

DECLARATION

The Traditions At Historic Southbury

SOUTHBURY, CONNECTICUT

Southbury Home & Land Company LLC, a Connecticut Limited Liability Company, with an office at 115 Stevens Avenue, Valhalla, New York 10595, the owner of the real property in the Town of Southbury, Connecticut, described in Schedule A-1, does hereby **DECLARE**:

ARTICLE I

Submission of Property

Section 1.1 - Submission

Declarant submits the Property in the Town of Southbury, Connecticut, described in Schedule A-1 to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, for the purpose of creating and making the Improvements shown in the Survey attached as Schedules A-3 and A-4.

Section 1.2 - Statutory Quotations

Clauses and sections in italics (underlined) are quotes from the statutory language of the Common Interest Ownership Act. Such language will be amended if the statute is amended to apply to this Common Interest Community without consent of the Association.

ARTICLE II

Definitions

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

Section 2.1 - Act

The Common Interest Ownership Act, Sections 47-200 through 47-293, of the Connecticut General Statutes, as it may be amended to apply to this Common Interest Community.

Section 2.2 - Allocated Interests

The common expense liability and votes in the Association allocated to the Home Sites in the Common Interest Community. The Allocated Interests are described in Article IX of the Declaration and shown on Schedule A-2.

Section 2.3 – Architectural Review Committee.

The committee appointed by the Executive Board to review the architectural design of improvements and landscaping undertaken by Home Site Owners on Home Sites. In the event the committee has not been appointed, the Executive Board shall act as the Architectural Review Committee. All decisions of the Committee shall be reported to the Executive Board at its next meeting following the rendering of the decision, which may, upon request or appeal approve, modify or reverse the decision

Section 2.4 - Association

Traditions At Historic Southbury Association, Inc., a nonstock corporation organized under the laws of the State of Connecticut. It is the Association of Home Site Owners pursuant to Section 47-243 of the Act.

Section 2.5 - Bylaws

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

Section 2.6 - Common Elements

All portions of the Common Interest Community other than the Home Sites, including easements in favor of Home Sites or the Common Elements over other Home Sites and other interests in real property for the benefit of Home Site Owners which are subject to the Declaration.

Section 2.7 - Common Expenses

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

In addition, costs and expenses imposed on the Association, benefiting fewer than all the Home Sites, shall be a Common Expense but assessed exclusively against those Home Sites benefited. If sales or service tax is imposed upon assessments against fewer than all the Home Sites because they are not owner occupied or otherwise, such tax shall be paid as a Common Expense Assessment and collected exclusively from such Home Sites against which such imposition is levied as an additional Common Expense Assessment.

Section 2.8 - Common Expense Assessments

The funds required to be paid by each Home Site Owner in payment of his Common Expense liability.

Section 2.9 - Common Interest Community

The real property described in Schedule A-1, subject to the Declaration.

Section 2.10- Declarant

Southbury Home & Land Company LLC, or its successor, as defined in Section 47-202(12) of the Act.

Section 2.11 - Declaration

This document, including any amendments.

Section 2.12 - Development Rights

The rights reserved by the Declarant under Article VIII of this Declaration are to:

- (a) create Home Sites, Common Elements, or Limited Common Elements within the Common Interest Community.
- (b) withdraw real property from the Common Interest Community.
- (c) add land to the Common Interest Community.
- (d) add unspecified real property to the Common Interest Community.

Section 2.13 - Director

A member of the Executive Board.

Section 2.14 - Eligible Insurer

An insurer or guarantor of a first Security Interest in a Home Site that has notified the Association in writing of the Eligible Insurer's name and address and that it has insured or guaranteed a first Security Interest in a Home Site and that the Association notify it on any proposed action requiring the consent of a specified percentage of Eligible Mortgagees. Such notice will be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article XVIII.

Section 2.15 - Eligible Mortgagee

The holder of a first Security Interest in a Home Site that has notified the Association in writing of the Eligible Mortgagee's name and address and that it holds a Security Interest in a Home Site and that the Association notify it on any proposed action requiring the consent of a specified percentage of Eligible Mortgagees. Such notice will be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVIII.

Section 2.16 - Executive Board

The board of Directors of the Association pursuant to Part VII of Chapter 602 of the Connecticut General Statutes. The Executive Board acts only as a group. Its activities are administered by the officers or designated agents in performing their authorized functions. During the period of Declarant control, the Declarant appoints the members of the Executive Board (the "Directors"). The Declarant

may relinquish this right at an earlier time but maintain a veto over certain actions of the Executive Board until the full period of Declarant Control terminates as defined in Section 8.10 below.

Section 2.17 - Floor Plans

There are no floor plans.

Section 2.18 - Home Site

A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 5.2 of this Declaration. It is a "Unit" as defined in Section 47-202(31) of the Act and in this Declaration and designated as a "Home Site" on the Survey. All "Units" in Traditions At Historic Southbury are Home Sites. A Home Site includes the title and a right to possession and improvements therein in the air space above the land as designated, and whose physical boundaries are depicted, on the Survey and Plan, Schedule A-3.

A Home Site lies within the air space above the "land" as used in Section 8-18 of the Connecticut General Statutes, consisting of all spaces and improvements above the surface of the land and within the vertical boundaries defined by the Home Site lines shown on the Survey, extended to the heavens. The "land" remains unsubdivided as a Common Element. The extension of the upper boundaries downward defines a Limited Common Element area appurtenant to the Home Site above it, within which the Home Site Owner has the right to construct and use all forms of manmade improvements as part of the ownership right of the Home site.

The Home Site can be considered as an air space Common Interest Community unit that can contain any form of building, such as a single family house with its lower boundary of the unit being the "land" as defined under the subdivision statutes. Thus, the "land" remains unsubdivided because it is a Common Element. Below the Home Site unit, the Common Element "land" is a Limited Common Element for the location of all man made improvements, appurtenant to the Home Site above it. Thus, the Home Site Owner has much of the title and enjoyment rights of a traditional single-family home lot owner subject only to the specific limitations provided in the Common Interest Community declaration.

Section 2.19 - Home Site Boundaries

Boundaries of each Home Site created by the Declaration defined in Section 5.2.

Section 2.20 - Home Site Owner

A Declarant or other person who owns a Home Site but does not include a person having an interest in a Home Site solely as security for an obligation. The Declarant is the owner of any Home Site created by the Declaration. A Home Site Owner shall not include a Person who claims ownership by some off-record right, such as an unrecorded contract or lease, until such right becomes possessory as a matter of record.

Section 2.21 - Improvements

Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, such as buildings, paving, utility wires, pipes, light poles, trees, shrubbery, and lawns planted by the Declarant, the Association, or a Home Site Owner.

Section 2.22 - Instruments

The Declaration and Survey recorded and filed pursuant to the provisions of the Act and the Bylaws. Any exhibit, schedule, or certification accompanying an Instrument is a part of that Instrument.

Section 2.23 - Limited Common Elements

A portion of the Common Elements allocated by the Declaration or by operation of subsection (2) or (4) of section 47-221 of the Act for the exclusive use of one or more but fewer than all of the Home Sites. The Limited Common Elements in this Common Interest Community are described in Article VI of this Declaration.

Section 2.24 - Majority or Majority of Home Site Owners

The owners of more than 50% of the Votes in the Association. The majority of the Executive Board, Council, or a committee shall be based upon one Vote per person holding the office.

Section 2.25 - Manager

A Person, firm, or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 2.26 - Notice and Comment

The right of a Home Site Owner to receive notice of an action proposed to be taken by or on behalf of the Association and the right to comment thereon. These provisions are set forth in Section 24.1 of this Declaration.

Section 2.27 - Notice and Hearing

The right of a Home Site Owner to receive notice of an action proposed to be taken by or on behalf of the Association and the right to be heard thereon. These provisions are set forth in Section 24.2 of this Declaration.

Section 2.28 - Person

An individual, corporation, business trust, estate, trust, partnership, Association, joint venture, government, governmental subdivision or agency, limited liability company, limited liability partnership, trust with authorization, or other legal or commercial entity that can own real estate.

Section 2.29 - Property

The land, all Improvements, easements, rights, and appurtenances that have been submitted to the provisions of the Act by this Declaration.

Section 2.30 - Rules

Regulations for the use of Common Elements and for the use of Home Sites when the use affects the Common Elements and for the conduct of Persons within the Common Interest Community adopted by the Executive Board pursuant to this Declaration.

Section 2.31 - 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 ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 2.32 - Special Declarant Rights

Rights reserved for the benefit of a Declarant to (A) complete improvements indicated on surveys filed with the Declaration; (B) exercise any development right; (C) maintain sales offices, management offices, signs advertising the Common Interest Community, and models; (D) use easements through the Common Elements for the purpose of making improvements within the Common Interest Community or within real property which may be added to the Common Interest Community; or (E) appoint or remove any officer of the Association or any master Association or any Executive Board member during any period of Declarant control.

Section 2.33 - Survey and Plan

The Survey filed with the Declaration as Schedule A-3, as it is amended from time to time.

Section 2.34 - Trustee

The entity, which may be designated by the Executive Board as the Trustee for the receipt, administration, and disbursement of funds derived from, insured losses, condemnation awards, special assessments for uninsured losses, and other sources as defined in the Bylaws. If no Trustee has been designated, the Trustee will be the Directors acting by majority vote, as executed by the president and attested by the secretary.

Section 2.35 - Unit. See Home Site

Section 2.36 - Votes

The votes allocated to each Home Site as shown on Schedule A-2. Any specified percentage, portion, or fraction of Home Site Owners, unless otherwise stated in the Instruments, means the specified percentage, portion, or fraction in the aggregate of such portion of Votes. No Votes allocated to a Home Site owned by the Association may be cast. Votes in the Executive Board or a committee shall be on a basis of one Vote per person holding the office. Votes may be cast by written consent to corporate action, by proxy, by voting at a meeting, or by absentee written ballot.

ARTICLE III

Name and Type of Common Interest Community and Association

Section 3.1 - Common Interest Community

The name of the Common Interest Community is The Traditions At Historic Southbury. The Common Interest Community is a planned community.

Section 3.2 - Association

The name of the Association is Traditions At Historic Southbury Homeowners Association, Inc. It is a nonstock corporation organized under the laws of the State of Connecticut.

ARTICLE IV

Description of Property

The entire Common Interest Community is situated in the Town of Southbury, Connecticut. The legal description of the Common Interest Community is found in Schedule A-1.

ARTICLE V

Maximum Number of Home Sites; Boundaries

Section 5.1 - Number of Home Sites

When created, the Common Interest Community contains 24 Sites. [Note: this number may be any number up to the number of Home Sites planned for the first marketing phase, which at the time of the publication of this Public Offering Statement is 24, which number NEED NOT BE BUILT, and such number will be determined in accordance with the number of Home Sites that can be accurately platted at the time that the initial Home Site is to be conveyed to a Home Site Owner other than a Declarant.] There may be up to 250 Home Sites created in the Common Interest Community that may be any place in the land described in Schedule A-1 or in the land that may be added to the Common Interest Community described in Schedule A-2. As each Home site is added, the Common Interest Community will contain the number of Home Sites listed in the most current Schedule A-2. The Declarant reserves the right to create up to 250 Home Sites.

Section 5.2 - Boundaries

A Home Site is a "Unit" as defined in §47-202 (31) of the Act. Boundaries of each Home Site created by the Declaration are shown on the Survey as numbered Home Sites with their identifying number and are described as follows:

- (a) **Perimeter Boundaries.** The Home Site is the real property consisting of the space above the surface of the "land" (as used in Section 8-18 of the Connecticut General Statutes) and the rights of possession therein and all Improvements lying therein within the vertical planes intersecting the surface of the earth at the boundary lines of each Home Site as shown on the Survey, Schedule A-3 to the Declaration as revised. The Home Site includes detached and attached roofed structural portions consisting of eaves and enclosures. The vertical perimeter boundaries of open-roofed structures are the outermost vertical planes tangent to finished surfaces of the supporting columns facing out of the Home Site, the extended outer planes of surfaces of trim, pedestals, exterior siding, fascia, and slab or footing structures (if outside of the above planes) intersecting the upper and lower boundaries. Vertical perimeter boundaries shall include the outer surface or supporting columns intersection the horizontal boundaries. Where the vertical boundary is defined solely by a line as shown on the Survey rather than the surface or center line of an Improvement, it shall be the vertical plane to the heavens, intersecting the surface of the "land" at that line.

- (b) **Lower Boundaries.** The plane of the surface of the land as shown on the Survey is the lower boundary of the Home Site. Below the surface, and outside the perimeter planes of the Home Site boundary, all of the underlying land remaining undivided is Common Element. The Improvements lying below the boundaries of the Home Site and within the extension of the perimeter boundary planes and the Improvements, as they may from time to time be located therein, are Limited Common Elements appurtenant to the Home Site above it. Boundaries that are located at the surface of the land or Improvements are defined by the physical surface of that land or Improvements, regardless of vertical or lateral movement of the surface of the land or repair, replacement, or Improvement of the Improvements or minor variances between those boundaries and the boundaries derived from the description of the Home Site as shown on the Survey. The curved or flat plane defined by the lines of the surface of the land intersecting the vertical planes of the exterior of subsurface Improvements, such as posts and foundations extended and projected through such Improvements, shall be the lower surface of the Home Site where there is no exterior land surface.
- (c) **Boundary Fences and Trellises and Lateral Supporting Walls.** The adjoining Home Site Owners will maintain fences, trellises or other architectural improvements or retaining walls providing enclosure or lateral support to a Home Site located within the boundaries of each Home Site. The Home Site Owner on whose Home Site the lateral support of a supporting wall or party fences, trellis or other architectural improvements built by Declarant or replaced thereafter, will be solely maintained by such Home Owner. In the case In the event a fence and/or retaining wall becomes deteriorated and the Home Site on which such Improvement is on fails to maintain such Improvement, the Association, upon Notice and Hearing, may make the necessary repairs and assess the affected Home Site Owners for the costs.
- The Home Site Owner owns the trellis, fence or other architectural improvements connecting dwellings and the space behind and in front of the trellis/fence to the exterior finished surface of the wall of the dwelling of the adjoining Home Site Owner. The wall of the adjoining dwelling shall be the sole responsibility of the Home Site Owner whose dwelling is enclosed by the wall. The adjoining Home Site Owner may have access to the Home Site for maintenance of his dwelling wall. The Association will be responsible for enforcing that the dwelling wall and/or trellis/fence are maintained in good order.
- (d) **Exclusions.** Except when specifically included by other provisions of Section 4.4, the following is excluded from each Home Site: the spaces and Improvements lying outside of the boundaries described in Section 4.4(a) above, pipes, ducts, wires, conduits, septic systems, drainage systems and ways, drive portions, and other facilities running through or within any Home Site for the purpose of furnishing sewerage, utility, access, water, and other similar services to other Home Sites, Common Elements, and the "land" of other Home Sites as defined in Subsection (a).
- (e) **Inconsistency with Survey.** If the Survey is inconsistent with this definition, then this definition will control.
- (f) **Monuments as Boundaries.** Physical Improvements described, as defining the boundaries will be monuments of title as described in Section 47-233 of the Act, regardless of the location of the boundary as shown on the survey

- (g) **Easements for Support and Shelter. Party Structures.** Each Home Site Owner of a Home Site adjoining another Home Site has a reciprocal easement of support and shelter over the portion of any party or retaining wall, screen or boundary fence or trellis on the adjoining Home Site, or adjoining the boundary with any adjoining Common Element or Limited Common Element appurtenant to a Home Site. Each covenants with the other to be responsible to maintain the party structure in a structurally sound, secure and weather and water tight state to provide the support and security and shelter from external forces, weather and ground and surface water that presently exists and as may be necessary to maintain the integrity of the existing Improvements within the Home Site or supported surfaces within the Home Site or Limited Common Elements in accordance with the provisions of common party wall law. The Home Site Owner and the Association have an easement for access for repair and maintenance over and through the adjoining Common Elements and Home Site, and an easement for pipes, ducts, utility ways and chases, access stairs, and fences passing through the other Home Site, Home Site or Common Element and serving the dominant Home Site or Common Elements exclusively. Such physical structures including party walls, fences, and trellises serving two Home Sites or both a Home Site and a Common Element will be shared through a mutual nonexclusive easement of enjoyment for all purposes for which the Improvements and their replacements were intended. Reasonable access for repairs and improvements to physical improvements in Common Elements serving a Home Site adjoining a Common Element or another Home Site may be made by the Home Site Owner of the dominant Home Site, or Limited Common Elements upon notice to any affected Home Site Owner. Access for emergency repairs may be made through the Association at any time. The adjoining Home Site Owners will be jointly responsible for maintenance of fences, trellises, or privacy screens walls located on both sides of the boundaries of Home Sites and serving both Home Sites. The Home Site Owner benefited by the lateral support will be responsible for maintenance of supporting walls. If a structure is removed or destroyed so as to expose a party wall to the weather or remove lateral support, the Home Site Owner causing the removal or exposure will provide weather proof surface, enclosure and lateral support so as to permit the party wall to retain its intended function of lateral support, enclosure, security and weather protection. In the event a jointly maintained fence or trellis becomes deteriorated do to failure of a Home Site Owner to properly fulfill such maintenance obligations as set forth in this Declaration, and the adjoining Home Site Owners cannot agree as to maintenance, the Association, upon Notice and Hearing, may make the necessary repairs and assess the Affected Home Site Owners for the costs or order the fence removed, and if not removed in a reasonable time, remove it itself.

ARTICLE VI

Limited Common Elements

Section 6.1 - Limited Common Elements

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

- (a) If any chute, flue, duct, wire, conduit, bearing column wall, bearing or any other fixture lies partially within and partially outside the designated boundaries of a Home Site, any portion thereof serving only that Home Site is a Limited Common Element allocated

solely to that Home Site, and any portion serving more than one Home Site or any portion of the Common Elements is a part of the Common Elements.

- (b) Any ventilation, chimneys, ducts or appliances, electrical boxes, footings, drains, and all exterior Improvements and other fixtures designed to serve a single Home Site, but located outside the Home Site's boundaries, are Limited Common Elements allocated exclusively to that Home Site.
- (c) Steps at the entrances to but outside of a Home Site, which provide access to less than all Home Sites, the use of which is limited to the Home Sites to which they provide access.
- (d) Walkways, the use of which is limited to certain Home Sites as shown on the Survey.
- (e) Improvements within the space lying directly below the Home Site within the planes of the vertical perimeter of the boundaries of the Home Site extended to the center of the earth as follows.

The Limited Common Elements for each Home Site will include the spaces and Improvements within the space below the surface of the land as they may be constructed from time to time, as defined in Section 4.4(a) above, as containing any foundations, basements, pools, sewerage system, footings, slabs, drives, electrical wiring, lawns, planted shrub and plant roots, pipes, pavement, ducts, conduits, telephone and electrical receptacles, light fixtures, posts, vaults, boxes, and other underground Improvements serving that Home Site exclusively, the surfaces of the foregoing being the boundaries of the Limited Common Elements allocated to such Home Site, whether or not such spaces are contiguous or below the surface of the land or within the Common Elements or adjoining Home Sites or Limited Common Elements allocated to such Home Site or accurately depicted on the Survey, Schedule A-3 of the Declaration.

- (f) Mailboxes, nameplates, and exterior lighting affixed to fences or otherwise outside the Home Site will be Limited Common Elements allocated to the Home Sites served and will be maintained and operated by the Home Site Owner served.

Section 6.2 - Expenses Allocated to Limited Common Elements

Any Common Expense associated with the maintenance, repair, or replacement of all fixtures, Improvements, and mechanical elements within the Limited Common Elements below the Home Site will be assessed against the Home Site or Home Sites to which the Limited Common Element is assigned.

If any such Limited Common Element is assigned to more than one Home Site, the Common Expense attributable to the Limited Common Element will be assessed equally among the Home Sites to which it is assigned.

In the event, any component or element within such Limited Common Element becomes deteriorated or unsightly, leaks or creates a dangerous condition, or is inconsistent with conditions of installation, upon Notice and Hearing it may be removed or repaired at the Home Site Owner's expense as a Common Expense Assessment under this section. However, the Association has no duty to make such repairs or undertake such maintenance.

ARTICLE VII

Home Site Maintenance, Repair, and Replacement: Subsequently Allocated Limited Common Elements

Section 7.1 - Common Elements

The Association will maintain, repair, and replace all of the Common Elements, except the portions of the Limited Common Elements that are required by this Declaration to be maintained, repaired, or replaced by the Home Site Owners.

Section 7.2 – Home Sites

Each Home Site Owner will maintain, repair, and replace, at his own expense, all portions of his Home Site, except the portions thereof noted herein to specifically be maintained, repaired, or replaced by the Association. Maintenance, repair or replacement of structural elements, except with identical items, will be subject to architectural control by the Association.

Section 7.3 - Right of Access

Any Person authorized by the Executive Board will have the right of access to all portions of the Property for the purpose of performing emergency repairs or other work reasonably necessary for the proper maintenance and safety of the Common Interest Community, and for the purpose of performing installations, alterations, or repairs, and for the purpose of reading, repairing, and 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 Home Site Owner. In case of an emergency, no such request or notice is required, and such right of entry will be immediate, whether or not the Home Site Owner is present at the time.

Section 7.4 - Repairs Resulting From Negligence

Each Home Site Owner will reimburse the Association for any damages to any other Home Site or to the Common Elements caused intentionally, negligently, or by his failure to properly maintain, repair, or make replacements to his Home Site. Any portion, which is not reimbursed, will be a Common Expense allocated to all Home Site Owners. The Association will be responsible for damage to Home Sites caused intentionally, negligently, or by its failure to maintain, repair, or make replacements to the Common Elements. The Executive Board may set reasonable standards for maintenance, repair, and replacement. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

Section 7.4 – Optional Maintenance Service By Association

The Association may elect to provide landscaping and maintenance service to a Home Site upon request by a Home Site Owner. If a Home Site Owner elects to take this service, the Association shall assess the benefited Home Site for the cost of the services plus a reasonable cost of overhead for administration as set by the Executive Board. Such assessments will be specially assessed to the Home Site and will be a Common Expense Assessment.

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 and create Home Sites, Common Elements, and Limited Common Elements in the location shown as "Development Rights Reserved in this Area to Create Home Sites, Common Elements and Limited Common Elements in This Area" on the Survey.
- (b) The right to add land in the areas shown as "Additional Land Development Rights Reserved In This Area to Add Land as Shown"
- (c) The right to subdivide Home Sites into Home Sites, Limited Common Elements, and Common Elements.
- (d) The right to convert Home Sites into Common Elements.
- (e) The right to add unspecified real property pursuant to Section 47-241.
- (f) 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 on the Survey as "Development Rights Reserved in this Area." The Declarant also reserves the right to withdraw and grant easements to municipalities or 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 will 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 99 years after the recording of the initial Declaration.
- (b) Not more than 250 Home Sites may be created under the Development Rights.
- (c) The quality of construction buildings and Improvements of any to be created on the Property will be consistent with the quality and structure type of initial buildings and Improvements, although Home Sites may be laid out in different configurations or plans and additional classes of accessory Home Sites may be provided.

The architectural style of any buildings and Improvements to be created on the Property shall be consistent with the architectural style of those buildings initially constructed by the Declarant pursuant to this Declaration that reflect the New England forms and styles based on neo-traditional interpretation and detailing with regard to such items as roof lines, overhangs and gable ends, architectural detailing, window and door trim, exterior

columns, balustrades and railings, finished exterior surfaces, and doors and windows. Exterior lights, fencing, and other exterior improvements will be consistent with existing elements. Building geometry, building footprints, floor plans, size, interrelationships of Home Sites, and overall layout may vary to conform to market demands, engineering conditions, and municipal and code requirements. The Declarant may interpret these standards with variations, provided that an overall consistency of look and feel is maintained. The Declarant may vary floor plans, facades, building locations and other improvements. The Declarant's construction style and look and feel in its initial construction of all dwellings and Improvements on Home Sites will be used as standards for the Architectural Review Committee guidelines. Home Site Home Site Owners other than the Declarant may make such changes to the exteriors of the buildings, provided further that such changes conform to such consistent guidelines that may have been approved by the Association in accordance with the standards and guidelines established by the Association as Rules under Article X, Section 10.2(c) and the procedures of Article XIII. Materials may be substituted at the option of the Declarant, provided the visual aspect remains consistent with the above standard and a uniform style is maintained. The Declarant does not promise that the buildings will be built in accordance with the site plan originally approved for the Common Interest Community or that the Declarant may not request amendments to the site plan. The Declarant makes no other promises concerning the style, quality of construction, or size of the buildings and Improvements.

- (d) No assurances are made as to the general descriptions of other Improvements that may be made and Limited Common Elements that may be created within any Common Elements that may be created within any Common Interest Community subject to Development Rights reserved by the Declarant.
- (e) All Home Sites, Common Elements, and Limited Common Elements created pursuant to the Development Rights will be restricted to use in the same manner and to the same extent as the Home Sites, Common Elements, and Limited Common Elements created under the initial Declaration.
- (f) No Development Rights may be exercised unless approved pursuant to Section 18.5 of the 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 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 to:

- (a) complete improvements indicated on surveys and filed with the Declaration;
- (b) exercise any development right reserved in this Declaration;

- (c) maintain sales offices, management offices, signs advertising the Common Interest Community, and models;
- (d) use easements through the Common Elements for the purpose of making improvements within the Common Interest Community;
- (e) appoint or remove any officer of the Association- or any Executive Board member during any period of Declarant control, subject to the provisions of subsection 8.10(a) of this Declaration.

Section 8.5 - Models

As long as the Declarant is a Home Site Owner, the Declarant and its duly authorized agents, representatives, and employees may maintain any Home Site owned by the Declarant or any portion of the Common Elements as a model Home Site or sales office.

Section 8.6 - Construction; Declarant's Easement

The Declarant reserves the right to perform warranty work, repairs, and construction work; to store materials in secure areas in Home Sites and Common Elements; and 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 the Declaration. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners, or upland owners to fulfill the plan of development and the right to withdraw and convey fee interest in the Improvements within the easements.

Section 8.7 - Signs and Marketing

The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Home Sites, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Home Site Owners.

Section 8.8 - Association or Executive Board Actions Subject to Declarant's Approval

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the period of Declarant control, but in that event the Declarant may require, for the duration of the period of Declarant control, that all 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.

Section 8.9 - Declarant's Personal Property

The Declarant reserves the right to retain all personal property and equipment used in 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, within one year after the sale of the last Home Site, any and all goods and Improvements used in development, marketing, and construction, whether or not they have become fixtures.

Section 8.10 - Declarant Control of the Association

- (a) Subject to subsection (b): There will be a period of Declarant control of the Association, during which a Declarant, or persons designated by him, may appoint and remove the officers and members of the Executive Board. The period of Declarant control terminates no later than the earlier of: (1) Sixty days after conveyance of sixty per cent of the Home Sites that may be created to Home Site Owners other than a Declarant; (2) two years after all Declarants have ceased to offer Home Sites for sale in the ordinary course of business; or (3) two years after any right to add new Home Sites 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 Declarant before they become effective.
- (b) Not later than sixty days after conveyance of one-third of the Home Sites that may be created to Home Site Owners other than a Declarant, at least one member and not less than one-third of the members of the Executive Board shall be elected by Home Site Owners other than the Declarant.
- (c) Except as otherwise provided in subsection 8.10(a), not later than the termination of any period of Declarant control, the Home Site Owners shall elect an Executive Board of at least three members, at least a majority of whom shall be Home Site owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.
- (d) Notwithstanding any provision of the Declaration or Bylaws to the contrary, the Home Site owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Home Site Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 8.11 - Limitations on Special Declarant Rights

Unless terminated earlier by a recorded Instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant so long as the Declarant is obligated under any warranty or obligation, or owns any Home Sites or land subject to Special Declarant Rights, or any Security Interest on any Home Sites, or for 55 years after recording the Declaration, whichever is sooner. Earlier termination of certain rights may occur by statute. Additional limitations occur in Article XVIII.

Section 8.12 - Limitation on Association Action

The Association may not take any action that would interfere with the Special Declarant Rights.

Section 8.13 – Additional Rights to Other Development Rights.

The Declarant may amend this Declaration at any time for 55 years after recording the Declaration, to add any unspecified property to the Planned Community but the amount of real property added may not exceed ten percent of the real property described in Schedule A-3 of the Declaration.

ARTICLE IX

Allocated Interests

Section 9.1 - Allocation of Interests

The table showing Home Site numbers and their Allocated Interests is attached as Schedule A-2, as it may be amended from time to time. These interests have been allocated in accordance with the formulas set out in this Article. The same formulas are to be used in reallocating interests if Home Sites are added to the Common Interest Community.

Section 9.2 - Formulas for the Allocation of Interests

The interests allocated to each existing Home Site have been calculated by the following formulas:

- (a) **Liability for the Common Expenses.** The fraction or the percentage of Common Expenses allocated to each Home Site, based on one share to each Home site. If an additional Home Site is created by the Declarant, the denominator of the fraction will be increased to equal the total number of Home Site shares declared.

Nothing contained in this subsection will prohibit certain Common Expenses from being apportioned to particular Home Sites, as described in Article XIX of the Declaration.

- (b) **Votes.** Each Home Site in the Common Interest Community will have one Vote.

The number of Home Sites added will determine the maximum change in each Home Site's share of the liability of Common Expenses and of the voting power to the Common Interest Community.

ARTICLE X

Restrictions on Use, Occupancy, or Alienation

Section 10.1 - Use Restrictions

- (a) Each Home Site is restricted to its residential use as a single-family residence, (as it may be defined in Section 10.2 below, from time to time,) including home professional pursuits not requiring any visits from the public or unreasonable levels of mail, shopping, trash, or storage. By Rule, as limited by the definition under Section 10.2 below, the

Association may provide additional restrictions and definitions of single-family residence.

- (b) Garages are restricted to use by the Home Site Owners as storage and as a parking space for vehicles. By Rule, the Association may provide additional restrictions with respect to type restrictions and permitted uses within the Garages.
- (c) Nothing may be done or kept in any Home Site that will increase the rate of insurance of the buildings, or the contents thereof, beyond the rates applicable for residential apartments without prior written consent of the Executive Board. No Home Site Owner may permit anything to be done or kept in his Home Site that will result in the cancellation of insurance on any of the buildings, or the contents thereof, or that would be in violation of any law.
- (d) All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof will be observed. Each Home Site Owner will be obligated to maintain his own Home Site and keep it in good order and repair.
- (e) Except pursuant to Article XIII of the Declaration, nothing may be done to any Home Site, which will impair the structural integrity of, the building or buildings or which will structurally change them. No Home Site Owner may do any work, which may jeopardize the soundness or safety of the Property, reduce the value thereof, or impair any easements, right of purchase, or any interest constituting a Common Element.
- (f) Notwithstanding any of the provisions of this Section, as long as the Declarant is a Home Site Owner, the Declarant and its duly authorized agents, representatives, and employees may use any Home Site owned by the Declarant or any portion of the Common Elements as a model Home Site or sales office. The Declarant may enter the Home Site to complete construction and perform warranty work. The Declarant may also enter into short-term leases on a day-to-day basis as a part of providing temporary occupancy to purchasers prior to closing. The Declarant may also maintain management offices, signs, and displays advertising the Common Interest Community.
- (g) *The Association may adopt rules and regulations that affect the use or occupancy of Home Sites that may be used for residential purposes only to: (1) Prevent any use of the Home Site which violates the Declaration; (2) regulate any occupancy of a Home Site which violates the Declaration or adversely affects the use and enjoyment of other Home Sites or the Common Elements via the Home Site owners; (3) or restrict the leasing of residential Home Sites to the extents the rules are reasonably designed to meet underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on Home Sites in common interest communities.* In addition, pursuant to the permitted regulation under subsection (2) of this paragraph, the Association may issue guidelines and interpretations of the architectural control restrictions pursuant to subsection 10.2 (c) below. Provided, however, no such restriction affecting the use or occupancy of a Home Site shall be affected unless it has published following Notice and Comment and been recorded on the land records under the name of the Association as grantor and grantee. Such recorded restriction shall not be considered a muniment of title, nor an additional encumbrance nor covenant affecting land, but shall be a personal obligation of the Home Site Owners and occupants.

Section 10.2 - Occupancy Restrictions After Issuance of the Initial Certificate of Occupancy by the Town of Southbury Building Official.

Home Sites will be restricted by the following occupancy restrictions after issuance of the initial certificate of occupancy by the town of Southbury building official (except for restrictions on signs below):

These restrictions may be amended by a vote of 67 percent of the Home Site Owners and the consent by vote of 67 percent of the Home Site Owners. The following occupancy restrictions will apply to the exterior portion of the Property outside of any building on the Home Site and within the Home Site:

- (a) **Residential Use.** Except for those activities that are conducted as a part of the marketing and construction that the Declarant is obligated to complete pursuant to reservations of its easement pursuant to Section 47-235 of the Act and the use for sales purposes reserved pursuant to Section 47-234 of the Act and the construction and development program of the Successor Declarant under such reservation, no industry, business, trade, or commercial activities, other than home professional pursuits, without employees, public visits or non-residential storage, mail, or other uses of a Home Site shall be conducted, maintained, or permitted. A single project "For Sale" sign not exceeding the area permitted for builders under the Southbury Zoning Regulations posted by the Declarant, advertising Home Sites on which construction is being undertaken, after the issuance of the initial building permit, and until one year following the issuance of the final initial certificate of occupancy for the new building on a Home Site, may also be posted by the Declarant at the entrance of the community, and a sign not exceeding 12 square feet in area may be posted by the Declarant on each Home Site on which construction is being undertaken for such period. Except for (i) a number sign for the address of the Home site, as permitted by the Architectural Review Committee, (ii) the name of the occupant in letters no higher than two inches in height on the door or mailbox, of a uniform style established by the Association through its Architectural Review Committee and (iii) holiday decorations as permitted below, no signs whatsoever will be permitted to be posted by a Home Site Owner visible from the street, on a Home Site or the street frontage in front of a Home Site.
- (b) **Trash.** No storage of trash will be permitted within or outside of any building in such a manner as to promote the spread of fire or encouragement of vermin.
- (c) **Architectural Control.** Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building to a color other than that originally sold by the Declarant without the prior consent of the Executive Board of such committee then established having jurisdiction over such matters and upon Notice and an Opportunity to be Heard by any adjoining Home Site Owner of a Home Site on which a boundary wall, as defined in Section 5.2 of this Declaration, is located. Connecting fencing and trellises that laterally connect the homes within adjacent Home Sites are as required by the municipal approvals. The Association will be responsible for enforcing their maintenance and continued existence of such elements. Home Site Owners may not remove, modify, or change such fences and trellises. The architectural style of any buildings and Improvements to be created on the Property shall be consistent with the architectural style of those buildings initially constructed by the Declarant pursuant to this Declaration. Building geometry, building footprints, floor plans, size,

interrelationships of Home Sites, and overall layout may vary to conform to market demands, engineering conditions, and municipal and code requirements. The Association may interpret these standards in accordance with reasonable variations, provided that an overall consistency of look and feel is maintained. Home Site Home Site Owners other than the Declarant may make such changes to the exteriors of the buildings, provided further that such changes conform to such consistent guidelines that may have been approved by the Association in accordance with the standards and guidelines established by the Association as Rules and the procedures of Article XIII. Materials may be substituted at the option of the Home Site Owner, provided the visual aspect remains consistent with the above standard and a uniform style is maintained.

- (d) **Cleanliness.** Each Home Site Owner shall keep his Home Site in good state of preservation and cleanliness.
- (e) **Garbage and Trash.** Except for curbside pickup, (from 12 hours before and 12 hours after the time of scheduled pickup), no garbage cans or trash barrels shall be placed outside the buildings. No accumulation of rubbish, debris, or unsightly material shall be permitted outside of the buildings, except in designated and approved trash storage containers, nor shall any rugs or mops be shaken or hung from windows, doors, balconies, patios, or terraces of any building.
- (f) **Alterations and Improvements.** Except for Home Sites on which initial construction is progressing by the Home Site Owner and following the issuance of the initial certificate of occupancy for a building within a Home Site, no alterations, additions, or improvements may be made in the landscaping, exterior surface, or outside of the buildings on each Home Site without the prior consent of the Executive Board or such committee established by the Executive Board having Jurisdiction over such matters, if any, pursuant to Section 13.3 of this Declaration. The Executive Board may establish Rules setting forth guidelines for architectural standards and appoint an Architectural Review Committee as a committee of the Executive Board to administer these Rules, pursuant to the basic standards of Section 8.2 of the Declaration and the procedures of Article XIII.
- (g) **Compliance with Law.** Home Site Owners shall comply with and conform to all applicable laws and regulations of the states, and of the State of Connecticut, and all ordinances, rules, and regulations of the Town of Southbury. The violating Home Site Owner shall hold the Association and other Home Site Owners harmless from all fines, penalties, costs, and prosecutions for the violation thereof or noncompliance therewith.
- (h) **Pets:** No animals, birds, or reptiles of any kind will be raised, bred, or kept in the Property, except for: no more than one dog weighing no more than 75 pounds at maturity, of gentle disposition; no more than four cats, usual domestic birds in cages, and fish in tanks, or other household pets approved by the Executive Board or the Manager as to compatibility with the community. Notwithstanding the above, in no event will any dog whose breed is noted for its viciousness or ill-temper, in particular the American Staffordshire Terrier, known as a "Pit Bull Terrier" or any crossbreeds of such breed, be permitted on the Property. No animal of any kinds that has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, will be allowed in the premises. Pets may not be kept, bred, or maintained for any commercial purposes. Any pet causing or creating an unreasonable disturbance or noise will be permanently

removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. In no event will any dog be permitted in any portion of the Common Elements unless carried or on a leash; no dogs will be curbed in any courtyard or close to any patio, except in street or special areas designated by the Executive Board. Any droppings in the Common Elements will be picked up and removed immediately to dumpsters or other trash disposal containers. The owner will hold the Association harmless from any claim resulting from any action of his pet whatsoever. Seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide or train such animals.

- (i) **Sales tax.** In the event any sales or service tax is imposed upon a Home Site that is not owner occupied or that is otherwise not imposed equally on all Home Site Owners, the landlord or other Home Site Owner will pay such tax through the Association as an additional Common Expense Assessment. The Association may require certificates of status from Home Site Owners in order to enforce and determine applicability of such impositions.
- (j) **Bylaws and Rules.** The use of Common Elements is subject to the Bylaws and the Rules of the Association.
- (k) **Single Families.** Single families shall be defined as a group of individuals living together as a single, non-commercial, non-profit household, cooking and eating together with a common kitchen and dining area. The following forms of occupancy are prohibited: single-family residences containing three or more individuals who may or may not be unrelated who are (a) supervised under an institutional or governmental program related to a mental illness, handicap, or mental retardation that, by its character or activities, would impose additional supervision, security, administration, or insurance burdens on the Association; or (b) persons in transition from incarceration. Nothing shall prohibit the unsupervised ownership, occupancy, or other accommodation of persons by virtue of their mental retardation, handicap, or familial status as defined by the federal Fair Housing Act.

Section 10.3 - Restraints on Alienation

The Home Site may be leased or rented for a term of not less than six months. All leases and rental agreements shall be in writing.

The following restraints on alienation apply to all Home Sites. Pursuant to Section 47-236 of the Act and Section 15.1 of the Declaration, the restraints on alienation under this subsection and the subsequent subsection may be amended by a Vote of the Home Site Owners to which 67 percent of the Votes of the Association are allocated. *The lease restriction to this paragraph may be modified by the Association to the extent the modifications are reasonably designed to meet the underwriting requirements of institutional lenders to regulate purchase or insure first mortgages on Home Sites in common interest communities pursuant to section 10.1(e) above:*

- (a) A Home Site may not be conveyed pursuant to a time-sharing plan as defined in Section 47-202 (30) of the Connecticut Statutes.

- (b) All leases must be in writing and filed with the Association and subject to the requirement of the Documents and the Association. Failure to so file will permit the Association to bring summary process against the tenant, as a default in the lease, in the name of its landlord.

Section 10.4 - Restrictions on the Amount for Which Any Home Site May Be Sold or on the Amount That May Be Received

- (a) There is no restriction in this Declaration on the amount for which any Home Site may be sold or otherwise transferred. Individual Home Sites may be restricted by separate covenant as to reselling price.

Section 10.5 - Association Right to Exercise Home Site Owner's Landlord Rights

The Association will have the right and power to exercise the landlord's rights of summary process against any tenant of a Home Site Owner who violates the restrictions of the Instruments, provided the landlord has received Notice and Hearing and is given a reasonable opportunity to cure the violation following the hearing.

ARTICLE XI

Easements, Licenses, and Other Encumbrances

All easements or licenses to which the Common Interest Community is subject are listed in Schedule A-1 to the 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. Other encumbrances that the Common Interest Community will be subject to upon recording of the Declaration and subsequent amendments thereto are also included in the then current Schedule A-1. Each Home Site is conveyed together with and subject to the easements in favor of the adjoining Home Site for Walls that are at Boundaries as described above.

ARTICLE XII

Reallocation and Allocation of Limited Common Elements

Section 12.1 - Reallocation of Depicted Limited Common Elements

No Limited Common Element depicted on the Survey may be reallocated except by an amendment to the Declaration executed by the Home Site Owners between or among whose Home Sites the reallocation is made. The persons executing the amendment shall provide a copy thereof to the Association, which shall record it. The amendment shall be recorded in the names of the parties and the Common Interest Community.

Section 12.2 - Allocation of Limited Common Elements Not Previously Allocated

A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to provisions in Article VI of the Declaration. The allocations shall be made by amendments to the Declaration, specifying to which Home Site or Home Sites the Limited Common Element is allocated.

ARTICLE XIII

Additions, Alterations, and Improvements

Section 13.1 - Additions, Alterations, and Improvements by Home Site Owners

- (a) No Home Site Owner will make any structural addition, alteration, or Improvement in or to the Common Interest Community without the prior written consent of the Executive Board. The Executive Board or a committee established by the Executive Board for this purpose will answer any written request by a Home Site Owner for approval of a proposed structural addition, alteration, or Improvement within thirty (30) days after such request. Failure to so respond will not constitute consent. The Executive Board will review requests in accordance with the provisions of its Rules and this Declaration.
- (b) Subject to Subsection 13.1(a), a Home Site Owner:
 - (i) May make any other improvements or alterations to the interior of the building within his Home Site 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 Home Site or any other portion of the Common Interest Community, without permission of the Association;
 - (iii) After acquiring an adjoining Home Site or an adjoining part of an adjoining Home Site, 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 subsection is not an alteration of boundaries.
- (c) Any applications to any department or governmental authority for a permit to make any addition, alteration, or improvement in or to any Home Site will be executed by the Association and the Home Site Owner. Such execution will not, however, incur any liability on the part of the Association or any of its members to any contractor, subcontractor, 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 there from.
- (d) All additions, alterations, and improvements to the Home Sites and Common Elements will 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 Home Sites other than those affected by such change.
- (e) Pursuant to the restrictions of the Site Plan approval by the Planning Commission of the Town of Southbury, dwelling units offered by Declarant are permitted to be increased in size at the Home Site Owner's request, with a 10% limit on dwelling unit footprint increase and a 20% limit on dwelling unit square footage increase. Accordingly, certain homes being sold by Declarant can not be expanded or otherwise increased in size.

The foregoing restrictions apply to expansion of a home by a Home Site purchaser and any future expansions (if any can be made pursuant to the Site Plan Approval.) The Adams II and Gettysburg II models are expanded models and incorporate the maximum square footage and purchasers of those models acknowledge no further expansion of their home may be made.

All home site purchasers shall, when requested by Declarant, execute a form confirming any expansion of the Home size from the base model offered.

The Town of Southbury zoning authority will determine interpretation of this provision and compliance with its terms.

Section 13.2 - Additions, Alterations, and Improvements of Home Sites

- (a) Home Sites with buildings under construction, pursuant to a initial building permit, may be continued under construction until the issuance of an initial, final certificate of occupancy, without interference or entrance by the Association. Construction equipment and materials may be stored on a Home Site. The builder will remain properly insured and will hold the Association harmless from any loss, claim, or damage occasioned by its construction activity within the Home Site and obtaining access to the Home Site over the easement reserved to the Declarant pursuant to the Act §47-235. Once a building permit is issued, the Declarant may, and any other person is obligated to, diligently pursue construction of the building for which the building permit was issued until the building is substantially completed, allowing for reasonable interruption for acts of God, labor stoppages, inability to obtain materials, and awaiting selection of optional extras and decorating options by purchasers.
- (b) After the issuance of the initial, final certificate of occupancy for a building within a Home Site, no alterations, additions, or improvements may be made in the exterior surface or outside of the buildings without the prior consent of the Architectural Review Committee pursuant to the standards of Section 10.2(c) of the Declaration.
- (c) Home Site Owners of Home Sites are permitted to provide additional improvements, landscaping, and other plantings within the Home Sites when on the exterior, with all improvements and landscaping subject to the approval of the Executive Board or the Architectural Review Committee established for that purpose and if within the interior of a building, at any time. With respect to such Improvements installed, built, planted, or made by the Home Site Owner, the Association shall have no obligation for design flaws, maintenance, repair, or replacement. Such alterations and improvements to buildings and additions of accessory buildings, fences, landscaping, and structures located within Home Sites will be permitted provided that the plans for the alterations are submitted to, and approved by the Architectural Review Committee having Jurisdiction over such matters, describing the exterior visual surfaces, materials, design, and plan for the alteration or addition. The Architectural Review Committee may permit such alteration or addition if the architectural style, materials, and plans are compatible with the architectural style and materials of the remaining buildings of The Traditions At Historic Southbury as interpreted pursuant to the standards of this Declaration and architectural design review guidelines adopted as a Rule by the Executive Board. Within the Home Site area, plantings of growing plants of any kind or nature consistent with the Architectural Design Review Guidelines may be made to the side and rear of the

buildings and flowerbeds, and foundation plantings and grass may be made in the front of the building. However, upon such plantings, the Home Site Owner will assume the additional responsibility and liability for the continued maintenance of such plantings in good order and condition, in addition to his responsibility for the maintenance of the standard landscape and improvements.

Upon submission of plans for changes in landscaping improvements or alterations of the exterior of the Home Site, the Architectural Review Committee will respond within thirty days of the submission with the approval or disapproval. Failure to disapprove within such time period will be considered approval. Upon request, the Association will provide a certificate in recordable form indicating that all amendments and alterations to the exterior of the Home Site have been made in accordance with approved plans and specifications. Such certificate shall be binding on the Association. Such certificate may be combined with the certificate of payment of assessments, pursuant to Section 47-258(h) of the Act, a fee for which may be charged in accordance with Section 47-244(a)(12).

The applicant will pay for the cost of preparation of the application, the cost of professional review if deemed required by the Architectural Review Committee, and all costs of permits and fees and compliance therewith.

Section 13.3 - Application to Declarant

The provisions of this Article will not apply to the Declarant in the exercise of any Special Declarant Right.

ARTICLE XIV

Relocation of Boundaries Between Adjoining Home Sites

Section 14.1 - Application and Amendment

Subject to approval of any structural changes pursuant to Article XIII, the boundaries between adjoining Home Sites may be relocated by an amendment to the Declaration on application to the Architectural Review Committee by the owners of those Home Sites. If the owners of the adjoining Home Sites have specified a reallocation between their Home Sites of their allocated interests, the application shall state the proposed reallocations. If the Architectural Review Committee determines, that the reallocations are reasonable, the Association shall consent to the reallocation and prepare an amendment at the cost of the Home Site Owner, that identifies the Home Sites involved, states the reallocations and indicates the Association's consent. The amendment shall be executed by those Home Site owners, contain words of conveyance between them, and the approval of any Eligible Mortgagees holding Security Interests in the attached Home Sites will be endorsed thereon. On recordation, the Amendment will 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 or plans necessary to show the altered boundaries between adjoining Home Sites, and their dimensions and identifying numbers.

The applicants will pay for the costs of preparation of the amendment, and its recording, and the reasonable consultant fees of the Association if it is deemed necessary by the Executive Board to employ a consultant.

ARTICLE XV

Amendments to Declaration

Section 15.1 - In General

Except as prohibited below and except for the provisions of Subsection 10.2 (b), the Declaration, including any surveys, may be amended only by vote or agreement of Home Site Owners of Home Sites to which at least sixty-seven percent (67%) of the votes in the Association are allocated. So long as the period of Declarant control of the Executive Board continues as defined in Section 8.10 of the Declaration, no amendment may be made without the consent of the Executive Board. At the time the right of the Declarant to terminate its power to appoint members of the Executive Board is exercised prior to the termination of the period of Declarant control the Declarant may reserve the right to approve any amendment to the Declaration, Bylaws or Rules, pursuant to the provisions of Section 47-245(d) of the Act for the duration of the period of Declarant control.

Section 15.2 - Limitation of Challenges

No action to challenge the validity of an amendment adopted by the Association pursuant to this section may be brought more than one year after the amendment is recorded, pursuant to Section 47-236(b) of the Act.

Section 15.3 - Recordation of Amendments

Every amendment to the Declaration shall be recorded in the Southbury Land Records and is effective only on recordation. 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 in the grantor's index in the name of the parties executing the amendment.

Section 15.4 - When Unanimous Consent Required

Except to the extent expressly permitted or required by other provisions of the Act and the Declaration, no amendment may create or increase special Declarant rights, increase the number of Home Sites, change the boundaries of any Home Site, the allocated interests of a Home Site, or the uses to which any Home Site is restricted, in the absence of unanimous consent of the Home Site Owners or as otherwise provided in the Act. The uses to which Home Sites are restricted, and which are subject to this section, are found in Section 10.1 of this Declaration.

Section 15.5 - Execution of Amendments

Amendments to the Declaration required by the Act to be recorded by the Association shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or in the absence of designation, by the president of the Association.

Section 15.6 - Special Declarant Rights

Provisions in the 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.

ARTICLE XVI

Amendments to Bylaws

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

ARTICLE XVII

Termination

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

ARTICLE XVIII

Mortgagee Protection

Section 18.1 - Introduction

This Article establishes certain standards and covenants that are for the benefit of the holders, insurers, and guarantors of certain Security Interests, and others as identified in this Article XVIII. This Article is supplemental to, and not in substitution for, any other provisions of the documents, but in the case of conflict, this Article will 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 will mean the approval or consent by Eligible Mortgagees holding Security Interests on Home Sites that in the aggregate have allocated to them such specified percentage of the Votes when compared to the total Votes allocated to all Home Sites then subject to Security Interests held by Eligible Mortgagees.

Section 18.3 - Notice of Actions

The Association will give timely written notice by registered or certified mail, return receipt requested, to each Eligible Mortgagee and Eligible Insurer, and each Home Site Owner hereby consents to and authorizes such notice of the following, provided that the Eligible Mortgagee sends a written request for such information to the Association, stating its name and address and the Home Site number or address of the Home Site on which it holds a Security Interest or Eligible Insurance Interest:

- (a) Any condemnation loss or any casualty loss that affects a material portion of the Common Interest Community or any Home Site in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;
- (b) Any 60-day delinquency in the payment of Common Expense Assessments owed by an owner whose Home Site is subject to a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer that remains uncured for a period of 60 days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action that would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.4, which notice shall be sent by registered or certified mail, return receipt requested; or
- (e) Any judgment rendered against the Association.

Section 18.4 - Consent Required

- (a) **Document Changes.** Notwithstanding any lower requirement permitted by the Declaration or the Act, no amendment of any material provision of the Instruments by the Association or Home Site Owners described in this Subsection 18.4(a) may be effected without the Vote of at least 67% of the Home Site Owners (or any greater Home Site Owner Vote required in the Declaration or the Act), unless such rights are reserved to the Declarant as Special Declarant Rights in the Instruments and until approved in writing by at least 51% of the Votes of the Home Site estates that are subject to Security Interests held by the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by the Declaration). As a part of the reservation of Development Rights, the Declarant may change the provisions of the Declaration applicable to new Home Sites created and their appurtenant Common Elements, or portions of the Common Interest Community added, pursuant to the exercise of such Development Rights in the amendment exercising the Development Rights, without such approval.

A change to any of the provisions governing the following subject areas would be considered material:

- (i) Voting rights;
- (ii) Responsibility for maintenance and repairs;
- (iii) Reallocation of interest in the Common Elements or Limited Common Elements (except that when Limited Common Elements are reallocated by agreement between Home Site Owners, only those Home Site Owners and only the Eligible Mortgagees holding a Security Interest on such Home Sites must approve such action);
- (iv) Redefinitions of boundaries of Home Sites (except that when boundaries of only adjoining Home Sites are involved, or a Home Site is being subdivided, then

only those Home Site Owners and the Eligible Mortgagees holding Security Interests in such Home Site or Home Sites must approve such action);

- (v) Convertibility of Home Sites into Common Elements or Common Elements into Home Sites;
 - (vi) Expansion or contraction of the Common Interest Community or the addition, annexation, or withdrawal of property to or from the Common Interest Community;
 - (vii) Hazard or fidelity insurance requirements;
 - (viii) Imposition of restrictions on leasing of Home Sites;
 - (ix) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;
 - (x) Any action to terminate the legal status of the Common Interest Community after destruction or condemnation occurs; or
 - (xi) Any provisions that expressly benefit mortgage holders, insurers, or guarantors.
- (b) **Actions.** Notwithstanding any lower requirement permitted by the Declaration or the Act, the Association may not take any of the following actions, other than rights reserved to the Declarant as Special Declarant Rights, without the approval of at least 51% of the Votes of the Eligible Mortgagees of Home Sites that are subject to mortgages of the Eligible Mortgagees or such higher percentage as set forth herein:
- (i) An amendment to the Declaration, which authorizes the conveyance or encumbrance of the Common Elements or any portion thereof (as to which a 67% 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 by the Common Interest Community will not be deemed a conveyance or encumbrance within the meaning of this clause);
 - (ii) Termination of the Common Interest Community for reasons other than substantial destruction or termination (as to which a 67% Eligible Mortgagee approval is required); or
 - (iii) The alteration of any partition or creation of any aperture between adjoining Home Sites (when Home Site boundaries are not otherwise being affected), in which case only the owners of Home Sites affected and Eligible Mortgagees of those Home Sites need approve the action;
- (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. The Association can accept prepayment of Common Expense Assessments, and may, in its discretion, authorize discounts for such prepayment.
- (d) The Association may provide notice, including the text of the proposed action, mailed by certified or registered mail, by return receipt requested, by courier, return receipt

requested if such receipt is required by the addressee, or by electronic mail by which receipt and the name of the addressee within the Mortgagee institution limited to those persons to which such notice may be sent, can be determined to be an Eligible Mortgagee. Failure to respond within thirty (30) days of receipt of notice of the action shall be deemed consent given under this subsection.

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 amendment.

Section 18.6 - Inspection of Books

The Association must maintain current copies of the Declaration, Bylaws, Rules, books, records, and financial statements. The Association will permit any Eligible Mortgagee, Eligible Insurer, or other first mortgagees of Home Sites to inspect the books and records of the Association during normal business hours.

Section 18.7 - Financial Statements

The Association will provide any Eligible Mortgagee or each Eligible Insurer that submits a written request with an annual financial statement within one hundred twenty (120) days following the end of each fiscal year of the Association or such later time as made available from the auditor. Such financial statement will be audited by an independent certified public accountant if:

- (a) the Common Interest Community contains fifty or more Residential Home Sites, in which case the cost of the audit shall be a Common Expense; or
- (b) any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer will bear the cost of the audit.

Section 18.8 - Enforcement

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

Section 18.9 - Attendance at Meetings

Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting that a Home Site Owner may attend.

Section 18.10 - Appointment of Trustee

In the event of damage or destruction under Article XXII or XXIII or condemnation of all or a portion of the Common Interest Community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 22.2(c)(5). Such Trustee may be required to be a corporate trustee licensed by the State of Connecticut. Proceeds will thereafter be distributed pursuant to Section 23.5 or pursuant to a condemnation award. Unless otherwise required, the members of the Board of Directors, acting by majority Vote through the president, may act as Trustee.

ARTICLE XIX

Assessment and Collection of Common Expenses

Section 19.1 - Apportionment of Common Expenses

Except as provided in Section 19.2 and 19.3 of the Act, all common expenses shall be assessed against all the Home Sites in accordance with their percentage interest in the Common Expenses, as shown on Schedule A-2.

Section 19.2 - Common Expenses Attributable to Fewer Than All Home Sites

- (a) Any common expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed against the Home Sites to which that Limited Common Element expense is assigned, pursuant to Section 6.2. If any such Limited Common Element expense is assigned to more than one Home Site, the Common Expenses attributable to the Limited Common Element will be assessed equally among the Home Sites to which it is assigned (or any other proportion if required).
- (b) Any common expense or portion thereof imposed on the Association, benefiting fewer than all the Home Sites shall be assessed exclusively against the Home Sites benefited. If a sales or service tax is imposed on assessments against fewer than all the Home Sites because they are not owner occupied or otherwise, such tax shall be collected as an additional Common Expense Assessment exclusively from such Home Sites against whom such imposition is levied. The deductible provisions of the Association's casualty insurance may be specially assessed against the Home Site Owners who are directly benefited by the repair or restoration of their Home Sites, up to the actual cost of such repair or restoration and in proportion to their allocated interests in the Common Expenses if such amount is allocated to more than one Home Site.
- (c) Any Common Expense for services provided by the Association to an individual Home Site at the request of the Home Site Owner will be assessed against the Home Site that benefits from such service as a Common Expense Assessment.
- (d) Any insurance premium increase attributable to a particular Home Site, by virtue of additional risk caused by activities in or construction of the Home Site, will be assessed against that Home Site.
- (e) Assessments to pay a judgment against the Association may be made only against the Home Sites in the Common Interest Community at the time the judgment was rendered, in proportion to their common expense liabilities.
- (f) If any common expense is caused by the misconduct of any Home Site owner, the Association may, after notice and hearing, assess that expense exclusively against his Home Site.
- (g) Fees, charges, late charges, fines, interest, and costs charged against a Home Site Owner, pursuant to the Instruments and the Act, are enforceable as Common Expense Assessments.

- (h) In any action brought by the Association to foreclose a lien against a Home Site because of unpaid common charges, the Home Site Owner shall be required to pay a reasonable rental for the use of his Home Site, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the rent and all costs incurred in the collection of rental funds, the rent to accrue from the date that the foreclosure decree becomes final until the plaintiff in such foreclosure action regains possession from the Home Site Owner. The costs of the receiver shall be an additional Common Expense Assessment assessed against the affected Home Site.

Section 19.3 - Lien

- (a) The Association has a statutory lien on a Home Site for any assessment levied against that Home Site or fines imposed against its Home Site owner from the time the assessment or fine becomes delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Act are enforceable as assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A lien under this section is prior to all other liens and encumbrances on a Home Site except (1) liens and encumbrances recorded before the recordation of the Declaration (2) a first or second security interest on the Home Site recorded before the date on which the assessment sought to be enforced became delinquent and (3) liens for real property taxes and other governmental assessments or charges against the Home Site. The lien is also prior to all security interests described in subdivision (2) of this subsection to the extent of the common expense assessments based on the periodic budget adopted by the Association pursuant to Section 19.4 of this Article which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce either the 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 the 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 years after the full amount of the assessments becomes due; provided, that if an owner of a Home Site 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 days after the automatic stay 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 an 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 on written request shall furnish to a Home Site owner a statement in recordable form setting forth the amount of unpaid assessments against the Home Site.

The statement shall be furnished within ten business days after receipt of the request and is binding on the Association, the Executive Board and every Home Site owner.

- (h) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Home Site owner pursuant to section 250-504 of the Connecticut General Statutes to collect all sums alleged to be due from that Home Site 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 19.4 of this Declaration.
- (j) If a holder of a first or second security interest on a Home Site forecloses that security interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Home Site which became due before the sale, other than the assessments, which are prior to that security interest under Subsection 19.3(b). Any unpaid assessments not satisfied from the proceeds of sale become common expenses collectible from all the Home Site owners, including the purchaser.
- (k) No Home Site owner may exempt himself from liability for payment of the common expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Home Site against which the assessments are made.
- (l) Any payments received by the Association in the discharge of a Home Site Owner's obligation may be applied to the oldest balance due.

Section 19.4 - Budget Adoption and Ratification

Within thirty 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 Home Site owners, and shall set a date for a meeting of the Home Site Owners to consider ratification of the budget not less than fourteen nor more than thirty days after mailing of the summary. Unless at that meeting three-fourths of Home Site 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 Home Site Owners shall be continued until the Home Site Owners ratify a subsequent budget proposed by the Executive Board.

Section 19.5 - Ratification of Nonbudgeted Assessments

If the Executive Board votes to levy a Common Expense Assessment not included in the annual operating budget ratified pursuant to Section 19.4 and not included in the amounts to be assessed under Section 47-257(c), (d), and (e) of the Act, in an amount greater than fifteen (15%) percent of the current annual operating budget, the Executive Board will submit the special assessment to the Home Site Owners for ratification. The special assessment will be ratified in the same manner that a budget is ratified as described in Section 19.4.

Section 19.6 - Certificate of Payment of Common Expense Assessments

The Association on written request shall furnish to a Home Site owner a statement in recordable form setting forth the amount of unpaid assessments against the Home Site. The statement shall be

furnished within ten business days after receipt of the request and is binding on the Association, the Executive Board and every Home Site owner. A reasonable fee may be charged for such certificate in accordance with the provisions of Section 47-44(a)(12) of the Act, and such certificate may be combined with a certification of compliance with architectural restrictions provided under Section 13.2(c) of the Declaration.

Section 19.7 - Monthly Payment of Common Expense Assessments

All Common Expense Assessments assessed under Sections 19.1, 19.2 will be due and payable monthly.

Section 19.8 - Acceleration of Common Expense Assessments

In the event of default for a period of ten (10) days by any Home Site Owner in the property of Common Expense Assessment levied against his Home Site, the Executive Board will have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 19.9 - Commencement of Common Expense Assessments

Common Expense Assessments will begin on the first day of the month in which conveyance of the first Home Site to a Home Site Owner other than the Declarant occurs. Until that time all Common Expenses will be paid by the Declarant.

Section 19.10 - Personal Liability of Home Site Owners

The owner of a Home Site 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 will not pass to a successor in title to the Home Site unless he agrees to assume the obligation.

Section 19.11 - Suspension of Privileges for Non-Payment or Breach.

Pursuant to the provisions of the Bylaws, Section 2.20, under the authority of Section 33-1057 and Section 33-1071 of the Connecticut General Statutes, the Executive Board may suspend certain privileges of membership of a Home Site Owner and all occupants of his or her Home Site, upon Notice and Hearing by the Executive Board, for the period that Common Expense Assessments remain unpaid for more than ten days or an act of breach of the requirements of the Declaration, Bylaws or Rules persists for more than ten days following notice of the decision of such breach by the Executive Board to the Home Site Owner upon Notice and Hearing. Such privileges may include:

- (a) The right of the Home Site Owner to Vote at meetings of the Association.
- (b) The right of the Home Site Owner or his or her designee to exercise the privileges of office in the Association.
- (c) The right of the Home Site Owner or any occupants of the Home Site or any of their visitors to the use and enjoyment of the recreational Common Elements.
- (d) The right of the Home Site Owner or any occupants of the Home Site or any of their visitors to the use of any Common Elements or facilities and services of the Association not necessary for access to the highway and health and safety of the Home Site.

This right of suspension shall not apply to the Declarant in the exercise of any Special Declarant Rights.

ARTICLE XX

Right to Assign Future Income

Upon an affirmative Majority Vote of the Home Site Owners in attendance at a meeting at which a quorum is present, the Association may assign its future income, including its right to receive Common Expense Assessments and its lien for security thereof.

ARTICLE XXI

Persons and Home Sites Subject to Instruments

Section 21.1 - Compliance with Instruments

All Home Site Owners, tenants, holders of Security Interests, and occupants of Home Sites will comply with the Instruments. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the occupancy of a Home Site constitutes agreement that the provisions of the Instruments are accepted and ratified by such Home Site Owner, Tenant, Mortgagee, or occupant, and all such provisions are covenants running with the land and will bind any Persons having at any time any interest or estate in such Home Site.

Section 21.2 - Adoption of Rules

To the extent permitted by law, the Executive Board may adopt Rules regarding the use and occupancy of Common Elements and of Home Sites that affect the use and enjoyment of Common Elements, 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 will obtain and maintain insurance coverage as set forth in Sections 22.2, 22.3, and 22.4 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 will cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Home Site Owners and Eligible Mortgagees at their respective last known addresses.

Section 22.2 - Property Insurance

Property insurance will be maintained covering: (i) the insurable facilities within the Common Elements (which term means all fixtures, equipment, and any Improvements and betterments, but excluding land, excavations, portions of foundations below the surface of the land, underground pilings, piers, pipes, flues and drains, and other items normally excluded from property policies), and (ii) all personal property owned by the Association. Such insurance need not cover the buildings and improvements within each Home Site. Each Home Site Owner shall be responsible for the maintenance

of insurance covering casualty and liability within the Home Site and of the Home Site Owner, his occupants, or invitees.

- (a) **Amounts.** The Association shall maintain insurance in the following amounts: (i) the insurable facilities for an amount equal to 100 percent of their replacement cost at the time the insurance is purchased and at each renewal date, (ii) personal property owned by the Association for an amount equal to its actual cash value, and (iii) subject to deductibles, the maximum deductible permitted will be the greater of \$1000 or 1 percent of the policy face amount.

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

- (b) **Risks Insured Against.** The insurance will afford protection against "all risks" of direct physical loss commonly insured against.
- (c) **Other Provisions.** Insurance policies required by this Section will provide that:
 - (i) the insurer waives its rights to subrogation under the policy against any Home Site owner or member of his household;
 - (ii) no act or omission by any Home Site owner, unless acting within the scope of his 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 Home Site 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 will 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 Home Site Owner and such Home Site Owner's mortgagee;
 - (vi) the insurer may not cancel or refuse to renew the policy until thirty days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Home Site 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 will be substantially as follows: "Association of Owners for the use and benefit of the individual owners."

Section 22.3 - Liability Insurance

Liability insurance, including medical insurance, will be maintained in an amount determined by the Executive Board, but in no event less than \$2,000,000, 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 will provide that:

- (i) each Home Site owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association;
- (ii) the insurer waives its right to subrogation under the policy against any Home Site owner or member of his household;
- (iii) no act or omission by any Home Site owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
- (iv) the insurer may not cancel or refuse to renew the policy until thirty days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Home Site 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 Insurance

The Association shall maintain fidelity insurance for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The insurance will name the Association as obligee and will cover the maximum funds that will be in the custody of the Association or its manager at any time while the bond is in force and in no event less than the sum of three months' assessments plus reserve funds. The insurance will include a provision that requires thirty (30) days' written notice to the Association, to each mortgagee of a Home Site, and to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Home Site before the insurance can be canceled or substantially modified for any reason; however, if cancellation is for nonpayment of premium, only ten (10) days' notice will be required. Any professional management company handling Association funds shall be insured or bonded in accordance with the requirements of Section 20-460 of the Conn. Gen. Statutes.

Section 22.5 - Home Site Owner Policies

An insurance policy issued to the Association does not preclude a Home Site Owner from obtaining insurance for his own benefit. The insurance coverage maintained by the Association does not insure the improvements within the Home Sites. Each Home Site Owner will carry homeowners' insurance in the form and kind required by lenders on residential homes of its type in Connecticut.

Section 22.6 - Workers' Compensation Insurance

The Executive Board will 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 will obtain and maintain directors' and officers' liability insurance, if reasonably 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 any other insurance that the Executive Board considers appropriate to protect the Association or the Home Site Owners.

Section 22.9 - Premiums

Insurance premiums will be a Common Expense.

ARTICLE XXIII

Damage to or Destruction of Property

Section 23.1 - Duty to Restore

Any portion of the Common Interest Community for which insurance is required under Section 47-255 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, 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; or
- (c) eighty percent of the Home Site owners, including every owner of a Home Site 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 will be a common expense.

Section 23.3 - Survey

The Property must be repaired and restored in accordance with either the original Survey and specifications or other plans and specifications that have been approved by the Executive Board, a Majority of the Home Site Owners, and fifty-one (51%) percent of Eligible Mortgagees.

Section 23.4 - Replacement of Less than Entire Property

If the portion of the entire Common Interest Community for which insurance is required is not repaired or replaced:

- (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;

Section 23.5 - Insurance Proceeds

The insurance Trustee, or if there is no insurance Trustee, then the Association, will hold any insurance proceeds in trust for the Association, Home Site Owners, and lien holders as their interests may appear. Subject to the provisions of Section 23.1(a) through Section 23.1(c), the proceeds will be disbursed first for the repair or restoration of the damaged Property for which insurance is required. The Association, Home Site Owners, and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus after the insured 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 one is appointed under the provisions of Section 22.2(c)(5), 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 amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 23.7 - Certificates by Attorneys

If payments are to be made to Home Site Owners or mortgagees, the Executive Board and the Trustee, if any, will 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 from the date of the recording of the original Declaration stating the names of the Home Site Owners and the mortgagees.

Section 23.8 - Damage or Casualty Loss to Buildings and Improvements Within Home Sites

In the event that any buildings or Improvements located within a Home Site are damaged or destroyed by fire or other casualty, the Home Site Owners shall be responsible for the repair or reconstruction of the buildings or their removal, covering with soil and loam and reseeding to grass. In the event that the Home Site Owner does not commence the repair or reconstruction in a timely manner or the removal of the damaged buildings or damage to the building creates a safety hazard endangering other Home Site Owners, as determined by the Executive Board, then the Executive Board may immediately take whatever action is necessary to secure the building and remove the hazardous condition and grade to cover and loam the site to the above condition. The Home Site Owner will be assessed for the cost of taking such action as a special Common Expense Assessment.

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, as otherwise required by the Instruments and at any other time the Executive Board determines, the Home Site 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 will be given to each Home Site Owner in writing and will be delivered personally or by mail to all Home Site Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication that is routinely circulated to all Home Site Owners. The notice

will 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 Home Site Owner to be heard at a formally constituted meeting.

Section 24.2 - Right to Notice and Hearing

Whenever the Instruments require that an action be taken after "Notice and Hearing," the following procedure will be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the Manager, etc.) will give written notice of the proposed action to all Home Site Owners or occupants of Home Sites whose interest would be significantly affected by the proposed action. The notice will include a general statement of the proposed action and the date, time, and place of the hearing. At the hearing, the affected Person will 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 will be duly considered in making the decision but will not be binding. The affected Person will be notified of the decision in the same manner in which notice of the hearing was given.

Section 24.3 - Appeals

Any Person having a right to Notice and Hearing will 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 will 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 will permit any Home Site Owner to inspect the minutes of any Executive Board meeting during normal business hours. The minutes will 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 the Declaration, the Bylaws, or the Act. A director shall discharge his duties as a director, including his duties as a member of a committee (1) in good faith; (2) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (3) in a manner he reasonably believes to be in the best interest of the corporation. A director shall be insulated from liability and indemnified as provided by the Nonstock Corporations Act of the State of Connecticut. In the performance of their duties, the officers and members of the Executive Board are fiduciaries and are subject to the insulation from liability of the State of Connecticut Corporation Laws. The members of the Executive Board are required to exercise the ordinary and reasonable care of directors of a corporation, subject to the business judgment rule. If appointed by the Declarant, degree of care and loyalty to Home Site Owners are those of trustee and their fiduciary duties are those of a director of a stock corporation, protected by the business judgment. The Executive Board will 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 that will include, but not be limited to, the following:

- (a) Except as provided in subsection (b) of this section, and subject to the provisions of the Declaration, the Association, may:
 - (i) Adopt and amend Bylaws and rules and regulations;
 - (ii) Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for common expenses from Home Site owners;
 - (iii) Hire and discharge managing agents and independent contractors;
 - (iv) Hire and discharge other employees, agents, other than managing agents and independent contractors;
 - (v) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Home Site Owners on matters affecting the Common Interest Community;
 - (vi) Make contracts and incur liabilities;
 - (vii) Regulate the use, maintenance, repair, replacement and modification of Common Elements;
 - (viii) Cause additional improvements to be made as a part of the Common Elements;
 - (ix) Acquire, hold, encumber and convey in its own name any right, title or interest to real property or personal property, but Common Elements in a condominium or planned community may be conveyed or subjected to a security interest only pursuant to section 47-254 of the Act;
 - (x) Grant easements, leases, licenses and concessions for no more than one year through or over the Common Elements;
 - (xi) Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in subsections (2) and (4) of section 47-221 of the Act, and for services provided to Home Site owners;
 - (xii) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, rules and regulations of the Association;
 - (xiii) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by Section 47-270 of the Act or statements of unpaid assessments;
 - (xiv) Provide for the indemnification of its officers and Executive Board and maintain directors' and officers' liability insurance;

- (xv) Assign its right to future income, including the right to receive common expense assessments, but only to the extent the Declaration expressly so provides under the limitations set forth in Article XX of the Declaration;
- (xvi) Exercise any other powers conferred by the Declaration or Bylaws;
- (xvii) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (xviii) Exercise any other powers necessary and proper for the governance and operation of the Association;
- (xix) Require, by regulation, that disputes between the Executive Board and Home Site Owners or between two or more Home Site Owners regarding the Common Interest Community must be submitted to nonbinding alternative dispute resolution in the manner described in the regulation as a prerequisite to commencement of a judicial proceeding;
- (xx) By resolution, establish committees, permanent and standing, to perform any functions above as specifically delegated in the resolution establishing the committee, and by resolution, to dissolve committees. Any committee must maintain and publish notice of its actions to Home Site Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Home Site 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; and
- (xxi) Subject to the provisions of Section 19.4 of this Declaration, prepare an annual budget. The budget for regular assessments for Common Expenses and procedure for administration of the budget shall include the establishment and maintenance of an adequate (in the judgment of the Executive Board) reserve fund for the periodic maintenance, repair, and replacement of Improvements to the Common Elements and those Limited Common Elements that the Association is obligated to maintain.

(b) Exceptions

- (i) Unless otherwise permitted by the Declaration or this chapter, an Association may adopt rules and regulations that affect the use or occupancy of Home Sites that may be used for residential purposes only to:
- (ii) Prevent any use of a Home Site that violates the Declaration;
- (iii) Regulate any occupancy of a Home Site which violates the Declaration or adversely affects the use and enjoyment of other Home Sites or the Common Elements by other Home Site owners; or
- (iv) Restrict the leasing of residential Home Sites to the extent those rules are reasonably designed to meet first mortgage underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on Home Sites in common interest communities, provided no such restrictions shall be

enforceable unless notice thereof is recorded on the land records of each town in which any part of the Common Interest Community is located. Such notice shall be indexed in the grantor index of such land records in the name of the Association.

- (c) Except as provided in subdivision (1) of this subsection, the Association may not regulate any use or occupancy of Home Sites.
- (d) If a tenant of a Home Site owner violates the Declaration, Bylaws, or rules and regulations of the Association, in addition to exercising any of its powers against the Home Site owner, the Association may:
 - (i) Exercise directly against the tenant the powers described in subdivision (xii) of subsection (a) of this section;
 - (ii) After giving notice to the tenant and the Home Site owner and an opportunity to be heard, levy reasonable fines against the tenant or Home Site owner, or both, for the violation; and
 - (iii) Enforce any other rights against the tenant for the violation that the Home Site 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.
- (e) The rights granted under subdivision (iii) of subsection (c) of this section may only be exercised if the tenant or Home Site owner fails to cure the violation within ten days after the Association notifies the tenant and Home Site owner of that violation.
- (f) Unless a lease otherwise provides, this section does not:
 - (i) Affect rights that the Home Site owner has to enforce the lease or that the Association has under other law; or
 - (ii) Permit the Association to enforce a lease to which it is not a party except to the extent that there is a violation of the Declaration, Bylaws, or rules and regulations.

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. The Executive Board will be elected in accordance with Article VIII, Section 8.10 of this Declaration. The Executive Board may delegate powers and duties to a Manager employed by the Association, subject to limitations in the Bylaws, without relinquishing its fiduciary duties hereunder.

ARTICLE XXVI

Open Meetings

Section 26.1 - Access

All meetings of the Executive Board, at which action is to be taken by Vote at such meeting, will be open to the Home Site Owners, except as hereafter provided. At such meetings, no persons other than Association staff, Directors, and consultants may be permitted to speak without consent of the Executive Board, the Chair, or pursuant to agenda provisions calling for such participation.

Section 26.2 - Notice

Notice of every such meeting will be given not less than 24 hours prior to the time set for such meeting by posting such notice in a conspicuous location in the Common Interest Community, except that such notice will not be required if an emergency situation requires that the meeting be held without delay. Failure to provide such notice will not invalidate the business of the meeting. Notwithstanding the above, the Executive Board may severally or collectively consent in writing to any action taken or to be taken by the corporation, and such action shall be as valid a corporate action as though it had been authorized at a duly noticed meeting of the Executive Board. The secretary shall file such consents with the minutes of the Executive Board.

Section 26.3 - Executive Sessions

Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Home Site Owners, in either of the following situations only:

- (a) No action is taken at the executive session requiring the affirmative vote of Directors; or
- (b) The action taken at the executive session involves disputes with Home Site Owners or their occupants or visitors, default or breach of the Declaration, Bylaws or Rules by a Home Site Owner or his or her occupants or visitors, personnel matters, pending purchases and contract negotiations, legal counsel, pending litigation, or enforcement actions.

Section 26.4 - Meetings of Committees

Except for meetings of the Architectural Review Committee, when hearings are to be held, or architectural guidelines are to be drafted and recommended to the Executive Board, committees may meet without notice and need not be open.

ARTICLE XXVII

Miscellaneous

Section 27.1 - Captions

The captions contained in the Instruments are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the Instruments 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 Instruments so require.

Section 27.3 - Waiver

No provision contained in the Instruments is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

Section 27.4 - Invalidity

The invalidity of any provision of the Instruments 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 Instruments will continue in full force and effect.

Section 27.5 - Conflict

The Instruments are intended to comply with the requirements of the Act and Sections 33-419 through 33-2506 of the Connecticut General Statutes. In the event of any conflict between the Instruments and the provisions of the statutes, the provisions of the statutes will control. In the event of any conflict between this Declaration and any other Instrument, this Declaration will control.

Section 27.6 - Execution of Documents

The president or secretary of the Association is responsible for preparing, executing, filing, and recording amendments to the Instruments.

[Signature page follows]

IN WITNESS WHEREOF, the Declarant has caused the Declaration to be executed this _____ day of _____, 2001.

Signed, sealed, and delivered _____
in the presence of:

**SOUTHBURY HOME & LAND
COMPANY LLC**

By _____ Its _____ Manager

STATE OF CONNECTICUT)

) ss: _____

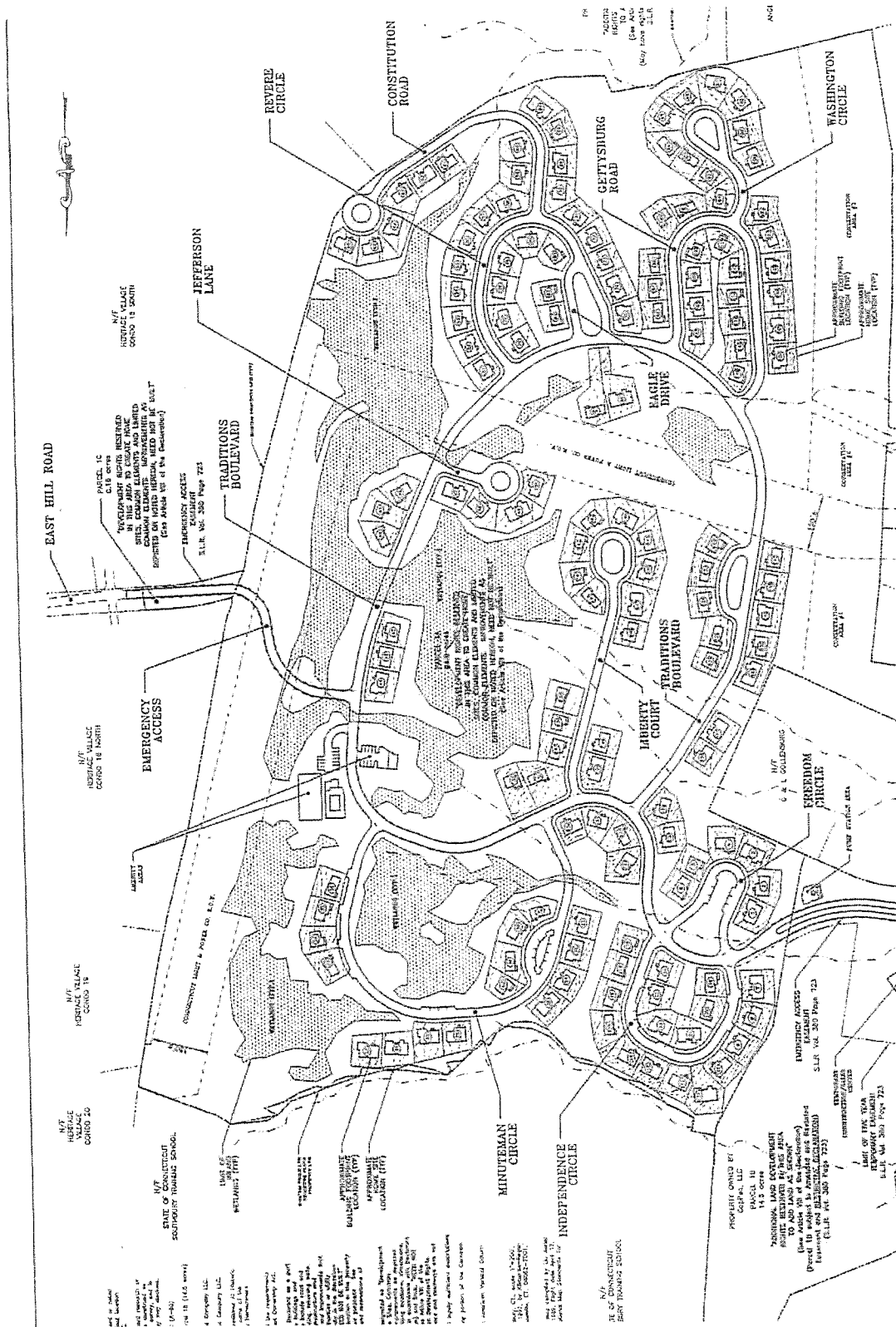
COUNTY OF _____)

The foregoing Instrument was acknowledged before me this _____ day of _____, 2001,
by _____, manager of **SOUTHBURY HOME & LAND COMPANY LLC** a
Connecticut Limited Liability Company, as his and its free act and deed for the limited liability company.

Commissioner of the Superior Court

Notary Public

My Commission Expires:



Traditions at Historic Southbury

RENTAL AGREEMENT

The Meeting House

Renting Home Owner: _____ Nature of Event: _____

Name: _____ Date of Event: _____

Address: _____ Time Period: _____

Phone: _____ Number of Guests: _____

I, _____, the renting owner residing at _____, agree to rent certain portions of the Traditions Meeting House in accordance with this rental agreement. I agree to personally attend this function full time. I also agree to be responsible for the actions of all guests and for all fees assessed in accordance with this Agreement.

Rental Fee: The rental fee is \$150.00. A check made payable to THE TRADITIONS AMENITY ACCOUNT for this amount is to be received by the Traditions Amenities Committee two weeks before the date of the function attached to a signed copy of this Agreement.

Deposit: Another check of \$200.00 as a deposit, also made payable to THE TRADITIONS AMENITY ACCOUNT, is to be received by the Traditions Amenities Committee two weeks prior to the date of the function. The deposit check will be returned after the event if the Meeting House is deemed to be in suitable cleanliness. If not, the deposit check will be used to have the Meeting House professionally cleaned. Any damages or clean-up costs beyond the deposit amount will be charged to the renting owner.

Common Charges: The common charges of the renting owner must be current before renting the Meeting House.

Renting Area: Members of the rental party will have access **only** to the first floor of the Meeting House. There is a kitchen and bathroom facilities available there as well as handicap access.

The rented area does not include any of the lower part of the Meeting House. The renting party is not to enter the swimming pool area.

Parking: Guests are required to follow the parking regulations of the Home Owners Association.

Unruly or Improper Behavior: If, in the opinion of an authorized representative from The Recreational Committee or Board of Directors, any guest engages in unruly or improper behavior which is grossly obnoxious or likely to cause human injury or physical damage, the renting owner agrees to remove him or her from The Traditions property immediately. If renting owner does not immediately remove any unruly party when requested to do so, the entire rental will be immediately terminated, the entire group must leave immediately, and there will be no refund of any kind. If necessary, assistance from the Southbury Police will be sought in enforcing this paragraph.

Payment of Fees: If the deposit is not received by the specified date, this rental agreement is null and void. If the total of all fees due in accordance with this Agreement exceeds the amount of deposit, the balance is due and payable to the Traditions Association within five (5) days following the rental. If these additional fees are not paid within five (5) days of written request, then The Traditions may pursue any legal recourse to recover said fees and renting owner agrees to pay all expenses of recovery including legal fees, court costs and reasonable attorney's fees.

Noise Abatement: The Traditions is a residential community with many owners living near the Meeting House. Obviously, no one wants noise to be as a problem here. The renting group is requested to keep its noise at a reasonable level and to particularly avoid loud noises and other unnecessary noise outdoors after 10:00 PM.

Cancellation: The renting owner may cancel this Agreement at any time by delivering written notice of cancellation to the Amenities Committee. The checks will be refunded except for any expense or commitments actually incurred in preparation for the rental.

Signed: _____

Date: _____

***PLEASE RETURN RENTAL AGREEMENT
AND DEPOSITS TO:***

***IMAGINEERS, LLC
249 West St
Seymour, CT 06483***

**Please contact Jen Berry at Imagineers for information on obtaining
the key. You may email her at JBerry@ImagineersLLC.com
or call 203-706-1124.**

Rules & Regulations

Meeting House

- 1) The Meeting House is available for the recreation of all residents, Board functions, as well as private use of residents for social and/or recreational purposes. Homeowners must be current with their Common Fees to rent the Meeting House. The Meeting House shall remain locked at all times and reservations will be arranged through the Recreation Committee. In order to obtain access to the Meeting House, the user will be required to sign an agreement that shall include the following:
 - a) Private use of the Meeting House will be at the rate, established by the Board, per event plus a security deposit. Any cost incurred by the Association for clean up, or repair of any damage will be withheld from the deposit. Any costs that exceed the security deposit will be charged to the unit owner. The Meeting House will be inspected before and after each use.
 - b) All users will be responsible for leaving the Meeting House the way it was found upon entering. Examples include:
 - Immediately removing all refuse, bathroom refuse included, transporting it back to your home for disposal.
 - Cleaning the floor, and the kitchen if used.
 - User will need to supply paper towels, garbage bags and cleaning supplies.
 - c) The above charges will be waived for Association functions open to all interested Traditions' residents.
- 2) No smoking in the Meeting House under any circumstances.
- 3) Parking is restricted to the parking lots for the Meeting House, opposite the Meeting House, on the lower Emergency Access Road, upper Minuteman Circle and Traditions Boulevard. Positively **no parking** on any grassy areas or on either side of the Emergency Access Road. Cars will be towed at homeowner's expense.
- 4) If the Meeting House is to be used by young adults, the responsible owner or designated chaperone must be present at **all** times.
- 5) No alcoholic beverages allowed at functions attended by minors. Alcoholic beverages will not be served to any intoxicated person. The homeowner will assume all responsibility for serving liquor in the facility.
- 6) There is a 1:00 am curfew at all functions.
- 7) No excessive noise allowed.
- 8) No planned activities should take place outside of the Meeting House.
- 9) The pool is not available for rental at any time.
- 10) When the event is over, please place the trash container curbside for pickup.

PILICY & RYAN, P.C.
ATTORNEYS AT LAW

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jadamec@pilicy.com

July 14, 2021

VIA UPS OVERNIGHT:

JUL 15 2021

Executive Board
Traditions at Historic Southbury Association, Inc.
c/o Imagineers, LLC.
249 West Street
Seymour, CT 06483

Re: Amendment to Declaration

Executive Board:

Enclosed please a copy of the Amendment to Declaration for Traditions at Historic Southbury Association, Inc. Please contact me if you would like an electronic copy emailed to you.

If you have any questions and/or concerns, please do not hesitate to contact the undersigned at your convenience.

Thank you.

Respectfully,

Pilicy & Ryan, P.C.

By _____

Charles A. Ryan, Esq

PILICY & RYAN, P.C.

ATTORNEYS AT LAW
365 MAIN STREET
POST OFFICE BOX 760
WATERTOWN, CONNECTICUT 06795

BK: 730 PG: 344

**TRADITIONS AT HISTORIC SOUTHBURY ASSOCIATION, INC.
AMENDMENT TO DECLARATION**

WHEREAS, the COVID-19 pandemic prompted the Board of Directors temporarily to close the amenities including the pool, pool area, all other amenities, and all areas ancillary thereto (hereinafter "Amenity" or "Amenities").

WHEREAS, the Board of Directors, as a result of requests from the Unit Owners, has decided to allow the Unit Owners to vote on whether to direct the Board of Directors to open the Amenities during the COVID-19 pandemic;

WHEREAS, the Board of Directors has been advised by its insurance agent that it is unlikely that Traditions at Historic Southbury Association, Inc.'s master insurance policy provides defense or liability coverage arising out of or related to COVID-19 claims;

WHEREAS, the Board of Directors, has decided to allow the Unit Owners to vote on whether to direct the Board of Directors to open the Amenities and desires to ensure that all members of the Board of Directors and all persons involved with opening or operation of the Amenities including, but not limited to, officers, agents, community association managers, legal counsel, and employees, are fully indemnified and held harmless for and from any and all liability and/or expenses incurred in defending or being held liable for any claim arising directly or indirectly out of opening or keeping the Amenities closed; and

NOW, THEREFORE, the Unit Owners, by a vote of at least sixty-seven (67%) percent, in accordance with the provisions of Article XV of the Declaration, hereby amend the Declaration as follows:

NEW: Article XXV – Section 25.2(a)(xxii) - Declaration: Amenities. The Board of Directors is authorized and instructed to open Traditions at Historic Southbury Association, Inc.'s Amenities for use by residents during the COVID-19 pandemic. The Board may temporarily and periodically close any Amenity or all Amenities if it deems warranted due to safety concerns.

MODIFY: Article XXV - Section 25.2(a)(vii) - Declaration: Regulate the use, maintenance, repair, replacement, and modification of Common Elements. Notwithstanding the foregoing and the Bylaws, during the COVID-19 pandemic, the Amenities are able to be used by residents provided two-thirds (67%) of the Unit Owners approve these amendments to the Declaration and each user signs the Liability Waiver and Hold Harmless and Indemnification Agreement attached hereto. The Board of Directors, in its sole reasonable discretion may create Rules and Regulations for use of the Amenities. The Board of Directors, in its sole reasonable discretion, has the authority to temporarily and periodically close the Amenities in the event the COVID-19 pandemic, or governmental guidance, support its decision. The Board may close one or more Amenities for a period of not less than one (1) day and not more than seven (7) days should anyone fail to adhere to any rules adopted by the Board which are consistent with the Covid-19 guidelines issued by the Connecticut Department of Health, as amended. The current publication is updated through May 28, 2021.

MODIFY: Article XXV - Section 25.2(a)(xiv) - Declaration: Mandatory

indemnification. Provide for the indemnification of its officers and Executive Board and maintain directors' and officers' liability insurance. Notwithstanding the foregoing and the Bylaws, all persons involved with opening or operation of the Amenities including, but not limited to, the Board of Directors, officers, agents, community association manager, legal counsel, employees, and contractors, are hereby indemnified and held harmless by Traditions at Historic Southbury Association, Inc., and will be defended, indemnified, and held harmless to the fullest extent of the law, and at the sole cost of Traditions at Historic Southbury Association, Inc. to the extent Traditions at Historic Southbury Association, Inc.'s master insurance policy does not cover, any and all claims, suits, causes of action, settlements, or liability including, but not limited to, legal expenses, legal fees, settlement costs, expert fees, or a judgment which may arise directly or indirectly from any claim relating to the opening of the Amenities during the COVID-19 pandemic. This indemnity and hold harmless shall specifically include, but not be limited to, any claim related to the transmission of the Covid-19 virus.

IN WITNESS WHEREOF, Angela Cetera, President of Traditions at Historic Southbury Association, Inc., pursuant to the affirmative vote of at least 67% of the Unit Owners pursuant to Article XV of its Declaration, has hereunto caused this Amendment to be executed as of the 25th day of June 2021.

Witnessed by:
Inc.

Traditions at Historic Southbury Association,

Signature

Charles Ryan

By:

Name: Angela Cetera

Its President

Signature

William Judd

INST#

2627

RECORDED SOUTHURY LAND RECORDS
ON JUN 30, 2021 AT 01:42P
VOL. 730 PAGE 344-345

Danielle Cetera
ASST

STATE OF CONNECTICUT)

)

ss: Southbury

June 25, 2021

COUNTY OF NEW HAVEN)

Personally appeared, Angela Cetera, President of Traditions at Historic Southbury Association, Inc., as aforesaid, Signer and Sealer of the foregoing instrument and acknowledged the same to be her free act and deed, and the duly authorized and free act and deed of said corporation, before me.

Charles A. Ryan
Commissioner of the Superior Court/
Charles A. Ryan, Esq.