconsistency with Survey and Plans:** If this definition is inconsistent with the Survey and Plans, then this definition shall control.

ARTICLE V

Limited Common Elements

The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

- (a) If any chute, flue, pipe, duct, wire, conduit, or any other fixture lies outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element, the use of which is limited to that Unit, and any portion

thereof serving more than one (1) Unit or any portion of the Common Elements is a part of the Common Elements.

- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.
- (c) Stoops and steps at the entrances to each building, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.
- (d) Attic space above each Unit, the use of which is limited to the Unit beneath it.
- (e) Basement storage and utility areas, the use of which is limited to the Unit or Units as shown on the Plans.
- (f) Any space heating, water heating and air conditioning apparatus and all electrical switches, television, telephone, and electrical receptacles and light switches serving one Unit exclusively, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.
- (g) Any community room in a residential building, the use of which is limited to the Units in the building in which it is located.

As to each of the foregoing, 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 Owners.

Section 6.2 - Units. Each Unit Owner shall maintain, repair and replace at his or her own expense, all portions of his or her Unit, except the portions thereof to be maintained, repaired or replaced by the Association.

Section 6.3 - Limited Common Elements. Notwithstanding the provisions of Section 6.1 and Section 6.2, each Unit Owner shall be responsible for removing all snow, leaves and debris from all patios and balconies which are Limited Common Elements appurtenant to his or her Unit. If any such Limited Common Element is appurtenant to two or more Units, the owners of those Units will be jointly responsible for such removal.

Furthermore, each Unit Owner shall be responsible for the maintenance, repair and replacement of those Limited Common Elements described in Article V Subsection (f) of this Declaration.

Section 6.4 - Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any conditions threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 6.5 - Repairs Resulting From Negligence. Each Unit Owner shall reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association shall be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

ARTICLE VII

Subsequently Allocated Limited Common Elements

Those portions of the Common Elements shown as parking spaces on the Survey may be subsequently allocated as Limited Common Elements in accordance with Section 12.1 of this Declaration.

ARTICLE VIII

Development Rights and Other Special Declarant Rights

Section 8.1 - Reservation of Development Rights. The Declarant reserves the following Development Rights:

- (a) The right to add Units, Common Elements, and Limited Common Elements in the location shown as "Development Rights Reserved in this Area" on the Survey and Plans.
- (b) The right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land not designated "Development Rights Reserved in this Area" on the Survey for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the land designated "Development Rights Reserved in this Area" on the Survey. The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the above-

mentioned purposes. If the Declarant grants any such easements, Schedule A-1 shall be amended to include reference to the recorded easement.

Section 8.2 - Limitations on Development Rights. The Development Rights reserved in Section 8.1 are limited as follows:

- (a) The Development Rights may be exercised at any time, but not more than Fifteen (15) years after the recording of the initial Declaration;
- (b) Not more than Fifty Four(54) additional Units may be created under the Development Rights;
- (c) The quality of construction of any buildings and Improvement to be created on the Property shall be consistent with the quality of those constructed pursuant to this Declaration as initially recorded;
- (d) 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;
- (e) No Development Rights may be exercised unless approved pursuant to Section 18.5 of this Declaration.

Section 8.3 - Phasing of Development Rights. No assurances are made by the Declarant regarding the portions of the areas shown as "Development Rights Reserved in this Area" on the Plans and Survey as to the portions where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

Section 8.4 - 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, filed with this Declaration;
- (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;

- (e) To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control subject to the provisions of Section 8.9 of this Declaration.

Section 8.5 - Models, 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 8.6 - Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in this Declaration.

Section 8.7 - 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 8.8 - 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, [promptly after the sale of the last Unit], any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 8.9 - Declarant Control of Association

- (a) Subject to Subsection 8.9(b); 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 (60) days after conveyance of sixty percent (60%) of the Units may be created to Unit Owners other than a Declarant;
 - (ii) two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business; or

- (iii) two (2) years after any right to add new Units was last exercised.

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 (60) days after conveyance of one-third (1/3) of the Units that may be created to Unit Owners other than a Declarant, at least one (1) member and not less than one-third (1/3) 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 (3) members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.
- (d) Notwithstanding any provision of this Declaration or the Bylaws to the contrary, the Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove a member appointed by the Declarant.

Section 8.10 - Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant during such period of time as the Declarant is obligated under any warranty or obligation, holds a Development Right to create additional Units or Common Elements, owns any Unit, or holds any Security Interest in any Unit, or for Fifteen (15) years after recording this Declaration, whichever is earliest. Earlier termination of certain rights may occur by statute.

Section 8.11 - 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 IX

Allocated Interests

Section 9.1 - Allocation of Interests. The table showing Unit numbers 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 IX. These formulas are to be used in reallocating interests if Units are added to the Common Interest Community.

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

- (a) **Undivided Interest in the Common Elements.** The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the total number of declared units divided into one (1). For example, if ten (10) units have been declared, divide one (1) by ten (10) and the percentage interest would be .1000
- (b) **Liability for the Common Expenses.** The percentage of liability for Common Expenses allocated to each Unit is based on the total number of declared units divided into one (1). For example, if ten (10) units have been declared, divide one (1) by ten (10) and the percentage interest would be .1000. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XIX of this Declaration.
- © **Votes.** Each Unit in the Common Interest Community shall have one (1) equal Vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in Schedule A-2.

ARTICLE X

Restrictions on Use, Alienation and Occupancy

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

(A) USE AND OCCUPANCY RESTRICTIONS WITH REGARD TO OLDER PERSONS.

The Common Interest Community is intended to be "55 or over housing", so as to qualify as "housing for older persons" within the meaning of the Fair Housing Act, the Fair Housing Act Amendments Act of 1988, P.L. 100-430 (September 13, 1988) and amendments thereto including, but not limited to the Housing for Older Persons Act of 1995, HR 660 (signed December 1995); regulations adopted by the U.S. Dept. of HUD implementing the Housing for Older Persons Act, found at 24 CFR Part 100, and any amendments thereto; any judicial or administrative interpretations or decisions affecting said legislation. ("Fair Housing Act"). The construction, interpretation and enforcement of this Section, as well as Section 10.2 of the Declaration, shall be done in a manner consistent with such requirements.

- (1) Permanent Occupancy of any Unit is restricted to:
 - (i) any person of the age of 55 years or over, and

- (ii) any person approved by the Declarant or the Board, in accordance with the provisions set forth below in this Section ("Age Qualified Person");
- (iii) a husband, wife or companion, over the age of 16 years, residing with the Age Qualified Person;
- (iv) children residing with the Age Qualified Person or residing with the husband, wife or companion of the Age Qualified Person, provided the children are over the age of 16 years;
- (v) an individual, over the age of 16 years, residing with and providing physical or economic support to the Age Qualified Person; or
- (vi) any person who was permitted to and did occupy a Unit with an Age Qualified Person may continue to occupy the Unit after the death of Age Qualified Person.

The Fair Housing Act permits housing intended for persons 55 and older provided that (1) at least 80% of the occupied units are occupied by at least one person who is 55 or older; (2) the Community publishes and adheres to policies demonstrating the intent to be aged-restricted; and (3) the Community meets certain rules for verifying the age restrictions of the Community. Thus, up to 20% of the Units may be occupied by individuals all of whom are under 55 years of age.

- (b) It is the duty of the Declarant, in connection with the initial sale of Units, and of the Association, as to all subsequent sale of Units, to enforce the Declaration and this Section 10-1 so that at all times the Common Interest Community will qualify for the 55 or over housing for older persons exemption under The Fair Housing Act. Permanent Occupancy of any Unit is not permitted or allowed to continue if such occupancy violates the provisions of this Section 10-1 or results in the loss of the Common Interest Community's 55 or over housing for older persons exemption under the Fair Housing Act. At the closing of title of a unit being sold by Declarant, the purchaser of said Unit will be required to sign a certification or declaration to be used to insure that the Common Interest Community will qualify for the exemption under The Fair Housing Act and to insure that said purchaser is in compliance with the age restrictions set forth herein. Persons may not transfer, sell, gift, lease, assign, grant, buy, rent or occupy any Unit, except for the sale of a Unit by Declarant, or a transfer by an Eligible Mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure, until such person receives the approval of the Board in accordance with the provisions of this Section 10- (c)
- (c) Prior to transfer of any Unit for consideration the Owner shall submit to the Board a copy of the written Purchase and Sale Agreement ("Contract") between the Owner and the prospective Buyer. Prior to transfer of any Unit, whether for consideration or for no consideration, the Owner shall submit to the Board data regarding the names,

addresses, ages, and such other data as reasonably required by the Board to determine compliance with the use and age restrictions set forth herein.

- (d) Permanent occupancy is not permitted and applications must not be approved under this Section 10-1 to any person who intends to have as a resident a person under the age of 16 years, unless, despite anything to the contrary, such person is a handicapped dependent protected by the Fair Housing Act. Nothing herein is intended to prohibit the visitation by children not over the age of 16 years who are family members or guests of the Unit Owners. Permitted visitations must not exceed 2 consecutive days nor more than a total of 60 days in any calendar year.
- (e) In the exercise of its discretion under this Section 10-1 neither the Board nor the Declarant is required to permit the full twenty percent (20%) of Units to be permanently occupied by a non Age Qualified Person.
- (f) The Board shall, on a biennial basis, be provided with information from each Unit which verifies the age(s) of all persons to determine the percentage of Units that are occupied by at least one Age Qualified Person. The verification provided to the Board may be in the form of copies of driver's licenses, birth certificates or similar documentation. The Board may also require that all Unit Owners sign certifications acknowledging the ages of persons in the Units they own.
- (B) Each Unit is restricted to residential use as a single-family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom as designated on the plans on file with the building official of the Town of Thomaston.
- (C) Garages are restricted to use by the Unit as storage and as a parking space for vehicles, specifically excluding, however, trucks, commercial vehicles and campers.
- (D) The use of Units and Common Elements and Limited Common Elements is subject to the Bylaws and the Rules of the Association. The Association may make rules and regulations affecting the use and occupancy of the Units only in accord with Section 25.4 of Article XXV.
- (E) For any period during which any Common Expense assessment remains unpaid or, after Notice and Hearing, for any period not to exceed thirty (30) days, for any infraction of its published Rules the Executive Board may suspend the right to use Common Elements not necessary to give access to a public street.

SECTION 10.2 – RESTRICTIONS ON ALIENATION

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

(b) All leases and rental agreements shall be in writing and subject to the requirements of the documents and the Association.

Rules and regulations of the Association maybe adopted which are reasonably designed to meet first mortgage underwriting requirements of institutional lenders provided no such rules and regulations shall be enforceable unless notice thereof is recorded on the land records of the Town of Thomaston. Such notice shall be indexed in the Grantor index in the name of the Association.

(c) If a tenant of a Unit Owner violates the Declaration, Bylaws and Rules and Regulations of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may:

(i) Exercise directly against the tenant the powers described in subdivision (m) of Section 25.2 of this Declaration;

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

(iii) Enforce any other rights against the tenant for the violation which the Unit Owner as landlord could lawfully have exercised under the lease, including any such right to bring a summary process action under Chapter 832 of the Connecticut General Statutes.

(d) The rights granted under subdivision (iii) of subsection (c) of this section may only be exercised if the tenant of Unit Owners fails to cure the violation within ten days after the Association notifies the tenant and Unit Owners of that violation;

(e) Unless a lease otherwise provides, this section does not.

ARTICLE XI

Easements and Licenses

All easements or licenses 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 VIII of this Declaration.

ARTICLE XII

Allocation and Reallocation of Limited Common Elements

Section 12.1 - Allocation of Limited Common Elements Not Previously Allocated.

Any parking spaces which are not allocated as Limited Common Elements at the termination of the Development Rights period may be so allocated by the Association by amendment to this Declaration.

All amendments shall specify to which Unit or Units the Limited Common Element is allocated.

Section 12.2 - Reallocation of Depicted Limited Common Elements. No Limited Common Element depicted on the Survey or Plans may be reallocated by an amendment to this Declaration pursuant to this Article XII except for basement storage areas or as part of a relocation of boundaries of Units pursuant to Article XIV of this Declaration. Basement storage areas may be reallocated by an amendment to the Declaration executed by the Unit Owners between or among whose Units the reallocation is made.

Such amendment shall require the approval of all holders of Security Interests in the affected Units, which approval shall be endorsed thereon. The persons executing the amendment shall prove and executed copy thereof to the Association which, if the amendment complies with the provisions of this Declaration and the Act, shall record it. The amendment shall contain words of conveyance and shall be recorded and indexed in the names of the parties and 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 attorneys' fees in connection with the review of the amendment and for recording costs.

ARTICLE XIII

Additions, Alterations and Improvements

Section 13.1 - Additions, Alterations and Improvements by Unit Owners.

- (a) A Unit Owner:
 - (i) May make any improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community;
 - (ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Executive Board;
 - (iii) After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this Subdivision is not an alteration of boundaries.
- (b) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 13.1(a)(ii). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.
- (c) Any applications to any department or to any governmental authority for a permit to make any additions, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman 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.
- (d) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

The provisions of this Section shall not apply to the Declarant in the exercise of any Special Declarant Right.

Section 13.2 - Additions, Alterations and Improvements by Executive Board. Subject to the limitations of Sections 19.5 and 19.6 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE XIV

Relocation of Boundaries Between Adjoining Units

Section 14.1 - Application and Amendment. Subject to approval of any structural changes and required permits pursuant to Article XII, 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 or their Allocated Interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the 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 all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 14.2 - Recording Amendments. The Association shall prepare and record Surveys and Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

The applicants shall pay for the costs of preparation of the amendment and its recording.

ARTICLE XV

Amendments to Declaration

Section 15.1 - General. Except in cases of amendments that may be executed by the Declarant in the exercise of its Development Rights or by the Association under Sections 12.1 and 14.1, or by certain Unit Owners under Section 14.1 of this Declaration and Section 47-237 of the Connecticut General Statutes and except as limited by Section 15.4 and Article XVIII of this Declaration, this Declaration, including the Survey and Plans, 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.

Section 15.2 - Limitation of 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 15.3 - Recordation of Amendments. Every amendment to this Declaration shall be recorded in every town in which any portion of the Common Interest Community is located and, except as provided in Article XV, Section 15.4(b), is effective only on recording. An amendment, except an amendment pursuant to Article XIV of this Declaration, shall be indexed in the grantee's index in the name of the Common Interest Community and the Association and the grantor's index in the name of the parties executing the amendment.

Section 15.4 - When Consent of More Than 67% of the Unit Owners May Be Required. Except to the extent expressly permitted or required by provisions of the Act and this Declaration, the following amendments will require a vote in excess of 67 percent of the Unit Owners and compliance with the following conditions:

- (a) No amendment may prohibit or materially restrict the permitted uses or occupancy of a Unit or other qualifications of persons who may occupy Units without a vote or agreement of Unit Owners to which at least 80 percent of the votes in the Association are allocated. Each amendment must provide reasonable protection for use and occupancy permitted at the time the amendment was adopted.
- (b) The time limits for the exercise of Development Rights specified in Section 8.2(a) of the Declaration may be extended, the number of Units which may be created by the Declarant pursuant to Section 8.2(b) of the Declaration may be increased and new Development Rights or other Special Declarant Rights may be created by amendment to the Declaration if persons entitled to cast at least 80 percent of the votes in the Association, including 80 percent of the votes allocated to units not owned by the Declarant, agree to that action. The amendment must identify the Association or other persons who hold any new rights that are created. Written notice of the proposed amendment to the Declaration must be delivered to all persons holding Development Rights or security interests in those rights. Notwithstanding the provisions of Section 15.3 of the Declaration, such an amendment to the Declaration is effective thirty days after the amendment is recorded and notice is delivered unless any person entitled to notice under this subsection records a written objection within the thirty-day period, in which case the amendment is void, or unless all of the persons entitled to notice under this subsection consent in writing at the time the amendment is recorded, in which case the amendment is effective when recorded.
- (c) Although the boundaries between adjoining Units may be relocated pursuant to Article XIV of the Declaration, no amendment may change the boundaries between any Unit and the Common Elements to incorporate Common Elements within the Unit except under the following procedure:
 - (i) The owner of a Unit who wishes his boundaries to be relocated to include Common Elements will make application to the Association with a plan for the relocated boundaries in sufficient specificity to act as an amendment to the Declaration and the Plans attached as Exhibit A-4 to the Declaration and

if necessary, a survey showing the relocated building location outline in sufficient detail to amend the Survey attached as Exhibit A-3 to the Declaration. The application shall contain such other information as the Executive Board may reasonably require to evaluate the merits of the application and its effect on safety and structural soundness of any proposed change to the physical portions of the building involved. A fee sufficient to defer the costs of the Executive Board may be required to be paid.

- (ii) The amendment will be reviewed by the Executive Board and such consultants as it feels is necessary.
 - (iii) If the Executive Board approves the amendment, it will be submitted to a vote of the membership at a special meeting called for that purpose. Unless persons entitled to cast at least sixty-seven percent of the votes in the Association including sixty-seven percent of the votes allocated to Units not owned by the Declarant agree to the action, the amendment will not be approved.
 - (iv) The amendment will be executed by the Unit Owner of the Unit whose boundary is being relocated and by the President of the Association pursuant to the resolution of the Executive Board approving the amendment, attested by the Secretary, contain words of conveyance between the Unit Owner and the Association and be recorded in the town land records and be indexed in the name of the Unit Owner as grantee, and the Association as Grantor or otherwise as appropriate.
- (d) No amendment may otherwise create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any unit to incorporate Common Elements into the Unit in the absence of unanimous consent of the Unit Owners unless otherwise provided above.

Section 15.5 - Execution of Amendments. Amendments to this Declaration required by the Act is 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 15.6 - Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 15.7 - Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XVIII.

Section 15.8 - Amendments to Create Units. To exercise any Development Right reserved under Section 8.1 of this Declaration, the Declarant shall prepare, execute and record an amendment to the Declaration. If necessary, the Declarant shall also record either new Surveys and Plans necessary to conform to the requirements of subsections (a), (b) and (d) of Section 47-228 of the Act or new certifications of Schedules A-3 and A-4 previously recorded if the Schedules otherwise conform to the requirements of those Subsections.

The amendment to the Declaration shall assign an identifying number to each new Unit created and reallocate the Allocated Interests among all Units. The amendment shall describe any Common Elements and any Limited Common Elements created thereby and designate the Unit to which each Limited Common Element is allocated to the extent required by Subsection 47-227(a) of the Act.

ARTICLE XVI

Amendments to Bylaws

The Bylaws may be amended only by vote of two-thirds (2/3) of members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

ARTICLE XVII

Termination

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

ARTICLE XVIII

Mortgagee Protection

Section 18.1 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 18.2 - Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

Section 18.3 - Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community 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 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;
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.4; and
- (e) Any judgment rendered against the Association.

Section 18.4 - Consent Required.

- (a) **Document Changes.** Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 18.4(a) may be effective without the vote of at least sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner vote required in this Declaration or Chapter 828 of the Connecticut General Statutes) and until approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right. Material includes, but is not limited to, any provision affecting:
 - (i) Assessments, assessment liens or subordination of assessment liens;
 - (ii) Voting rights;
 - (iii) Reserves for maintenance, repair or replacement of Common Elements;
 - (iv) Responsibility for maintenance and repairs;
 - (v) Reallocation of interests in the Common Elements or Limited Common Elements except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the

Eligible Mortgagees holding Security Interests in such Units must approve such action;

- (vi) Rights to use Common Elements and Limited Common Elements;
 - (vii) Boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;
 - (viii) Convertibility of Units into Common Elements or Common Elements into Units;
 - (ix) Expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;
 - (x) Insurance or fidelity bonds;
 - (xi) Leasing of Units;
 - (xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
 - (xiii) Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
 - (xiv) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;
 - (xv) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
 - (xvi) Any provision that expressly benefits mortgage holders, insurers or guarantors.
- (b) **Actions.** Notwithstanding any lower requirement permitted by this Declaration or Chapter 828 of the Connecticut General Statutes, the Association may not take any of the following actions without the approval of at least fifty-one (51%) of the Eligible Mortgagees or such higher percentage as set forth herein:
- (i) The conveyance or encumbrance of the Common Elements or any portion thereof, as to which an eighty percent (80%) Eligible Mortgagee approval is required. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the

benefit of the Common Interest Community shall not be deemed a conveyance or encumbrance within the meaning of this clause;

- (ii) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- (iii) The restoration or repair of the Property after hazard damage or a partial condemnation in a manner other than that specified in the Documents;
- (iv) The termination of the Common Interest Community, for reasons other than substantial destruction or condemnation, as to which a sixty-seven (67%) Eligible Mortgagee approval is required;
- (v) The alteration of any partition or creation of any aperture between adjoining Units when Unit boundaries are not otherwise being affected, in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;
- (vi) The merger of this Common Interest Community with any other Common Interest Community;
- (vii) The granting of any easements, leases, licenses and concessions through or over the Common Elements excluding, however, any utility easements serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one (1) year;
- (viii) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and
- (ix) Any action taken not to repair or replace the Property.

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

- (c) The Association may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Eligible Mortgagees.
- (d) The failure of an Eligible Mortgagee to respond within forty-five (45) days to any written request of the Association for approval of a non-material addition or amendment to the Documents shall constitute an implied approval of the addition or amendment.

Section 18.5 - 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.

Association's lien or a Security Interest described in Subdivision (2) of this Subsection. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association.

- (c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.
- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two (2) years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (e) This Section does not prohibit actions to recover sums for which Subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.
- (g) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (h) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessment, 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 19.5 of this Declaration.
- (i) 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 assessment against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 19.4(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.
- (j) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

Section 19.5 - Budget Adoption and Ratification. Within thirty (30) days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting [a majority of all Unit Owners] reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

Section 19.6 - Ratification of Non-budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 19.3 of this Declaration, in an amount greater than fifteen (15%) percent of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for ratification in the same manner as a budget under Section 19.5.

Section 19.7 - Certificate of Payment of Common Expense Assessments. The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

Section 19.8 - Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 19.2 and 19.3 shall be due and payable monthly.

Section 19.9 - Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessment for the pertinent fiscal year to be immediately due and payable.

Section 19.10 - Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 19.11 - 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 19.12 - 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 XX

Right to Assign Future Income

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

ARTICLE XXI

Persons and Units Subject to Documents

Section 21.1 - Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded on the Land Records of the Town of Thomaston are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

Section 21.2 - Adoption of Rules. The Executive Board may adopt Rules regarding the use and occupancy of Units, Common Elements, and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

ARTICLE XXII

Insurance

Section 22.1 - Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Sections 22.2 and 22.3 of this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at the respective last known addresses.

Section 22.2 - Property Insurance.

(a) **Property insurance covering:**

- (i) The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any improvements and betterments whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the undersurfaces

of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and

- (ii) All personal property owned by the Association.
- (b) **Amounts.** The project facilities for an amount equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date. Personal property owned by the Association for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

The maximum deductible for insurance policies shall be \$10,000.00 or one percent (1%) of the policy face amount.

- (c) **Risks Insured Against.** The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.
- (d) **Other Provisions:** Insurance policies required by this Section shall provide that:
 - (i) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.
 - (ii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
 - (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) 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 thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

- (vii) The name of the insured shall be substantially as follows:

"Whispering Pines Village Association, Inc. for the use and benefit of the individual Owners".

Section 22.3 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$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.

- (a) **Other Provisions.** Insurance policies carried pursuant to this Section shall provide that:

- (i) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association.
- (ii) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.
- (iii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
- (iv) 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.
- (v) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 22.4 - Fidelity Bonds. A blanket fidelity bond 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 bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three (3) months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Unit and to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason.

Section 22.5 - Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

SCHEDULE A

(Declaration Schedule A-1)

FIRST PIECE:

All that certain piece or parcel of land lying westerly of South Main Street aka Connecticut Route 254, in the Town of Thomaston, County of Litchfield and State of Connecticut, being more particularly shown and designated as "PARCEL "C" AREA = 43.81 AC." on a map entitled "SUBDIVISION OF LAND INTO PARCELS "A", "B", and "C" "STEVENS' CROSSING" ACTIVE ADULT COMMUNITY SOUTH MAIN STREET (CT RTE 254) THOMASTON, CONNECTICUT" Prepared for Long Horizon Development, LLC Land-Data Engineers 567 Watertown Avenue Waterbury, CT 06708 Dated April 28, 2006, Revised to 9/6/06 which map is to be filed with the Town Clerk in the Town of Thomaston. Less and excepting from the herein described parcel the real property contemporaneously transferred to the Grantee by 500 South Main Street LCC.

Subject to a 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.

Together with a drainage and grading easement over Parcels "A" and "B" as shown on the above referenced 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.

SECOND PIECE:

Two certain parcels of lots of land with all buildings and improvements thereon, situated in the Town of Thomaston, County of Litchfield, State of Connecticut, about one mile southerly from the Post Office, being known and designated as Lots #40 and #41 as shown on map of Amarath, which map is on file in the Office of the Town Clerk of Thomaston, and to which reference is made for a more particular description. Said lots taken together and forming one piece and as shown on said map are bounded:

NORTHERLY:	150 feet, more or less, by Lot #42;
EASTERLY:	100 feet by Route #8, Thomaston-Waterbury Road;
SOUTHERLY:	192 feet on Lot #39;
WESTERLY:	100 feet, more or less, by Warner Street and Passway.

Both parcels are free and clear of all encumbrances, except as follows:

1. 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.
2. 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.
3. 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, Thomaston Land Records.
4. 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.
5. Mortgage - \$1,000,000.00 - Long Horizon Development, L.L.C. to Thomaston Savings Bank dated June 27, 2008 and recorded June 30, 2008 in the Thomaston Land Records.
6. Mortgage - \$400,000.00 – Long Horizon Development, L.L.C. to Jannette D. Stevens Trustee U/A dated February 3, 1993 and 500 South Main Street LLC dated July 2, 2007 and recorded July 5, 2007 in Volume 258, Page 685, Thomaston Land Records. Said Mortgage was subordinated to Thomaston Savings Bank by instrument dated June 16, 2008 and recorded simultaneously herewith.

Section 22.6 - 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 22.7 - Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 22.8 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 22.9 - Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XXIII

Damage To Or Destruction Of Property

Section 23.1 - Duty to Restore. Any portion of the Property for which insurance is required under Section 47-255 of the Connecticut General Statutes or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association unless:

- (a) The Common Interest Community is terminated;
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (c) Eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 23.2 - Cost. The cost of repair or replacement in excess of insurance proceeds shall be a Common Expense.

Section 23.3 - Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners and fifty-one (51%) percent of Eligible Mortgagees.

Section 23.4 - Replacement of Less Than Entire Property.

- (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 rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and
 - (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 rebuild any Unit, that Unit's Allocated Interests are automatically reallocated on the vote as if the Unit had been condemned under Subsection (a) of Section 47-206 of the Connecticut General Statutes, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 23.5 - 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 lienholders as their interests may appear. Subject to the provisions of Subsection 23.1(a) through Subsection 23.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

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 repaired or restored;
- (b) The amounts to be paid for repairs or 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 or mortgagees, the Executive Board, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the Land Records of the Town of Thomaston from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

ARTICLE XXIV

Rights to Notice and Comment;

Notice and Hearing

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

Section 24.2 - Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 24.3 - Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXV

Executive Board

Section 25.1 - Minutes of Executive Board Meetings. The Executive Board shall permit any Unit Owner to inspect the Minutes of Executive Board meetings during normal business hours. The Minutes shall be available for inspection within fifteen (15) days after any such meeting.

Section 25.2 - 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 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 following:

- (a) Adopt and amend Bylaws, Rules and regulations, including, but not limited to those set forth in Sections 25.2(u) and 25.4 of the Declaration;
- (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;
- (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 this Declaration, and the Bylaws, Rules and regulations of the Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 47-270 of the Connecticut General Statutes or 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 this Declaration or the 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 a 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 or between two or more Unit Owners regarding the Common Interest Community must be submitted to nonbinding alternative dispute resolution in the manner described in the regulations as a prerequisite to commencement of a judicial proceeding.

Section 25.3 - Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

Section 25.4 - Rules and Regulations Affecting Use and Occupancy of Units. The Association may adopt Rules and regulations that affect the use or occupancy of Units that may be used for residential purposes only to:

- (a) prevent any use of a Unit which violates the Declaration;
- (b) regulate any occupancy of a Unit which violates the Declaration or adversely affects the use and enjoyment of other units or Common Elements by other Unit Owners; or
- (c) restrict the leasing of Units to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on Units in Common Interest Communities, provided, however, no such restrictions shall be effective unless recorded in the land records.

Otherwise the Association may not regulate any use or occupancy of units.

Section 25.5 - Tenants. If a tenant of a Unit Owner violates the Declaration, Bylaws or Rules and regulations of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may: (a) exercise directly against the tenant the powers described in Section 25.2 of this Article, (b) after providing Notice and Hearing to the tenant and the Unit Owner, levy reasonable fines against the tenant or Unit Owner or both for the violation; and (c) enforce any other rights against the tenants for violation which the Unit Owner as landlord could lawfully have exercised under the lease, including any such right to bring a summary process action under Chapter 832 of the General Statutes.

The rights granted under this paragraph may only be exercised if the tenant or Unit Owner fails to cure the violation within 10 days after the Association notifies the tenant and Unit Owner of that violation pursuant to the procedures for Notice and Hearing.

Unless the lease otherwise provides, this section does not:

- (a) affect rights that the Unit Owner has to enforce the lease or that the Association has under other law; or
- (b) permit the Association to enforce the lease to which it is not a party except to the extent that there is a violation of Declaration, Bylaws, or Rules and regulations.

ARTICLE XXVI

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 Connecticut General Statutes.

ARTICLE XXVII

Miscellaneous

Section 27.1 - 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 Documents nor the intent of any provision thereof.

Section 27.2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural and vice versa, whenever the context of the Documents so require.

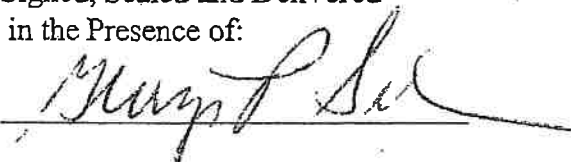
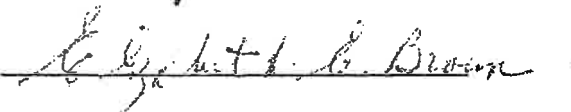
Section 27.3 - Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 27.4 - Invalidity. The invalidity of any provision of the 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 Documents shall continue in full force and effect.


Section 27.5 - Conflict. The Documents are intend to comply with the requirements of Chapter 828 and Chapter 600 of the Connecticut General Statutes. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

In Witness Whereof, the Declarant has caused this Declaration to be executed this 4th day of December, 2008 .

Signed, Sealed and Delivered
in the Presence of:

WHISPERING PINES VILLAGE
ASSOCIATION, INC.

By: 
George G. Touponse, III
Its President

The foregoing instrument was acknowledged before me this 4th day of Dec., 2008 by George G. Touponse, III, President of Whispering Pines Village Association, Inc. a Connecticut corporation on behalf of the corporation.

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TABLE OF INTERESTS

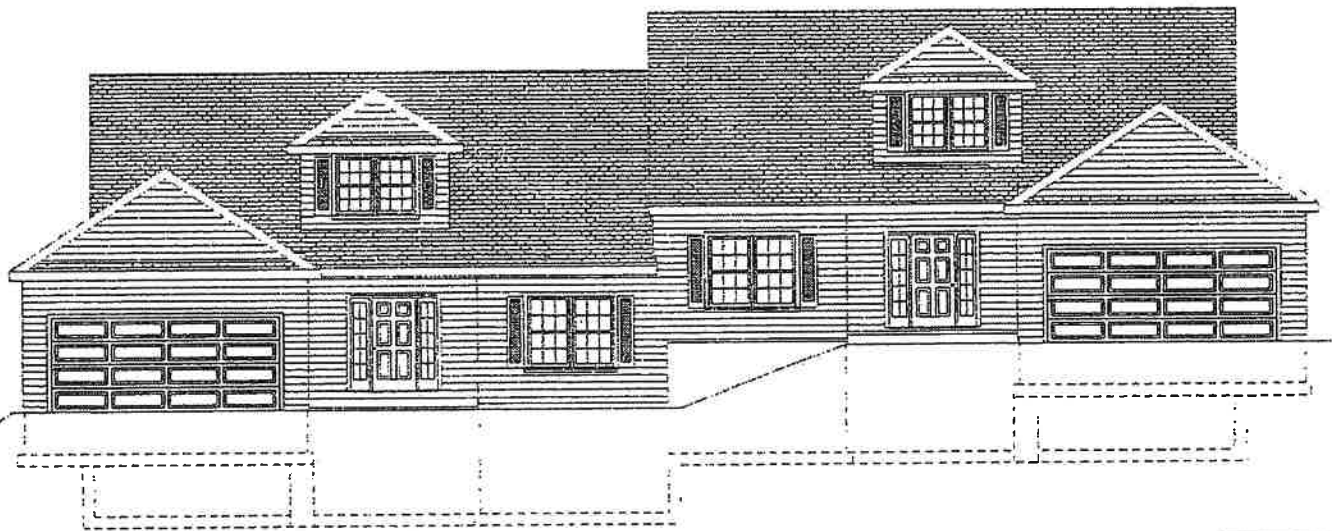
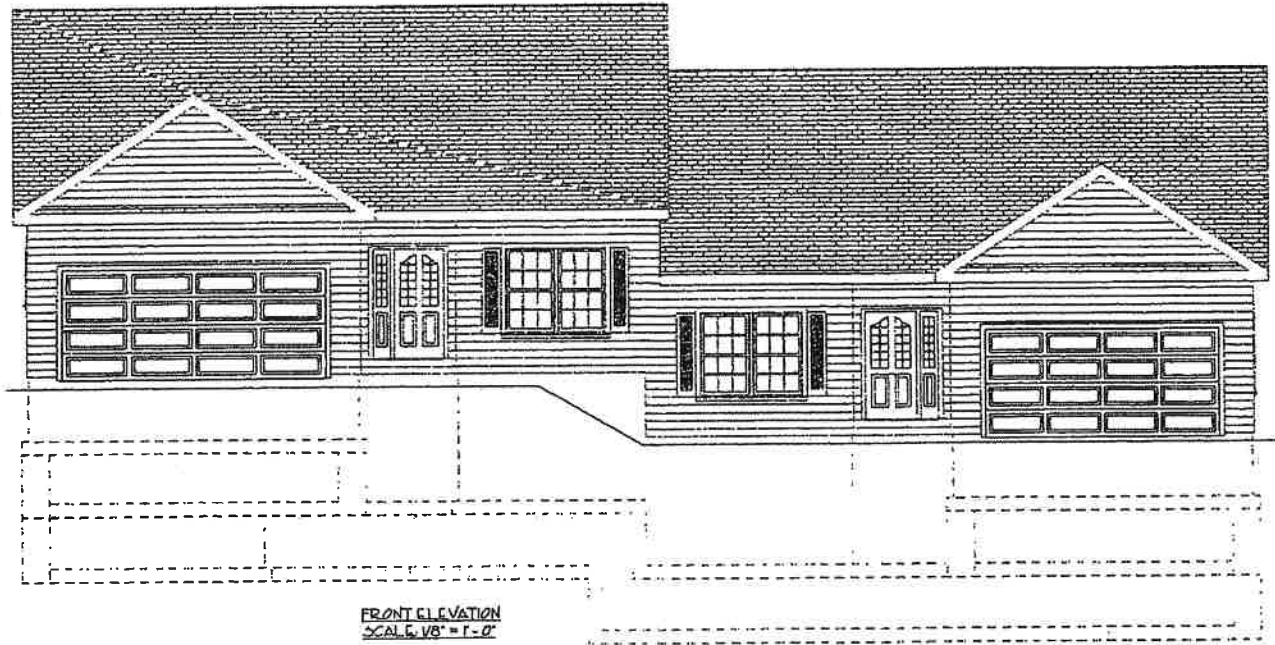
(Declaration Schedule A-2)

<u>Unit No.</u>	<u>Percentage Share of Common Elements</u>	<u>Percentage Share of Common Expenses</u>	<u>Vote in the Affairs of the Association</u>
1	.1000	.1000	1
2	.1000	.1000	1
3	.1000	.1000	1
4	.1000	.1000	1
9	.1000	.1000	1
10	.1000	.1000	1
12	.1000	.1000	1
13	.1000	.1000	1
14	.1000	.1000	1
15	.1000	.1000	1

WHISPERING PINES VILLAGE

An Active Adult Community

(Declaration Schedule A-3)



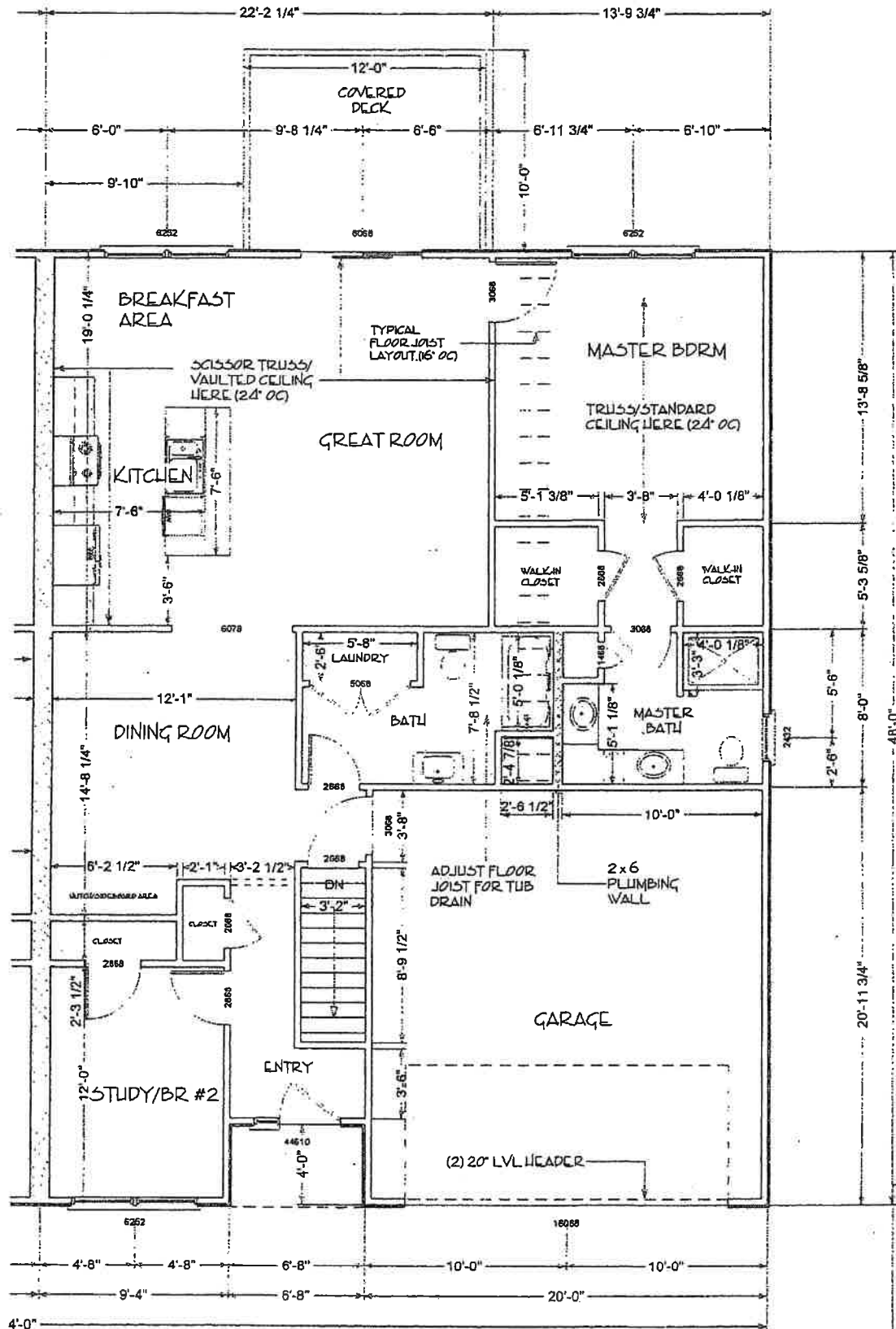
P.O. Box 16
Thomaston, Ct 06487
Ph: 860-307-0081
Fax: 860-283-5111

Dimensions are approximate and may vary slightly.

WHISPERING PINES VILLAGE

An Active Adult Community

ADJACENT
UNIT



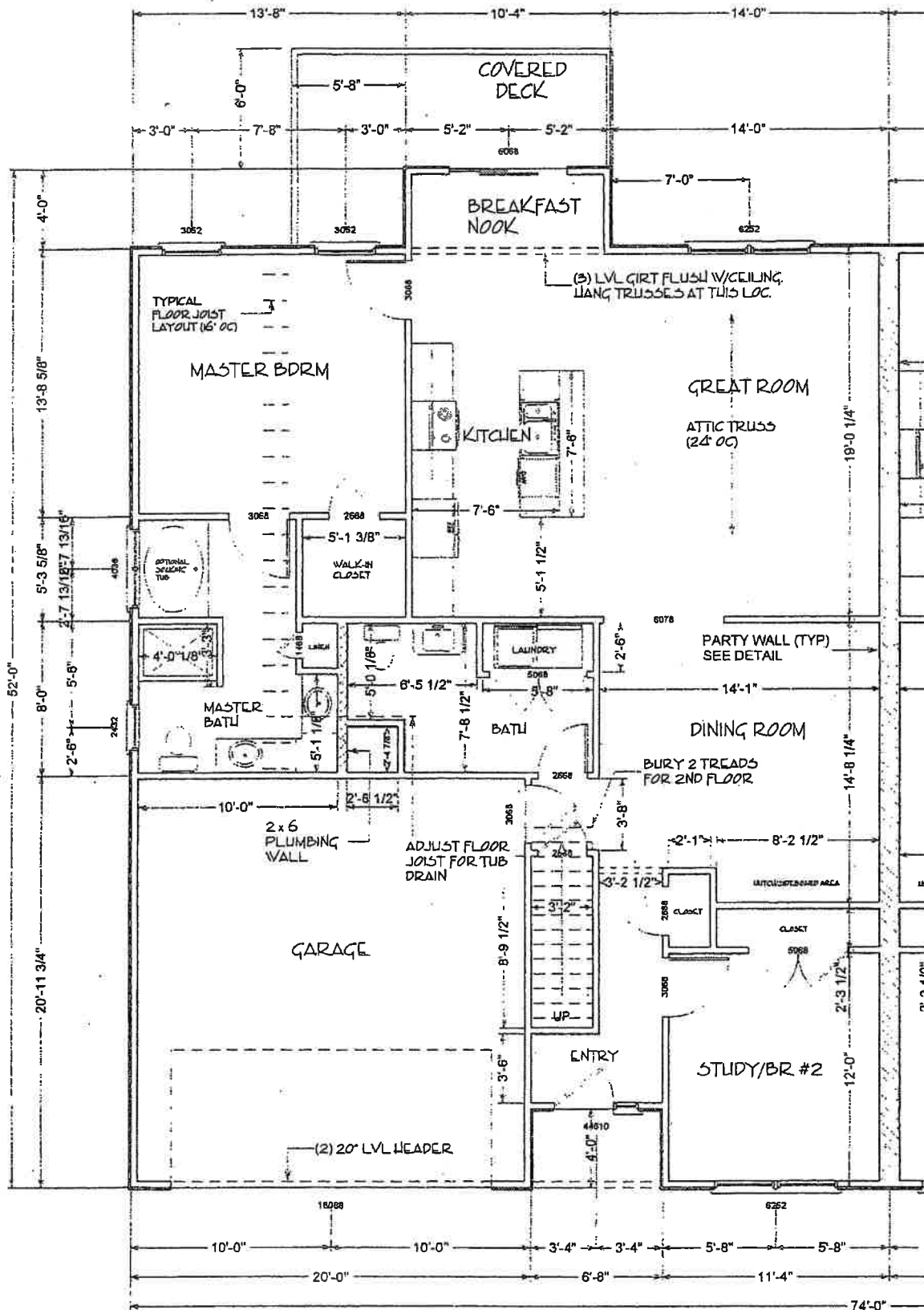
P.O. Box 16
Thomaston, Ct 067
Ph: 860-307-0082
Fax: 860-283-5193

Dimensions are approximate and may vary slightly.

An Active Adult Community

WHISPERING PINES VILLAGE

An Active Adult Community



ADJACE
UNIT

WILTON
FIRST FLOOR PLAN: 1420 SF
1/8" = 1'-0"

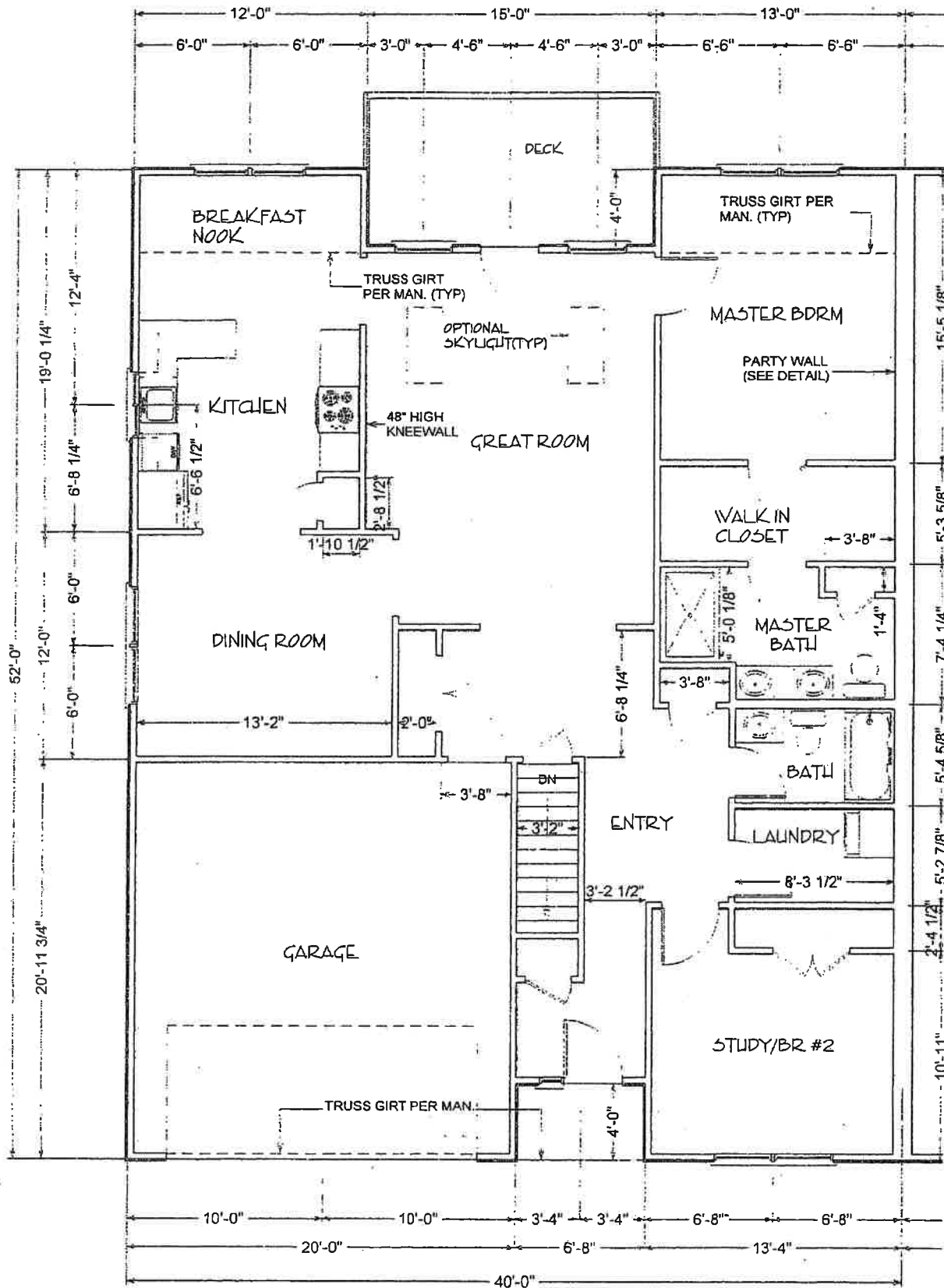


P.O. Box 16
Thomaston, Ct 067
Ph: 860-307-0082
Fax: 860-283-5193

Dimensions are approximate and may vary slightly.

WHISPERING PINES VILLAGE

An Active Adult Community



WOODBURY
UNIT 4A
FIRST FLOOR PLAN

1/8" = 1'-0"
15765F

ADJACENT
UNIT

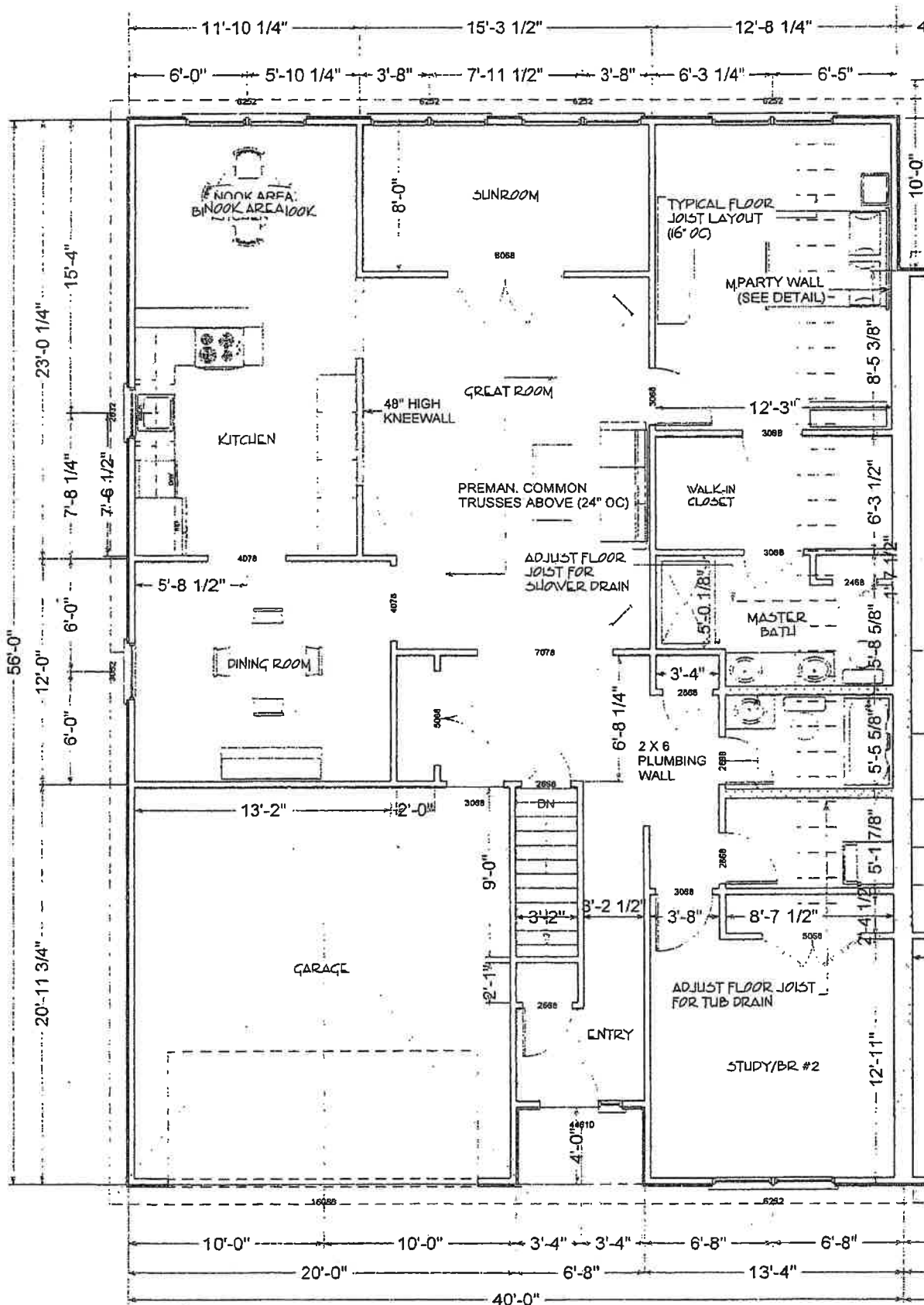


P.O. Box 16
Thomaston, Ct 067
Ph: 860-307-0082
Fax: 860-283-5193

Dimensions are approximate and may vary slightly.

WHISPERING PINES VILLAGE

An Active Adult Community



LITCHFIELD
FIRST FLOOR PLAN: 16803F
OPTIONAL SUNROOM: 1203F

1/8" = 1'-0"

P.O. Box 16
Thomaston, Ct 06787
Ph: 860-307-0087
Fax: 860-283-5191

Dimensions are approximate and may vary slightly.

SURVEY AND PLANS

(Declaration Schedules A-3 and A-4)

Certificate

This Certificate is given with regard to the Plans entitled " WHISPERING PINES VILLAGE AN ACTIVE ADULT COMMUNITY" and the Survey entitled " WHIPERING PINES VILLAGE AN ACTIVE ADULT COMMUNITY SOUTH MAIN STREET (CT RTE 254) THOMASTON, CONNECTICUT PREPARED FOR LONG HORIZON DEVELOPMENT, LLC Date: 10/17/08" and is incorporated by reference in both.

I hereby certify that the above Plans, together with the information shown on the Survey, and other information contained in the Declaration, contain all of the information required by Conn. Gen. Stat. § 47-228. .

Registered Engineer

Registration No. _____

I hereby certify that the above Survey, together with the other information contained in the Declaration, contains all of the information required by Subsection 29(d) of the Common Interest Ownership Act to the extent that any such information is not shown on the above Plans.

Registered Surveyor

Registration No. _____

ENGINEER'S CERTIFICATE OF COMPLETION

(Declaration Schedule A-5)

This Certificate is given with respect to the Declaration of Whispering Pines Village by Long Horizon Development, L.L.C. recorded contemporaneously herewith in the Land Records of the Town of Thomaston.

I hereby certify, to the best of my knowledge and belief:

1. That all structural components of the buildings containing the Units of Whispering Pines Village are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled " WHISPERING PINES VILLAGE AN ACTIVE ADULT COMMUNITY SOUTH MAIN STREET (CT RTE 254) THOMASTON, CONNECTICUT PREPARED FOR LONG HROIZON DEVELOPMENT, LLC Date: 10/17/08" and the Plans attached as Schedule A-4 entitled " WHISPERING PINES VILLAGE AN ACTIVE ADULT COMMUNITY".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: _____

Registered Engineer,
Registration No. _____

SCHEDULE B - 1

Schedule B of the policy or policies to be issued must contain exceptions for the following matters unless the same are disposed of to the satisfaction of Connecticut Attorneys Title Insurance Company in accordance with the requirements set forth in our Procedural Guide and Procedural Bulletins. Please contact our staff attorneys regarding any underwriting questions.

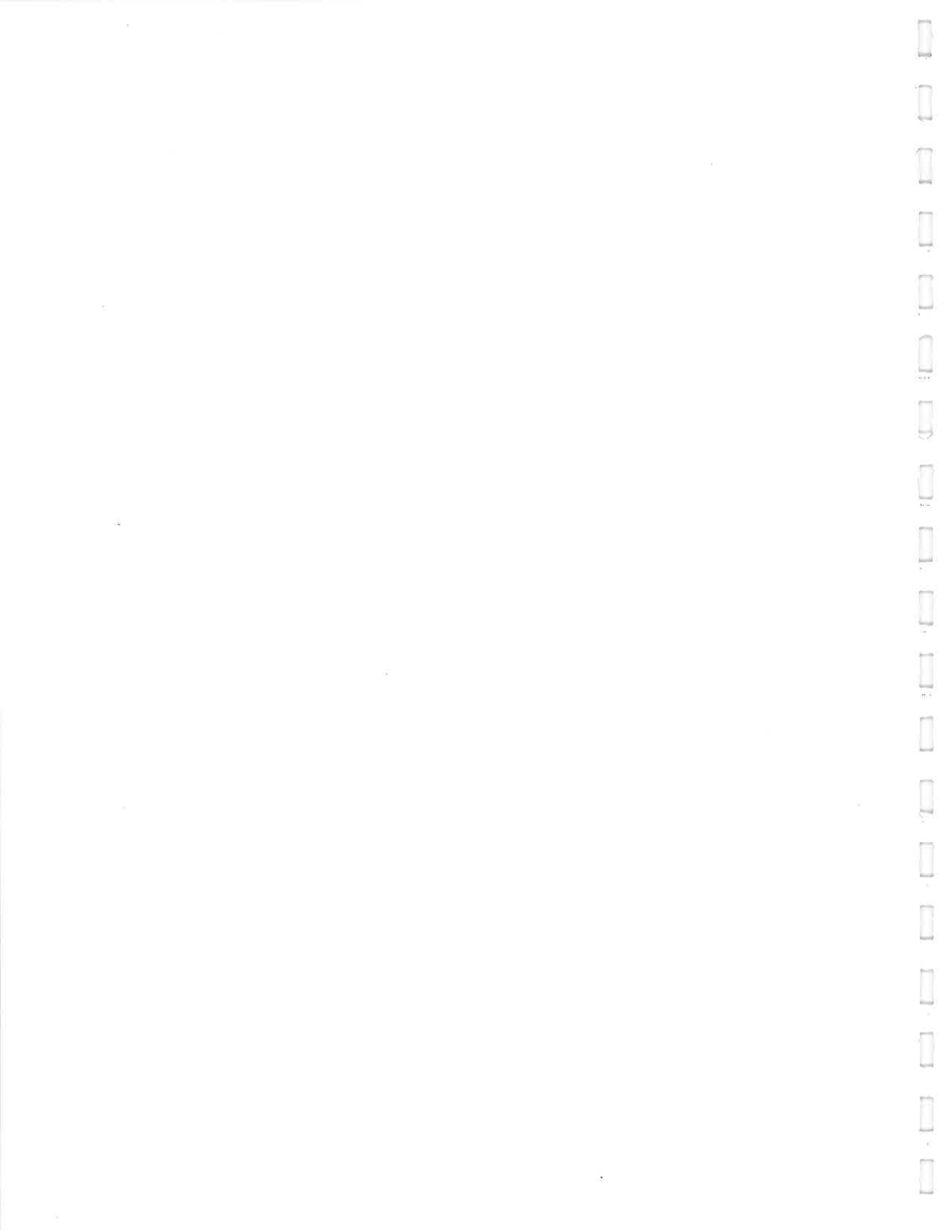
1. **Standard Exceptions:**

- a. Real Estate Taxes and/or assessments including those not yet due and payable.
- b. Rights of persons in possession other than the insured and/or mortgagor.
- c. Any easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, title to filled lands (if any) and all other facts which an accurate survey and inspection of the land would disclose and which are not shown by the public records.
- d. Unrecorded mechanics' liens.

NOTE: Standard Exceptions b, c, and d may be waived in policy upon submission of affidavit of possession, survey, lien waivers, etc. acceptable to the Company. Please refer to your Procedural Guide.

2. Defects, liens, encumbrances, adverse claims and other matters, if any, created, first appearing of record, or attaching subsequent to the search commencement date (Paragraph 3 of this Authorization), but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage covered by any policy of insurance based on this report.
3. **Special Exceptions:** (NOTE: Add, on mortgagee policies only, appropriate affirmative language if and as required by the mortgagee.)

1. Subject to riparian rights of others in and to a pond, a brook or any other type of watercourse located on or crossing through the premises.
2. Right of Access over new roadway to be built in favor of Parcel "B" over Parcel "C", 100' wide CL&P Co. Easement, wire fence encroachment, notes and notations all as shown on a certain map or plan on file in the Thomaston Town Clerk's Office as Map #2007-7 to which reference may be made.
3. Right of Way from Sidney S. Glover to The Connecticut Power Company dated July 8, 1913 and recorded August 27, 1913 in Volume 13 at Page 226 of the Thomaston Land Records.
4. Subject to a 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 set forth in a Warranty Deed from Jannette D. Stevens, Trustee to Long Horizon Development, L.L.C., dated July 2, 2007 and recorded July 5, 2007 in Volume 258 at Page 681 of the Thomaston Land Records.
5. Water Main Easement from Long Horizon Development, L.L.C. to The Connecticut Light and Power Company dated May 14, 2008 and recorded June 10, 2008 in Volume 264 at Page 960 of the Thomaston Land Records.
6. Electric Distribution Easement from Long Horizon Development, L.L.C.



SCHEDULE B - 2

to The Connecticut Light and Power Company dated July 10, 2008 and recorded July 29, 2008 in Volume 265 at Page 978 of the Thomaston Land Records.

7. Gas Distribution Easement from Long Horizon Development, L.L.C. to the Yankee Gas Services Company dated August 4, 2008 and recorded August 2, 2008 in Volume 266 at Page 63 of the Thomaston Land Records.

NOTE: Inchoate Lien for Sewer Benefit Connection Charges in the amount of \$2,000.00 per unit payable to the Thomaston Water Pollution Control Authority.

8. Terms, conditions, agreements, covenants, restrictions, obligations, reservations and easements contained in a Declaration of Whispering Pines Village Condominium and the exhibits annexed thereto, by Long Horizon Development, L.L.C. dated December 4, 2008 and recorded January 26, 2009 in Volume 268 at Page 377 and corrected in Volume 270 at Page 1087 recorded May 28, 2009 and amended as follows:
 - 1st Amendment dated 06/05/09 recorded 06/08/09 Volume 271 Page 202;
 - 2nd Amendment dated 11/29/12 recorded 11/30/12 Volume 292 Page 134;
 - Amendment dated recorded 05/07/15 Volume 306 Page 548;
 - 3rd Amendment dated 09/21/15 recorded 09/22/15 Volume 308 Page 553;
 - 4th Amendment dated 12/31/15 recorded 12/21/15 Volume 309 Page 1041;
 - 5th Amendment dated 06/20/2017 recorded 01/08/2019 in Volume 324 Page 122;All of the Thomaston Land Records.

9. A Mortgage Deed to secure the original indebtedness of \$1,070,000.00 from Long Horizon Development, L.L.C., mortgagor to Thomaston Savings Bank, mortgagee, dated 1/18/2019 and recorded 1/22/2019 in Book/Volume 324 at Page 209 of the Thomaston Land Records.

10. Assignment of leases and rentals to Thomaston Savings Bank dated 1/18/2019 and recorded 1/22/2019 in Vol. 324 at Page 229 of the Thomaston Land Records.

11. UCC Financing Statement to Thomaston Savings Bank recorded 1/22/2019 in Vol. 324 at Page 233 of the Thomaston Land Records.

12. A Mortgage Deed to secure the original indebtedness of \$800,000.00 from Long Horizon Development, L.L.C., mortgagor to Thomaston Savings Bank, mortgagee, dated 1/18/2019 and recorded 1/22/2019 in Book/Volume 324 at Page 237 of the Thomaston Land Records.

13. Assignment of leases and rentals to Thomaston Savings Bank dated 1/18/2019 and recorded 1/22/2019 in Vol. 324 at Page 251 of the Thomaston Land Records.

14. UCC Financing Statement to Thomaston Savings Bank recorded 1/22/2019 in Vol. 324 at Page 260 of the Thomaston Land Records.

AMENDMENT TO THE DECLARATION
WHISPERING PINES VILLAGE

Long Horizon Development, L.L.C. being the Declarant of Whispering Pines Village, as well as an owner of multiple units, and the undersigned Unit Owners hereby agree to amend the Declaration of Whispering Pines Village as follows:

1. The patio and stone wall which are directly behind Unit 10 owned by Jannette D. Stevens Trustee, U/A February 13, 1993 shall be made limited common elements which shall be exclusively used by Owner of Unit 10.
2. The patio which is directly behind Unit 9 owned by Nancy B. Flammia, Trustee under Revocable Trust Agreement dated June 29, 2006 shall be made a limited common element to be exclusively used by Owner of Unit 9.
3. Article VI Section 6.3 Limited Common Elements shall be deleted and the following language shall be substituted:

"Section 6.3 Limited Common Elements. Notwithstanding the provisions of Section 6.1 and Section 6.2 each Unit Owner shall be responsible for removing all snow, leaves and debris from all patios and balconies which are Limited Common Elements appurtenant to his or her Unit. If any such Limited Common Element is appurtenant to two or more Units, the Owners of those Units will be jointly responsible for such removal.

Furthermore, each Unit Owner shall be responsible for the maintenance, repair and replacement of these limited common elements described as "patios" in Article V subsection (b) and described in Article V subsection (f) of this Declaration."

The purpose of this substitution is to make the existing patios limited common elements allocated exclusively to their respective unit and to provide for their maintenance, repair and replacement by their respective Unit Owners.

IN WITNESS WHEREOF, the undersigned Declarant and Unit Owner of Whispering Pines Village hereby agree to amend the Declaration of Whispering Pines Village as stated above.

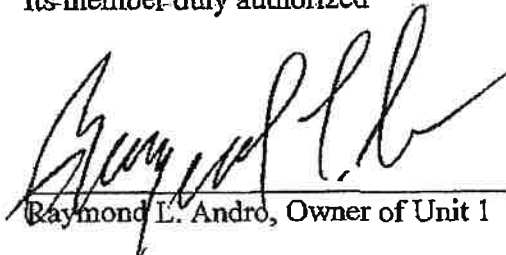
Long Horizon Development, L.L.C.
as Declarant and Unit Owner of
Units 5, 6, 11, 12, 13, 14, 15 and 17

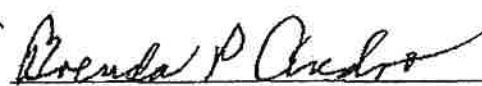

Richard D. Gilland, Jr.


Susan H. Kaniewski


By: George L. Teuponse, III

Its member duly authorized

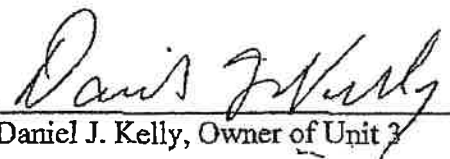

Raymond L. Andro, Owner of Unit 1

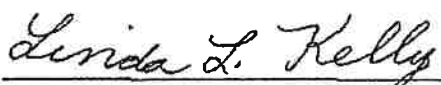

Brenda P. Andro, Owner of Unit 1

The Henry Peresada Living Trust
dated August 17, 1994

By: _____

Owner of Unit 2


Daniel J. Kelly, Owner of Unit 3


Linda L. Kelly, Owner of Unit 3



RENTAL APPLICATION

Page 1 of 2



Date: _____
Real Estate Firm: _____
Agent Name: _____
Rental Property Address: _____

APPLICANT'S INFORMATION

Applicant's Name: _____ Date of Birth: _____
Social Security Number: _____ Phone Number: _____
Driver's License #: _____ State Issued: _____ Copy Attached: ☐ Yes ☐ No
Current Address: _____ # of Years There: _____
Landlord's Name: _____ Landlord's Phone Number: _____
Monthly Rent: _____ Reason for Moving: _____
Previous Address: _____ # of Years There: _____
Landlord's Name: _____ Landlord's Phone Number: _____
Monthly Rent: _____ Reason for Moving: _____
Present Occupation: _____ Employer: _____
Employer Address: _____
Supervisor: _____ Phone Number: _____
Current Monthly Salary: _____ # of Years at Job: _____
Previous Employer: _____ # of Years at Job: _____
Pets: ☐ Yes ☐ No What Kind? _____ Waterbed: ☐ Yes ☐ No
Vehicles Owned: _____

References:

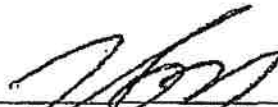
Bank: _____ Bank: _____
Credit: _____ Credit: _____
Personal: _____ Personal: _____

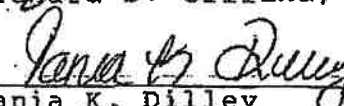
Have you ever filed Bankruptcy? ☐ Yes ☐ No Have you ever been Evicted? ☐ Yes ☐ No
Have you ever been sued for damages to a rental unit? ☐ Yes ☐ No
Have you ever been sued for nonpayment of rent? ☐ Yes ☐ No

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RENTALAPPLICATION (12/13)

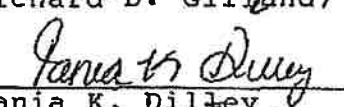
Phone:

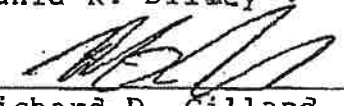
Fax:

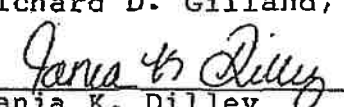

Richard D. Gilland, Jr.



Tania K. Dilley



Richard D. Gilland, Jr.



Tania K. Dilley

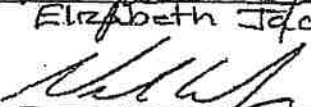

Richard D. Gilland, Jr.


Tania K. Dilley

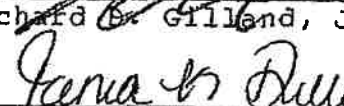

Elizabeth Jackson


Peter A. Litwin

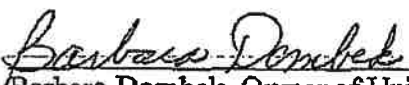

Elizabeth Jackson

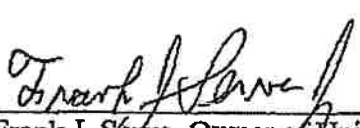

Neal D. White, Jr.

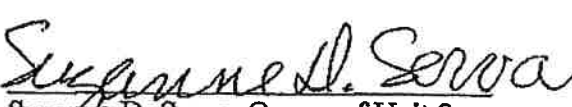

Richard D. Gilland, Jr.



Tania K. Dilley

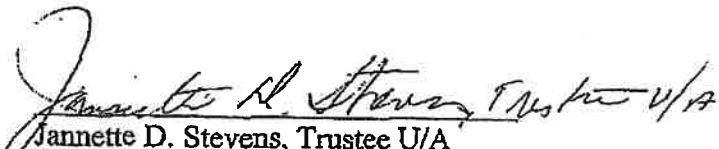
Linda Marie Warga, Owner of Unit 4



Barbara Dombek, Owner of Unit 7


Frank J. Serva, Owner of Unit 8


Suzanne D. Serva, Owner of Unit 8


Nancy B. Flammia, Trustee Under
the Revocable Trust Agreement
dated June 29, 2006, Owner of Unit 9


Jannette D. Stevens, Trustee U/A
February 3, 1993, Owner of Unit 10


Pauline J. Serva, Owner of Unit 16



RENTAL APPLICATION

Page 1 of 2



Date: _____
Real Estate Firm: _____
Agent Name: _____
Rental Property Address: _____

APPLICANT'S INFORMATION

Applicant's Name: _____ Date of Birth: _____
Social Security Number: _____ Phone Number: _____
Driver's License #: _____ State Issued: _____ Copy Attached: ☐ Yes ☐ No
Current Address: _____ # of Years There: _____
Landlord's Name: _____ Landlord's Phone Number: _____
Monthly Rent: _____ Reason for Moving: _____
Previous Address: _____ # of Years There: _____
Landlord's Name: _____ Landlord's Phone Number: _____
Monthly Rent: _____ Reason for Moving: _____
Present Occupation: _____ Employer: _____
Employer Address: _____
Supervisor: _____ Phone Number: _____
Current Monthly Salary: _____ # of Years at Job: _____
Previous Employer: _____ # of Years at Job: _____
Pets: ☐ Yes ☐ No What Kind? _____ Waterbed: ☐ Yes ☐ No
Vehicles Owned: _____

References:

Bank: _____ Bank: _____
Credit: _____ Credit: _____
Personal: _____ Personal: _____

Have you ever filed Bankruptcy? ☐ Yes ☐ No Have you ever been Evicted? ☐ Yes ☐ No
Have you ever been sued for damages to a rental unit? ☐ Yes ☐ No
Have you ever been sued for nonpayment of rent? ☐ Yes ☐ No

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RENTALAPPLICATION (12/13)

Phone: _____

Fax: _____

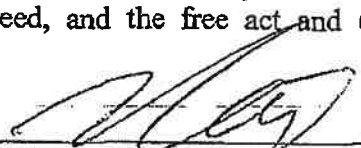
STATE OF CONNECTICUT)

) ss.

Thomaston October 22, 2013

COUNTY OF LITCHFIELD)

Personally appeared, George G. Touponse, III, Member of Long Horizon Development, L.L.C., signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed, and the free act and deed of Long Horizon Development, L.L.C., before me.


Richard D. Gilland, Jr.
Commissioner of the Superior Court

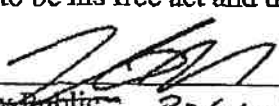
STATE OF *Connecticut*)

) ss.

Thomaston October 27, 2013

COUNTY OF *Litchfield*)

Personally appeared, Raymond L. Andro, signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed, before me.


Notary Public *Richard D. Gilland, Jr.*
Commissioner of the Superior Court

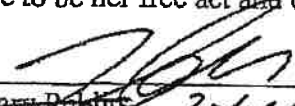
STATE OF *Connecticut*)

) ss.

Thomaston October 27, 2013

COUNTY OF *Litchfield*)

Personally appeared, Brenda P. Andro, signer and sealer of the foregoing instrument, who acknowledged the same to be her free act and deed, before me.


Notary Public *Richard D. Gilland, Jr.*
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss. Thomaston , 2013
COUNTY OF LITCHFIELD)

Personally appeared, Linda Marie Warga, signer and sealer of the foregoing instrument, who acknowledged the same to be her free act and deed, before me.

Richard D. Gilland, Jr.
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss. Thomaston October 23, 2013
COUNTY OF LITCHFIELD)

Personally appeared, Barbara Dombek, signer and sealer of the foregoing instrument, who acknowledged the same to be her free act and deed, before me.

Richard D. Gilland, Jr.
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss. Thomaston October 23, 2013
COUNTY OF LITCHFIELD)

Personally appeared, Frank J. Serva, signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed, before me.

Richard D. Gilland, Jr.
Commissioner of the Superior Court

STATE OF CONNECTICUT)

) ss.

Thomaston

October 23, 2013

COUNTY OF LITCHFIELD)

Personally appeared, Suzanne D. Serva, signer and sealer of the foregoing instrument, who acknowledged the same to be her free act and deed, before me.


Richard D. Gilland, Jr.

Commissioner of the Superior Court

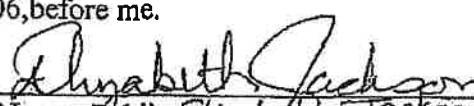
STATE OF CONNECTICUT)

) ss.

June 25, 2014

COUNTY OF LITCHFIELD)

Personally appeared, Nancy B. Flammia, who acknowledged herself to be the Trustee of the Nancy B. Flammia Revocable Trust Agreement dated June 29, 2006, signer and sealer of the foregoing instrument, who furthermore acknowledged the same to be her free act and deed, and the free act and deed of Nancy B. Flammia Revocable Trust Agreement dated June 29, 2006, before me.


Notary Public Elizabeth Jackson

Commissioner of the Superior Court

My Commission Expires 11-30-2016



STATE OF CONNECTICUT)

) ss.

January 9, 2014

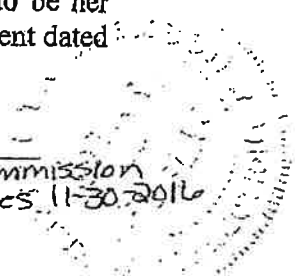
COUNTY OF LITCHFIELD)

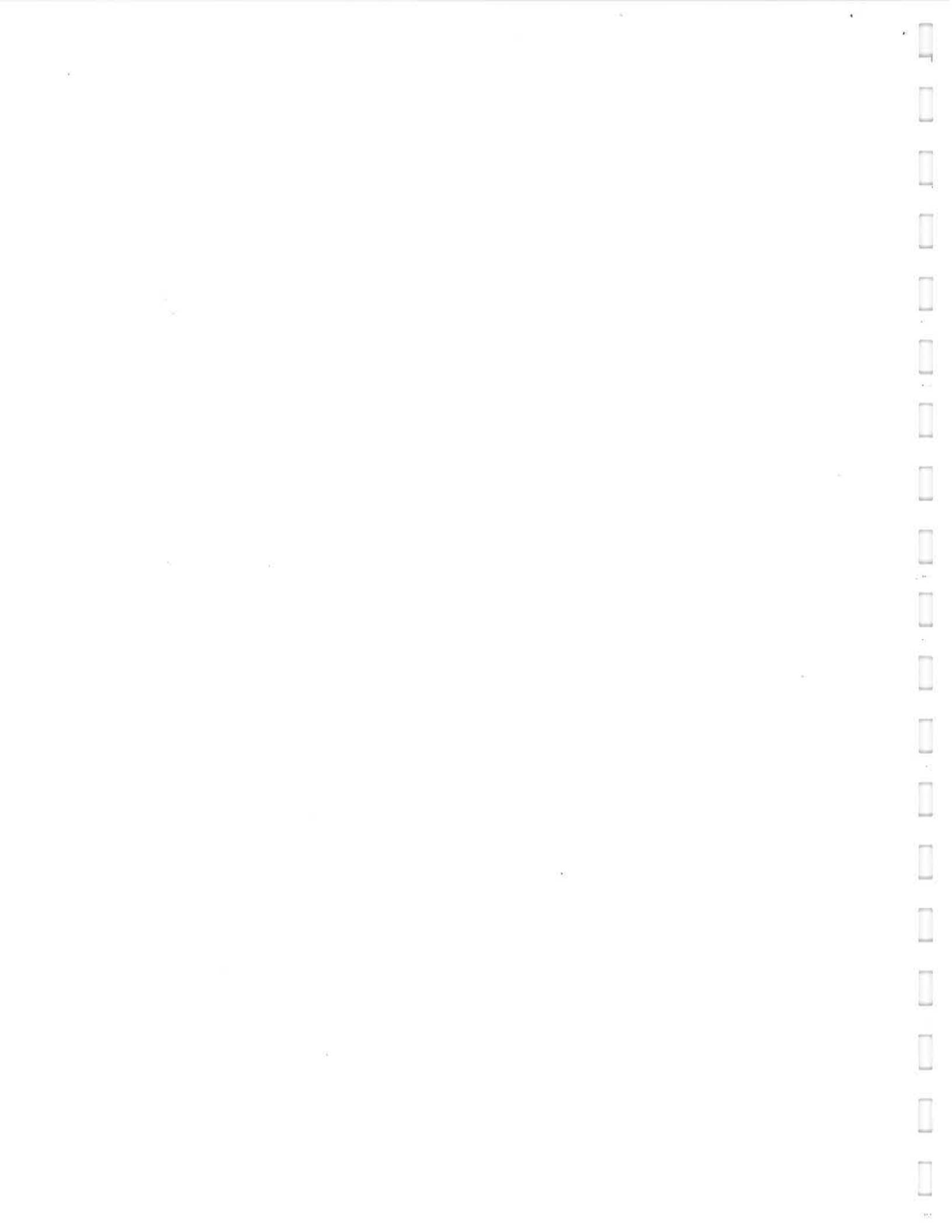
Personally appeared, Jannette D. Stevens, who acknowledged herself to be the Trustee of the Jannette D. Stevens Trust Agreement dated February 3, 1993, signer and sealer of the foregoing instrument, who furthermore acknowledged the same to be her free act and deed, and the free act and deed of Jannette D. Stevens Trust Agreement dated February 3, 1993, before me.


Notary Public Elizabeth Jackson

Commissioner of the Superior Court

My Commission Expires 11-30-2016





STATE OF CONNECTICUT)

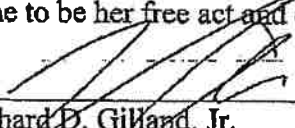
) ss.

Thomaston

October 23, 2013


COUNTY OF LITCHFIELD)

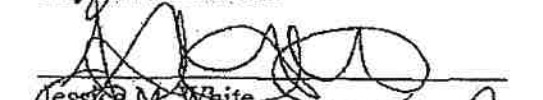
Personally appeared, Pauline J. Serva, signer and sealer of the foregoing instrument, who acknowledged the same to be her free act and deed, before me.


Richard D. Gilland, Jr.


Commissioner of the Superior Court

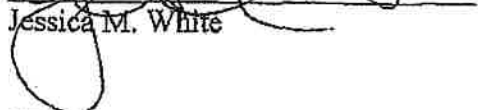

Phyllis A. Nardella


Marie C. Pelletier, Owner of Unit 17


Jessica M. White


Gerard A. Pelletier, Owner of Unit 17


Phyllis A. Nardella


Jessica M. White


STATE OF CONNECTICUT:

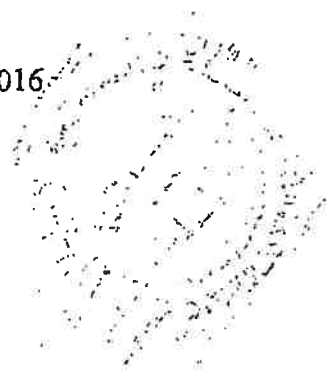
: ss: Thomaston

December 31, 2013

COUNTY OF LITCHFIELD:

Personally appeared, Marie C. Pelletier and Gerard A. Pelletier, signers and sealers of the foregoing instrument, who acknowledged the same to be their free act and deed, before me.


Phyllis A. Nardella
Notary Public
My Commission Expires: 9/30/2016



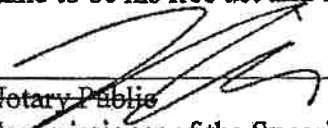
STATE OF)
) ss. , 2014
COUNTY OF)

Personally appeared, , who acknowledged himself/herself to be the of The Henry Peresada Living Trust dated August 17, 1994, signer and sealer of the foregoing instrument, who furthermore acknowledged the same to be his/her free act and deed, and the free act and deed of The Henry Peresada Living Trust dated August 17, 1994, before me.

Notary Public
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss. Thomaston March 7, 2014
COUNTY OF LITCHFIELD)

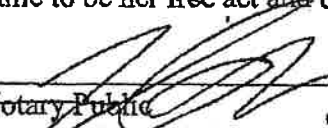
Personally appeared, Daniel J. Kelly, signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed, before me.




Notary Public
Commissioner of the Superior Court

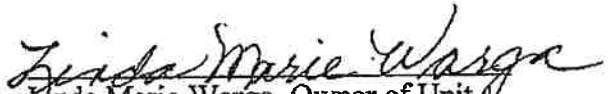
STATE OF CONNECTICUT)
) ss. Thomaston March 7, 2014
COUNTY OF LITCHFIELD)

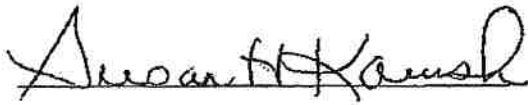
Personally appeared, Linda L. Kelly, signer and sealer of the foregoing instrument, who acknowledged the same to be her free act and deed, before me.



Notary Public
Commissioner of the Superior Court




Linda Marie Warga, Owner of Unit 4



STATE OF CONNECTICUT)

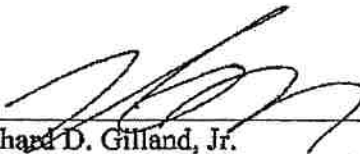
) ss.

Thomaston

March 7, 2014

COUNTY OF LITCHFIELD)

Personally appeared, Linda Marie Warga, signer and sealer of the foregoing instrument, who acknowledged the same to be her free act and deed, before me.



Richard D. Gilland, Jr.
Commissioner of the Superior Court

The Harry Peresada Living Trust
dated August 17, 1994

De Ann Senese
[Signature]

By: Harry Peresada
Owner of Unit 2

STATE OF Connecticut
COUNTY OF Hitchcock ss. Thomas March 27, 2015

Personally appeared, Harry Peresada, who acknowledged himself/herself to be the Trustee of The Harry Peresada Living Trust dated August 17, 1994, signer and sealer of the foregoing instrument, who furthermore acknowledged the same to be his/her free act and deed, and the free act and deed of The Harry Peresada Living Trust dated August 17, 1994, before me.

De Ann Senese
Notary Public
Commissioner of the Superior Court
my commission expires 3.31.2018

Cassie Boren

Carol S. Churchill

David E. McWhirt

David E. McWhirt, Owner of Unit 15
aka 13 Stevens Boulevard

Cassie Boren

Carol S. Churchill

Patricia M. McWhirt

Patricia M. McWhirt, Owner of Unit
15 aka 13 Stevens Boulevard

STATE OF CONNECTICUT)

) ss. Thomaston

MAY
April 1, 2015

COUNTY OF LITCHFIELD)

Personally appeared, David E. McWhirt, signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed, before me.

Carol S. Churchill
Carol S. Churchill

Notary Public

Commissioner of the Superior Court

My Commission Expires: 6/30/2018

STATE OF CONNECTICUT)

) ss. Thomaston

MAY
April 1, 2015

COUNTY OF LITCHFIELD)

Personally appeared, Patricia M. McWhirt, signer and sealer of the foregoing instrument, who acknowledged the same to be her free act and deed, before me.

Carol S. Churchill
Carol S. Churchill

Notary Public

Commissioner of the Superior Court

My Commission Expires: 6/30/2018

Received for record 5/7/15 at 12:15 a.m. (P.M.)
And recorded in Thomaston Land Records
Vol. 306 Page 548 559
Clerk of Court Town Clerk

