LEXINGTON MEADOWS CONDOMINIUM ASSOCIATION, INC. BETHEL, CONNECTICUT

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DECLARATION AND BY-LAWS

PUBLIC OFFERING STATEMENT OF LEXINGTON MEADOWS

A Condominium Common Interest Community Bethel and Danbury, Connecticut

Declared By

Baker Residential Limited Partnership 485 Washington Avenue Pleasantville, NY 10570

Prepared By:

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PUBLIC OFFERING STATEMENT OF LEXINGTON MEADOWS

Introduction

Lexington Meadows (the "Condominium") is a condominium to be declared by Baker Residential Limited Partnership, a Connecticut limited partnership (the "Declarant").

This Public Offering Statement is made in accordance with the Common Interest Ownership Act, Sections 47-200 through 47-293, inclusive, of the Connecticut General Statutes (the "Act"). This document is intended to disclose fully and accurately, to a prospective purchaser of a Unit in Lexington Meadows, the characteristics of the Condominium and all unusual and material circumstances of features affecting the Condominium.

The information and statements set forth in this Public Offering Statement are summary in nature, A prospective Unit purchaser should refer to all documents and references made herein, including the attached Declaration, Exhibits and Schedules, as well as to the entire set of disclosure materials and his purchase contract. All disclosure materials and contracts are important legal documents and if not purchase contract. All disclosure materials and contracts are important legal advice.

EACH PURCHASER OF A UNIT IN LEXINGTON MEADOWS IS ADVISED TO RETAIN AN ATTORNEY TO ADVISE HIM OR HER WITH RESPECT TO THIS PUBLIC OFFERING STATEMENT AND THE DOCUMENTS ATTACHED HERETO AS EXHIBITS.

The following information is set forth under paragraphing in compliance with the Act.

- 1. THE NAME AND PRINCIPAL ADDRESS OF THE DECLARANT AND OF THE COMMON INTEREST COMMUNITY: The declarant is Baker Residential Limited Partnership, a Connecticut limited partnership having an office at 485 Washington Avenue, Pleasantville, NY 10570. The Condominium, which is a common interest community, shall be known as Lexington Meadows (the "Condominium") and is located at Shelter Rock Road, Bethel and Danbury, Connecticut.
- 2. A GENERAL DESCRIPTION OF THE COMMON INTEREST COMMUNITY, INCLUDING THE TYPE AND NUMBER OF BUILDINGS AND AMENITIES, THE NUMBER OF UNITS, AND A SCHEDULE OF COMMENCEMENT AND COMPLETION OF BUILDINGS AND AMENITIES: At the time of distribution of this unamended Public Offering Statement, the Declarant intends in Phase I to subject approximately 11.311 acres of land, to the Declaration creating Lexington Meadows. However, the Declarant reserves the right to add additional land to the Condominium in later Phases, with the maximum land area of the Condominium being approximately 18.354 acres.

The Declarant intends that Phase I of the Condominium will consist of 58 Units located in 8 buildings, as shown on the survey attached to this Public Offering Statement as Exhibit A-3. Buildings 1, 13, 14, 19

and 20 will each contain 8 units; Building 15 will contain 7 units; Building 7 will contain 6 units; and Building 8 will contain 5 units.

Each building will be two and one-half (2½) or three (3) stories, of wood frame construction, with vinyl siding. The roof material will be asphalt or fiberglass shingle.

The common recreation amenities will include a pool and cabana.

The Declarant shall begin construction in April 2001 and estimates that construction of Building #1, the first building in Phase I, will be substantially completed by October 2001 and Building #8, the last building in Phase I, will be substantially completed by May 2002. The Declarant discloses that this schedule is an estimate only, and it may not be followed.

Unit Owners shall have the right to use and enjoy the Common Elements except those portions that have been designated as Limited Common Elements appurtenant to a specific Unit(s). Generally, the Common Elements consist of all portions of the Condominium other than the Units. The Common Elements include, among other things, the land as shown on the Survey, and the exterior and structural components of the Buildings. Limited Common Elements are Common Elements which are designated for use exclusively by one or more (but less than all) of the Units. The Limited Common Elements are as described in the Declaration, Survey and Plans.

Phase I of the Condominium, and any future phases of the Condominium, will be subject to an Affordable Plan which shall restrict the transferability and conveyancing of units in the Condominium to provide for "Affordable Housing," known as Housing Opportunity Units, as defined in Connecticut General Statutes Section 8-30(g). The Affordable Plan affects eleven (11) units in Phase I, and if the entire Condominium is developed will affect a total twenty-nine (29) units in the Condominium. The Declaration for the Condominium is attached hereto as Exhibit A. Schedule A-7 of said Exhibit A is the Affordable Plan.

- 3. DOCUMENTS: Unless otherwise noted, the following documents, and those listed as Exhibits on page 3 hereof, are attached to this Public Offering Statement and incorporated by reference:
- a. Declaration: The Declaration and referenced schedules are attached as Exhibit A.
- b. Bylaws: The Bylaws of the Lexington Meadows Association, Inc. are attached as Exhibit B.
- c. Rules: The Rules and Regulations of the Lexington Meadows Association, Inc. are attached as Exhibit C.
- d. Deeds: The form deed to be delivered to each purchaser of a Unit is set forth on Exhibit D
- e. <u>Affordable Plan</u>. The Affordable Plan is Schedule A-7 of the Declaration, which is Exhibit A hereof.
- f. There are no contracts or leases to be signed by or delivered to the purchaser at closing.

g. There are no contracts or leases affecting the Condominium being entered into by the Declarant. The Declarant reserves the right, while it controls the Association, to enter into such contracts or leases which are necessary and proper for the management of the Condominium. Any such contracts or leases may be subject to cancellation by the Association under the appropriate section of the Act.

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4. PROJECTED BUDGET FOR THE ASSOCIATION: The projected budget for the Condominium for one (1) year after the date of first conveyance to a purchaser is attached hereto as Exhibit E. This hypothetical budget was prepared by the Declarant and is based on the assumption that 58 Units will have been conveyed during all or most of the budget year. All estimates are in current 2001 dollars, and does not consider inflation factors. Please refer to the budget for a more particular description of other assumptions.

The proposed Budget includes reserves for repairs and replacements of certain Common Elements and Limited Common Elements. The Declarant makes no representation that the reserves reflected in this Budget will be sufficient to replace components of the buildings or improvements at the end of their useful lives.

Common Expenses, as set forth in the Budget will be shared equally by all Units.

5. SERVICES NOT REFLECTED IN THE BUDGET: Real property taxes, assessments, and sewer fees imposed by the City of Danbury and Town of Bethel assessed against individual units are the responsibility of the individual Unit owners. There are no services that the Declarant provides, pays for, or has contracted for, that are anticipated to become a common expense of the Association at any subsequent time.

Any Common Expenses associated with the maintenance, repair or replacement of exterior doors, windows, air conditioning compressors, skylights (if any), and garage doors shall be assessed against the Unit to which such Limited Common Element serves or is assigned.

Additional Common Expenses above those projected in the Budget may occur due to circumstances not included or reflected in the budget assumptions. Additional increases in Common Expenses may result from the following, for example:

- a. Environmental conditions which necessitate increased operation, maintenance or repair services, such as excessive snowfall requiring additional snow clearing, or pest infestation requiring treatment.
- b. Adoption by the Association of higher standards for management, maintenance or operation of the Condominium during or subsequent to the period of Declarant control.
- c. Loss of any economies achieved by Declarant for the Association as the result of Declarant's provision of or arrangement for management, maintenance, or operation services to the Condominium, in the event such services are arranged for or provided to the Association by parties other than the Declarant.
- d. Decisions by the Association to undertake capital or other improvements to the Condominium which were not previously contemplated or budgeted.

6. INITIAL OR SPECIAL FEES:

- a. The Declarant will collect from each purchaser, at closing, a working capital contribution for the Association in the amount of \$250.00 to be used to capitalize the operating funds of the Association.
- b. At closing, the Unit purchaser shall pay the Declarant for those costs and adjustments, including, but not limited to, the adjustment for prepayment of real estate taxes and common expenses and other closing costs further specified in the unit Purchase Agreement attached as Exhibit H.
- 7. LIENS, DEFECTS OR ENCUMBRANCES: Title to the Property and each Unit therein is subject to the liens, defects, encumbrances and rights reserved to the Declarant as stated below.
- a. Any and all provisions of any federal, state or municipal ordinances, regulations or rules, or public or private law, inclusive of zoning, inland wetlands, building and planning laws, rules and regulations, Planning and Zoning Commission conditions of approval and variances from said regulations and other limitations of use imposed by governmental authority.
- b. Real estate taxes of the City of Danbury and Town of Bethel, including any reassessment or reallocation arising from the creation of the Condominium, such as taxes resulting from the issuance of a Certificate of Occupancy for any Unit pursuant to Section 12-53a of the Connecticut General Statutes, which become due and payable after the date of delivery of the Unit deed.
- c. Any future public improvement assessments, if any, sewer construction and/or connection assessment and/or charges assessed against the Unit, which become due and payable after the date of delivery of the Unit deed.
- d. Such facts as an accurate survey and/or inspection of the premises might reveal.
- e. Easements, restrictions, covenants and encroachments as of record may appear, or disclosed by an inspection of the subject premises, or as itemized on Schedule "A-1" of the Declaration, attached hereto as Exhibit A.
- f. Conditions imposed by the Planning Commission, Zoning Commission, Environmental Impact Commission or any other governmental Agency of the State or City of Danbury and/or the Town of Bethel having jurisdiction over the development of the Property.
- g. The right to create Units, Common Elements and Limited Common Elements within the Condominium, including any real property added to the Condominium.
- h. The right, in addition to the right to add the specified real property set forth in subsection (g) above to the Condominium, to add additional real property to the Condominium in accordance with C.G.S. Section 47-241.
- i. The right to create restrictions and/or to grant easements for any and all purposes over the Property, Common Elements, Limited Common Elements and Units, and in furtherance thereof to

construct and convey Improvements within those easements, for utilities, and for purposes of vehicular or pedestrian access and for any other purpose for the benefit of the Condominium and for the benefit of any area in which a Development Right is reserved, regardless of whether such right is exercised or such real property subject to Development Rights is made a part of the Condominium.

- j. The right to grant easements to the City of Danbury and/or the Town of Bethel, the Association or other entities over the Common Elements, Limited Common Elements and Property and to convey Improvements within those easements.
- k. The right to enter into and/or modify agreements with City of Danbury and/or the Town of Bethel regarding the maintenance of drainage structures such as storm water detention basins or ditches, conservation areas and the community sewage system.
- The right to change the location of roads.
- m. The terms, covenants, conditions, agreements, restrictions, obligations, easements and lien rights as may be set forth in the Declaration of Lexington Meadows, to be recorded on the Danbury and Bethel Land Records, and as it may be amended or supplemented, including, but not limited to the obligation of a Unit Owner to make payments of monthly Common Expense assessments.
- n. The right to withdraw real property from the Condominium. Any real property which may be withdrawn from the Condominium shall be designated "Development Right to Withdraw Reserved in this Area" on the Survey attached to the Declaration.
- o. The right to subdivide Units or convert Units into Common Elements or Limited Common Elements.
- p. Mortgage, if any, and other financial liens, if any, which shall be released as to each Unit on the closing of title to such Unit.
- 8. FINANCING OFFERED OR ARRANGED BY DECLARANT: The Declarant is currently not offering any financing to purchasers of Lexington Meadows Units, but reserves the right to do so from time to time. The Declarant may have the Condominium qualified for mortgages by various lending institution in the Danbury and Bethel area. The purchaser is free to obtain financing through any such lending institution or by any other means.
- 9. WARRANTIES: Statutory Warranties are provided in the Common Interest Ownership Act, Chapter 828, of the Connecticut General Statutes, Section 47-274, Section 47-275, Section 47-276 and Section 47-277. A secondary statutory warranty is found in Connecticut General Statutes, Chapter 827, Section 47-116, Section 47-117 and Section 47-118. A third statutory warranty is found under Section 47-121. To the extent allowed by law, the Declarant makes no warranty to any item in the Condominium that is warranted by the manufacturer of such item, including, but not limited to, appliances. The Declarant will deliver to a purchaser any manufacturer's warranties that are available for the benefit of the purchaser. The Declarant makes no representations or warranties as to the condition or health of any shrubs, tree or plantings located in the area surrounding the buildings and in any common area of the Condominium. No additional express or implied warranties, unless required by law, are made by the

Declarant.

To the extent allowed by law, the Declarant (i) disclaims and excludes the Condominium from the above set forth warranties, (ii) limits said warranties to the initial purchaser of a Unit, and (iii) limits the warranties as follows.

- a. THE EXHIBITION OF ANY MODEL UNIT IS FOR DISPLAY PURPOSES ONLY, AND ANY SUCH EXHIBITION DOES NOT CONSTITUTE A REPRESENTATION BY SELLER THAT THE UNIT BEING PURCHASED WILL BE COMPARABLY EQUIPPED OR FURNISHED, OR WILL OTHERWISE CONFORM TO SUCH MODEL UNIT.
- b. IMPROVEMENTS AND APPLIANCES INSTALLED BY THE SELLER AT THE PURCHASER'S REQUEST AND EXPENSE, IF ANY, SHALL BE COVERED BY THE MANUFACTURER'S OR CONTRACTOR'S WARRANTY, IF ANY.
- c. SELLER'S WARRANTY DOES NOT COVER MANAGEMENT OR MAINTENANCE ACTIVITIES OR ITEMS WHICH HAVE BEEN SUBJECT TO NEGLIGENCE, NEGLECT OR MISUSE. SELLER DISCLAIMS LIABILITY FOR INCIDENTAL, CONSEQUENTIAL AND/OR SPECIAL DAMAGES, LOSSES OR INJURY TO ANY PERSON OR OTHER PROPERTY RESULTING FROM A DEFECT.
- d. PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE UNIT OR THE COMMON ELEMENTS OF THE CONDOMINIUM, EXCEPT AS SET FORTH IN THE PURCHASE AGREEMENT.
- e. NO ADDITIONAL EXPRESS OR IMPLIED WARRANTIES, UNLESS REQUIRED BY LAW, ARE MADE BY THE SELLER. THE WARRANTIES IN THE PURCHASE AGREEMENT ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES.

PURCHASERS ARE HEREBY ADVISED NOT TO RELY ON DEPICTIONS OF UNITS OR STATEMENTS AS TO FLOOR AREA OF SAME WHICH MAY BE CONTAINED IN ANY ADVERTISEMENTS, BROCHURES OR PROMOTIONAL MATERIALS. DEPICTIONS OF THE UNITS AND COMMON ELEMENTS CONTAINED IN THE DECLARATION OF LEXINGTON MEADOWS AND THE PLANS AND SURVEY ATTACHED TO SAID DECLARATION AS EXHIBITS SHALL SUPERSEDE ALL SUCH OTHER MATERIALS.

10. PURCHASER'S RIGHT TO CANCEL:

- a. Within fifteen (15) days after receipt of a Public Offering Statement, a purchaser, before conveyance, may cancel any contract for purchase of a Unit from the Declarant, and
- b. If the Declarant fails to provide a Public Offering Statement to a purchaser before conveying a Unit, that purchaser may recover from the Declarant 10% of the sales price of the Unit plus 10% of the share, proportionate to his or her Common Expense liability, of any indebtedness of the Association secured by security interests encumbering the common interest community.

- 11. UNSATISFIED JUDGMENTS OR PENDING SUITS: There are no unsatisfied judgments or pending suits against the Association, and the Declarant has no actual knowledge of any pending suits material to the Condominium.
- 12. ESCROW: Any deposit made in connection with the purchase of a Unit will be held in an escrow account in accordance with the provisions of §47-271 of the Connecticut General Statutes until closing or will be returned to the purchaser if the purchaser cancels the contract pursuant to the closing or will be returned to the purchaser if the purchaser cancels the contract pursuant to the cancellation rights set forth above. The Declarant reserves the right to change the escrow agent at any time.

The name and address of the escrow agent Chicago Title Insurance Agency, 600 Summer Street, Stamford, Connecticut 06901.

- 13. RESTRICTIONS ON USE, ALIENATION OR OCCUPANCY: The following use restrictions apply to the Units and to the Common Elements:
- a. Each Unit is restricted to residential use as a one-family dwelling including customary home occupation in accordance with the Planning, Zoning and Building laws, rules and regulations of the City of Danbury and Town of Bethel, not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit.
- b. The use of Units and Common Elements, including Limited Common Elements, is subject to the Declaration, Bylaws and the Rules of the Association.
- c. A Unit may not be conveyed pursuant to a time sharing plan as defined under Chapter 734b of the Connecticut General Statutes.

Notwithstanding the foregoing, as long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model Unit or sales office. The Declarant may also maintain management offices and signs and displays advertising the Condominium.

The Declarant further reserves the right to use or occupy itself or to rent or lease to a tenant (for such rent and term and on such other conditions as may be agreed to between such parties) any Unit owned by the Declarant.

14. A DESCRIPTION OF THE INSURANCE COVERAGE PROVIDED FOR THE BENEFIT OF UNIT OWNERS: The following is only a general description of the initial policies to be obtained by the Declarant on behalf of the Association and the Unit Owners:

Fire, Extended Coverage, etc. Coverage in the amount of replacement cost will be provided for all buildings including the Units and all fixtures, equipment, improvements and betterments. In addition, all personal property owned by the Association shall be insured for its actual cash value.

The Association shall provide liability insurance, including medical payments insurance, for at least \$1,000,000 insuring the Association and each Unit Owner with respect to liability arising out of or in connection with the use, ownership or maintenance of the Common Elements. However, a Unit Owner will not be insured against liability for accidents which are the Unit Owner's own fault, such as may occur within his or her Unit or the Limited Common Elements assigned to that Unit, or for accidents with respect to which liability does not arise out of or in connection with the use, ownership or maintenance of the Common Elements.

For more details relating to insurance the prospective purchaser is advised to review Article XXII of the Declaration. All prospective purchasers are urged to study these provisions and to consult with their own insurance advisors to assure themselves that they are aware of the extent of coverage provided by the master insurance policy and to make arrangements for appropriate additional coverage, if necessary, as of the time of closing on a Unit.

- FEES OR CHARGES FOR THE USE OF THE COMMON ELEMENTS: There are no current or expected fees or charges to be paid by Unit owner for use of the Common Elements or other facilities related to the Condominium other than the monthly common expense responsibility of a Unit owner.
- FINANCIAL ARRANGEMENTS FOR COMPLETION OF IMPROVEMENTS: accordance with C.G.S. §47-280 of the Connecticut General Statutes, the Declarant has only obligated itself to build the improvements labeled "Must be Built" on the survey and plans attached to the Declaration. The Declarant is using its own financial resources to construct the Condominium. It is the position of the Declarant that it has adequate financial resources to complete construction of all items that are labeled "Must Be Built".
- ZONING AND OTHER LAND USE REQUIREMENTS: The property is located within the RA-70 Zone of the Town of Bethel. The approvals and permits for the Condominium include, but are not limited to, the following: (i) a letter from the Planning & Zoning Commission of the Town of Bethel, dated March 30, 2000, addressed to Cohen & Wolf, of Danbury, Connecticut; (ii) a Certified Copy of Grant of Special Exception by the Planning Commission granted on April 13, 2000 wherein Benchmark Real Estate Co., Inc. is the Applicant; (iii) a letter from the Planning & Zoning Commission of the Town of Bethel, dated June 8, 2000, addressed to Cohen & Wolf, of Danbury, Connecticut. Also refer to the matters of title set forth in Section 7 of this Document.
- UNUSUAL AND MATERIAL CIRCUMSTANCES: To the best of Declarant's knowledge and belief, there are no unusual or material circumstances, features and characteristics of the Condominium.

LEXINGTON MEADOWS IS A COMMON INTEREST COMMUNITY SUBJECT TO DEVELOPMENT RIGHTS. THE COMMON INTEREST OWNERSHIP ACT REQUIRES DISCLOSURE OF THE FOLLOWING INFORMATION IN THIS SITUATION:

Section C.G.S.§47-202(14) of the Act defines development rights as follows: Any right or combination of rights reserved by a declarant in the declaration to (a) add real property to a common interest community; (b) create units, common elements or limited common elements within a common interest community; (c) subdivide units or convert units into common elements; or (d) withdraw real property from a common interest community. The Declarant of Lexington Meadows reserves all Development Rights.

THE DECLARANT MAKES NO ASSURANCES, REPRESENTATIONS OR PROMISES AS TO THE ULTIMATE EXERCISE BY THE DECLARANT OF ANY OR ALL DEVELOPMENT RIGHTS. PURCHASERS OF UNITS BEING DECLARED INITIALLY MUST RECOGNIZE AND ACCEPT THAT THE DECLARANT ASSUMES NO OBLIGATION TO DECLARE ANY UNITS BEYOND THE INITIAL FIFTY-EIGHT (58) UNITS, BUT RESERVES THE RIGHT, IN ITS SOLE DISCRETION TO DO SO. THE DECLARANT MAY, IN ITS SOLE DISCRETION, DECLARE UNITS WITHIN THE PROPERTY AND/OR ADD PROPERTY TO THE PLANNED COMMUNITY, AND MAY DECLARE UNITS WITHIN THE ADDITIONAL PROPERTY. ADDITIONALLY, AT AND MAY DECLARE UNITS WITHIN THE ADDITIONAL PROPERTY FROM THE PLANNED ITS OPTION, THE DECLARANT MAY REMOVE PROPERTY FROM THE PLANNED COMMUNITY (OTHER THAN THE UNITS) AND IS SUBJECT TO NO RESTRICTIONS, BY VIRTUE OF THIS DOCUMENT OR THE DECLARATION OF PLANNED COMMUNITY, AS TO THE USE OR DISPOSITION OF ANY SUCH REMOVED PROPERTY. UNIT PURCHASERS HAVE NO RIGHTS OR CLAIMS AGAINST DECLARANT WITH RESPECT TO ITS EXERCISE OF DEVELOPMENT RIGHTS AND WAIVE ANY AND ALL CLAIMS THEY MAY OTHERWISE MAKE IN THIS REGARD.

- 19. MAXIMUM NUMBER OF UNITS, AND MAXIMUM NUMBER OF UNITS PER ACRE. The Declarant has reserved the right in the Declaration to create up to 115 Units as approved. If the Declarant develops the Condominium as planned, there shall be a maximum average of 6.27 Units per acre on the 18.354 acres compromising the total project. Notwithstanding the foregoing, as set forth in Section 4.1 of the Declaration, if circumstances permit and all zoning approvals and all other governmental approvals are obtained, the Declarant may create an additional 25 unit as part of the Common Interest Community thereby making the maximum average number of units per acre 7.63.
- 20. NUMBER OR PERCENTAGE OF UNITS THAT MAY BE CREATED THAT WILL BE RESTRICTED EXCLUSIVELY TO RESIDENTIAL USE: Each Unit shall be occupied as a one-family dwelling, including customary home occupations not requiring regular visits from the public or unreasonable levels of mail, shipping, storage or trash. For that reason, 100% of the real property is not restricted exclusively to residential use.
- 21. MAXIMUM PERCENTAGE OF THE REAL PROPERTY AREAS SUBJECT TO DEVELOPMENT RIGHTS AND THE FLOOR AREAS OF ALL UNITS THAT MAY BE CREATED THAT ARE NOT RESTRICTED EXCLUSIVELY TO RESIDENTIAL USE: See Section 20 above.

The Declarant may use the Units for certain sales and management purposes pursuant to the rights reserved in the Declaration.

22. DEVELOPMENT RIGHTS AND CONDITIONS OR LIMITATIONS ON EXERCISE: The Declarant reserves all Development Rights as such rights are defined in C.G.S.47-202(14) and all Special Declarant Rights as such rights are defined in C.G.§.47-202(29) of the Connecticut General

Statutes. The limitations with regard to the exercise of such Development Rights and Special Declarant Rights and a more detailed statement of the reservation of such rights is set forth in Article VIII of the Declaration, to which reference should be made

- 23. MAXIMUM EXTENT TO WHICH EACH UNITS ALLOCATED INTERESTS MAY BE CHANGED BY THE EXERCISE OF ANY DEVELOPMENT RIGHT: Each Unit will bear an equal percentage of liability for common expenses and shall have one vote in the Association. This formula will not change as the result of the exercise of any Development Rights.
- 24. COMPATIBILITY OF BUILDINGS OR OTHER IMPROVEMENTS TO EXISTING BUILDINGS AND IMPROVEMENTS: No assurances are made that any buildings or other improvements that may be erected pursuant to any Development Right in any part of the Common Interest Community will be compatible with existing buildings and improvements in the Common Interest Community in terms of architectural style, quality of construction and size. However, it is the intent of the Declarant that all other improvements to be constructed on the Property will be compatible with the quality of the 58 Units, although no specific general description of such improvement is being offered herewith.
- 25. OTHER IMPROVEMENTS AND LIMITED COMMON ELEMENTS THAT MAY BE CREATED PURSUANT TO ANY DEVELOPMENT RIGHT: Pursuant to Development Rights reserved by the Declarant, the Declarant may create up to an additional fifty-seven (57) Units. As provided in Section 4.1 of the Declaration, if circumstances permit, and all zoning approvals and all other governmental approvals are obtained, the Declarant may create an additional twenty-five (25) Units as part of the Common Interest Community.
- 26. LIMITATIONS AS TO THE LOCATIONS OF ANY BUILDING OR OTHER IMPROVEMENTS THAT MAY BE MADE: No assurances are made with regard to the locations of any buildings or other improvement that may be made within any part of the Common Interest Community pursuant to any Development Right preserved by the Declarant.
- 27. SIMILARITY OF LIMITED COMMON ELEMENTS CREATED PURSUANT TO ANY DEVELOPMENT RIGHT TO LIMITED COMMON ELEMENTS WITHIN OTHER PARTS OF THE COMMON INTEREST COMMUNITY: Within the limitations of architectural variation, the proportion of balconies, patios, driveways and walkways assigned to individual Units will be approximately equal to the proportions assigned to individual Units of the same architectural type initially constructed. No other assurances are made that any Limited Common Elements that may be created pursuant to any Development Right in any part of the Common Interest Community will be of the same general type and size as the Limited Common Elements within other parts of the Common Interest Community.
- 28. EQUALITY OF PROPORTION OF LIMITED COMMON ELEMENTS TO THE UNITS CREATED PURSUANT TO ANY DEVELOPMENT RIGHT TO THE PROPORTION EXISTING IN OTHER PARTS OF THE COMMON INTEREST COMMUNITY: No assurances are made that the proportion of Limited Common Elements to Units that may be created will be equal to the proportion existing in other parts of the Common Interest Community.

- 29. APPLICABILITY OF RESTRICTIONS IN THE DECLARATION AFFECTING USE, OCCUPANCY, AND ALIENATION OF UNITS TO ANY UNITS CREATED PURSUANT TO ANY DEVELOPMENT RIGHT: The restrictions in the Declaration regarding the use, occupancy and alienation of Units will apply to all Units created in the Common Interest Community.
- 30. APPLICABILITY OF ASSURANCES MADE PURSUANT TO SECTION 66 OF THE ACT APPLY OR DO NOT APPLY IN THE EVENT THAT ANY DEVELOPMENT RIGHT IS NOT EXERCISED BY THE DECLARANT: To the extent that any assurances are made pursuant in Sections 19 through 29 of this Public Offering Statement, no assurances apply in the event that any Development Right is not exercised by the Declarant
- 31. TIME SHARE RESTRICTIONS: Time sharing of any Unit in the Condominium is prohibited.

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Purchasers are advised to note that under the terms of the Declaration the obligations of the Declarant are to be those solely of the Declarant entity, a limited partnership formed under the laws of the State of Connecticut, and of the property, real or personal, owned by the Declarant entity, and there shall be no personal liability or responsibility whatsoever imposed on any general or limited partner constituting Declarant, from which such liability or responsibility the partners are specifically released. Baker Residential Limited Partnership, Declarant, is a Connecticut limited partnership formed for the purpose of developing the Property under Common Interest Community ownership.

THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL DOCUMENTS REFERENCED AS WELL AS THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS PURCHASE CONTRACT. ALL DISCLOSURE MATERIALS AND CONTRACTS ARE IMPORTANT DOCUMENTS AND IF NOT UNDERSTOOD, THE PURCHASER SHOULD SEEK COMPETENT ADVICE. THE DECLARANT HAS ATTEMPTED TO SUMMARIZE THE PERTINENT INFORMATION RELATING TO THIS COMMON INTEREST COMMUNITY ACCURATELY. ANY INFORMATION, DATA OR REPRESENTATION AT VARIANCE WITH THE STATEMENTS SET FORTH IN THIS PUBLIC OFFERING STATEMENT MUST NOT BE RELIED UPON. THIS PUBLIC OFFERING STATEMENT DOES NOT INTENTIONALLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENTS OR MATERIAL FACT AND NO PERSON HAS BEEN AUTHORIZED BY THE DECLARANT TO MAKE ANY REPRESENTATIONS AT VARIANCE WITH THOSE SET FORTH HEREIN.

Dated this 1 day of July , 2001.

DECLARANT

Baker Residential Limited Partnership By Baker Companies, Inc., its General Partner

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NOTE: This Declaration is an exhibit to the Public Offering Statement for Lexington Meadows. The Declarant reserves the right to make any necessary, required or desirable changes in the Declaration and schedules and bylaws thereof prior to recording the final Declaration on the Danbury and Bethel, Connecticut Land Records.

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DECLARATION

Baker Residential Limited Partnership, a Connecticut limited partnership with an office and place of business at 485 Washington Avenue, Pleasantville, New York, does hereby submit the real property in the City of Danbury and Town of Bethel, Connecticut described in Schedule A-l, to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, as amended, for the purpose of creating Lexington Meadows, a Condominium which is a Common Interest Community.

ARTICLE I - DEFINITIONS

In the Documents (as herein defined), the following words and phrases shall have the following meanings:

- Section 1.1 Act. The Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes as it may be amended from time to time.
- Section 1.2 Allocated Plan. The Plan of the Declarant developed in accordance with Connecticut General Statutes Section 8-30(g) to provide "Affordable Housing" in the Common Interest Community, as more specifically referenced in Section 10.4 hereof and in Article XXIX hereof,
- Section 1.3 Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association, allocated to the Units in the Common Interest Community. The Allocated Interests are described in Article IX of this Declaration and shown on Schedule A-2.
- Section 1.4 Association. Lexington MEADOWS Association, Inc., a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to Section 47-243 of the Connecticut General Statutes.
- Section 1.5 Bylaws. The Bylaws of the Association, as they may be amended from time to time.
 - Section 1.6 Common Elements. All portions of the Common Interest Community other than the Units.
- Section 1.7 Common Expenses. The expenses for the operation of the Common Interest Community as set forth in Section 19.1 of this Declaration.
- Section 1.8 Common Interest Community. The real property described in Schedule A-1 of the Declaration, subject to the Declaration of Lexington MEADOWS, which is also hereinafter referred to as the Condominium
- Section 1.9 Declarant. Baker Residential Limited Partnership, a Connecticut limited partnership or its successor or assign.
 - Section 1.10 Declaration. This document, including any amendments.
- Section 1.11 Development Rights. The rights reserved by the Declarant under Article VIII of this Declaration to create Units, Common Elements, and Limited Common Elements within the Condominium.
 - Section 1.12 Director. A member of the Executive Board.

- Section 1.13 Documents. The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, the Bylaws, and the Rules as they may be amended from time to time. Any exhibit, schedule or certification accompanying a Document is part of that Document.
- Section 1.14 Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notice and other rights described in Article XVIII.
- Section 1.15 Eligible Mortgages. The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVIII.
 - Section 1.16 Executive Board or Board. The Board of Directors of the Association.
- Section 1.17 Improvements. Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to, buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes, and light poles.
- Section 1.18 Limited Common Elements. A portion of the Common Elements allocated by the Declaration or by the operation of Subsection (2) or (4) of Section 47-221 of the Act for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in the Common Interest Community are described in Article V of this declaration.
- Section 1.19 Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 25.1 of this Declaration.
- Section 1.20- Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 25.2 of this Declaration.
- Section 1.21- Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency or other legal or commercial entity.
- Section 1.22- Plans. The plans filed with this Declaration as Schedule A-4, as they may be amended from time to time.
- Section 1.23- Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.
- Section 1.24- Rules. Rules for the use of Units and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration and its Bylaws.
- Section 1.25- Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other-consensual lien-or-title retention-contract intended as security for an obligation.

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- Section 1.26—Special Declarant Rights. Rights reserved for the benefit of the Declarant to (a) complete improvements indicated on surveys and plans filed with this Declaration, as it may be amended from time to time; (b) exercise any Development Right; (c) maintain sales offices, management offices, signs advertising the Community, and models; (d) use easements through the Common Elements for the purpose of making Improvements within the 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 1.27- Survey. The survey filed with this Declaration as Schedule A-3, as it may be amended from time to time.
- Section 1.28- Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.3 of this Declaration.
- Section 1.29- Unit Owner. The Declarant or other Person who owns a Unit, but does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.
 - Section 1.30 Votes. The Votes allocated to each Unit as shown on Schedule "A-2".

All other terms set forth in the Documents, unless the context requires otherwise, shall have the meanings ascribed to them in the Act.

ARTICLE II – NAME AND TYPE OF COMMON INTEREST COMMUNITY AND ASSOCIATION

- Section 2.1 Common Interest Community. The name of the Common Interest Community is Lexington Meadows, Lexington Meadows is a Condominium.
- Section 2.2 Association. The name of the Association is Lexington Meadows Association, Inc. It is a non-stock corporation organized under the laws of the State of Connecticut.

ARTICLE III - DESCRIPTION OF LAND

The Common Interest Community is situated in the City of Danbury and Town of Bethel, Connecticut and is located on land described in Schedule A-l.

ARTICLE IV - MAXIMUM NUMBER OF UNITS, IDENTIFICATION AND BOUNDARIES'

- Section 4.1 Number of Units. The Common Interest Community presently contains 39 Units. The Declarant may create an additional 76 Units up to a maximum of 115 Units. If circumstances permit and all zoning approvals and all other governmental approvals are obtained, the Declarant may create an additional 25 units as part of the Common Interest Community.
- Section 4.2 Identification of Units. All Units are identified by number and are shown on the Survey or Plans or both.
- Section 4.3 Boundaries. The boundaries of each Unit created by this Declaration are located as shown on the Survey and Plans and are more particularly described as follows:
- and ceilings are designated as boundaries of a Unit. All lath, furring, wallboard, plasterboard, plaster, paneling,

tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, windows, exterior doors and ceilings are a part of the Common Elements.

- (b) Inclusions: Each Unit shall include the space and Improvements lying within the boundaries described in Subsection 4.3(a) above, and shall also include the spaces and the Improvements lying within such spaces containing all electrical switches; television, telephone, and electrical receptacles; light fixtures, boxes and switches; and any pipes, wires, ducts and conduits situated in the perimeter walls of the Unit serving only that Unit, and shall also include all space heating, water heating and air conditioning apparatus located within the Unit serving only that Unit.
- (c) Exclusions: Except when specifically included by other provisions of Section 4.3, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Subsection 4.3(a) above; and all chutes, pipes, flues, ducts, wire, conduits, and other facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to other Units or Common Elements or both.
- (d) Inconsistency with Survey and Plans: If this definition is inconsistent with the Survey and Plans, then this definition shall control.

ARTICLE V - LIMITED COMMON ELEMENTS

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

- (a) If any chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element, the use of which is limited to that Unit, and any portion thereof serving more than one (1) Unit or any portion of the Common Elements is a part of the Common Elements.
- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, garage doors and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit. The maintenance, repair, and replacement of such doors, windows and garage doors are the responsibility of the individual Unit Owners.
- (c) Stairways, stoops and steps at the entrances to each building, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.
 - (d) Attic space above each Unit, the use of which is limited to the Unit beneath it.
- (c) All exterior doors, skylights and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.
- (f) Any space heating, water heating and air conditioning apparatus lying outside the boundaries of a Unit and all electrical switches, television, telephone, and electrical receptacles and light switches serving one Unit exclusively, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit. The maintenance and replacement of air conditioner compressors is the responsibility of individual Unit Owners. As Limited Common Elements, however, replacement compressors are subject to the approval of the Condominium Association.

- (g) Decks or patios, the use of which is limited to certain Units as shown on the Plans.
- (h) Driveways leading to garages which are a part of the Unit.
- (i) The mailbox is assigned as a Limited Common element to the Unit it serves.
- (j) Any gas, electric, or water meter, if any, which serves only one Unit is assigned as a Limited Common element to the Unit so served.

As to each of the foregoing, a right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee ownership of the Limited Common Elements however, is vested in all of the Unit Owners.

ARTICLE VI - MAINTENANCE, REPAIR AND REPLACEMENT

Section 6.1 - Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

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

Section 6.3 - Limited Common Elements. Notwithstanding the provisions of Section 6.1 and Section 6.2, each Unit Owner shall be responsible for removing all snow, leaves and debris from all stoops, decks, porches, stairs, patios and balconies which are Limited Common Elements appurtenant to his or her Unit. If any such Limited Common Element is appurtenant to two or more Units, the owners of those Units will be jointly responsible for such removal. Each Unit Owner shall be responsible for the maintenance, repair and replacement of those Limited Common Elements described in Article V Subsections (e) and (f) of this Declaration.

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

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

ARTICLE VII - SUBSEQUENTLY ALLOCATED LIMITED COMMON ELEMENTS

The Executive Board of the Association, without need for a membership vote, is hereby authorized to create, to assign, and to reassign Limited Common Elements, by amendments to this Declaration, provided that any reassignment shall be made only with the prior written consent of the Unit Owner or Owners whose Unit or Units are affected. Those portions of the Common Elements shown as parking-spaces on the Survey may be subsequently allocated as Limited Common Elements in accordance with Subsections 8.1 (c) and 12.1 of this

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 to the Common Interest Community, from time to time, portions or all of the parcel of real property described on Schedule "A-6".
- (b) The right to add Units, Common Elements, and Limited Common Elements in the location shown as "Development Rights and Special Declarant Rights Reserved in this Area" on the Survey and Plans.
- (c) The right to allocate as Limited Common Elements parking spaces as shown on the Survey and assign them to particular Units
- (d) The right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land not designated "Development Rights and Special Declarant Rights Reserved in this Area" on the Survey for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the land designated "Development Rights and Special Declarant Rights Reserved in this Area" on the Survey. The Declarant also reserves the right (i) to grant casements to public utility companies, (ii) grant conservation and other easements to the City of Danbury, (iii) grant easements and rights of way for any and all purposes, and (iv) to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes. If the Declarant grants any such easements, Schedule A-1 shall be amended to include reference to the recorded easement.
- (e) The right to withdraw real property from the Common Interest Community in the area(s) as designated "Development Rights and Special Declarant Rights Reserved in this Area" on the Survey.
- (f) The right to enter into and/or modify agreements with the City of Danbury regarding the maintenance of drainage structures such as stormwater detention basins or ditches, pipes and conservation areas.
- (g) The right, in addition to the right to add the specified real property set forth in subsection (a) above to the Community, to add additional real property to the Community in accordance with C.G.S. Subsection 47-241.
- 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 twenty (20) years after the recording of the initial Declaration;
- (b) Not more than 76 additional Units may be created under the Development Rights. If circumstances permit, and all zoning approvals and all other governmental approvals are obtained, the Declarant may create an additional 25 units as part of the Common Interest Community.
- (c) The quality of construction of any buildings and Improvements to be created on the Property shall be consistent with the quality of those constructed pursuant to this Declaration as initially recorded;
- will be restricted to residential use in the same manner and to the same extent as the Units created under this

Declaration as initially recorded.

- Section 8.3 Phasing of Development Rights. No assurances are made by the Declarant regarding the portions of the areas shown as "Development Rights and Special Declarant Rights Reserved in this Area" on the Plans and Survey as to the portions where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.
- Section 8.4 Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community:
 - (a) To complete Improvements indicated on the Survey and Plans filed with this Declaration:
 - (b) To exercise any Development Right reserved in this Declaration;
- (c) To maintain sales offices and models, management offices, signs advertising the Common Interest Community;
- (d) To use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community;
- (e) To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control subject to the provisions of Section 8.9 of this Declaration.
- Section 8.5 Models, Sales Offices and Management Offices. As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model Unit, sales office, or management office.
- Section 8.6 Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in this Declaration.
- Section 8.7 Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.
- Section 8.8 Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove from the property, within ninety (90) days after the sale of the last Unit, any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 8.9 - Declarant Control of Association.

(a) Subject to Subsection 8.9(b); There shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and

members of the Executive Board. The period of Declarant control shall terminate no later than the earlier of:

- (i) sixty (60) days after conveyance of sixty percent (60%) of the Units may be created to Unit Owners other than a Declarant;
- (ii) two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business; or
 - (iii) two (2) years after any right to add new Units was last exercised.

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

- (b) Not later than sixty (60) days after conveyance of one-third (1/3) of the Units
 that may be created to Unit Owners other than a Declarant, at least one (I) member and not less than one-third
 (1/3) of the members of the Executive Board shall be elected By Unit Owners other than the Declarant.
- (c) Except as otherwise provided in Subsection 8.9 (b), not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.
- (d) Notwithstanding any provision of this Declaration or the Bylaws to the contrary, the Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.
- Section 8.10 Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant during such period of time as the Declarant is obligated under any warranty or obligation, holds a Development Right to create additional Units or Common Elements, owns any Unit, or holds any Security Interest in any Unit, or for twenty (20) years after recording this Declaration, whichever is later. Earlier termination of certain rights may occur by statute.
- Section 8.11 Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE IX - ALLOCATED INTERESTS

Section 9.1 - Allocation of Interests. The table showing Unit numbers and their allocated interests is attached as Schedule A-2. These interests have been allocated in accordance with the formulas set out in this Article IX. These formulas are to be used in reallocating interests if Units are added to the Common Interest Community.

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

in the Common Elements allocated to each Unit is based on an equal share. For the first 39 Units created, each would have a 2.5641% share in the Common Interest Community. The foregoing percentage shall decrease as additional units may be added to the Common Interest Community.

- (b) Liability for the Common Expenses. The percentage of liability for Common Expenses allocated to each Unit is based on an equal share. For the first 39 such Units created, each would have a 2.5641% share in the Common Expense. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XIX of this Declaration. The foregoing percentages shall decrease as additional units may be added to the Common Interest Community.
- (c) Votes. Each Unit in the Common Interest Community shall have one (1) equal Vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in Schedule A-2.

ARTICLE X

Restrictions on Use, Alienation and Occupancy

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

- home occupation in accordance with the Planning, Zoning and Building laws, rules and regulations of the Town of Bethel, not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit "Dwelling" shall mean a building capable of providing complete living quarters including complete kitchen and bathroom facilities. "Family" shall mean one or more persons related by blood, marriage or adoption living together as a single housekeeping unit, including foster children and/or domestic help, but not including paying guests, boarders or roomers. A group of not more than four unrelated persons keeping house together shall be considered a family.
- (b) Garages are restricted to use by the Unit to which such Garage is a Limited Common Element, as storage and as a parking space for vehicles, specifically excluding, however, trucks, commercial vehicles and campers.
- (c) The use of Units and Common Elements is subject to the Bylaws and the Rules of the Association.
- (d) For any period during which any Common Expense assessment remains unpaid or, after Notice and Hearing, for any period not to exceed thirty (30) days for any infraction of its published Rules the Executive Board may suspend the right to use Common Elements not necessary to give access to a public street.
- (e) The Board, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on the Common Elements.
- (f) There shall be no obstructions of the Common Elements nor shall anything be stored in the Common elements without the prior consent of the Executive Board, except as herein expressly provided. Each Unit Owner shall be obligated to maintain his own Unit and keep it in good order and repair.
 - (g) Nothing shall be done or kept in any Unit or the Common Elements which will increase

the rate of insurance of the building or the contents thereof beyond the rates applicable for residential units without prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any of the buildings or the contents thereof or which would be in violation of any law. No waste shall be committed in the Common Elements.

- (h) No noxious or offensive activities shall be carried on in the Unit on in the Common Elements, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other owners or occupants.
- (i) Nothing shall be done to any Unit, or on, or in the Common Elements which will impair the structural integrity of the building or which will structurally change the buildings.
- (j) No industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise may be conducted, maintained or permitted on any part of the Property except as permitted in Subsection (a) hereof. No vehicles of any kind, other than an automobile, including campers, trailers, boats, motorbikes and motorcycles, may be parked or stored on any part of the Property, except in an area specifically designated therefor, if any, except those vehicles temporarily on the Property for purposes of servicing the Property itself or one of the Units. No use or practice shall be permitted on the Property which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction hereof shall be observed. For purposes of this Subsection (j), all motor vehicle laws of the State of Connecticut will apply to the private drives of the Property and all operators of any vehicles of any kind, including but not limited to minibikes, snowmobiles, trailers, go-carts and the like, must be licensed.
- (k) The Executive Board shall have the power to make such regulations as may be necessary to carry out the intent of these use restrictions. The Executive Board shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$50. For each day that a violation continues after notice, it shall be considered a separate violation. Any fine so levied is to be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Executive board in the same manner as it is entitled to enforce collection of Common Expenses.

Section 10.2 - Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing plan as defined under Chapter 734b of the Connecticut General Statutes.

A Unit may not be leased or rented for a term of less than twelve (12) months, without the express written consent of the Executive Board. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association. Any lessee or tenant shall, in all respects, be subject to the terms and conditions of this Declaration, the Bylaws, and any rules and regulations adopted hereunder.

Section 10.3 -Tenants. If a tenant of a Unit Owner violates the Declaration, Bylaws or rules and Regulations of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may: (a) after providing Notice and Hearing to the tenant and the Unit Owner, levy reasonable fines against the tenant or Unit Owner or both for the violation; and (b) enforce any other rights against the tenant for the violation which the Unit Owner as landlord could lawfully have exercised directly against the Unit Owner, including any right to bring a summary process action under Chapter 832 of the Connecticut General Statutes. The rights granted under this subparagraph (b) may only be exercised if the tenant or Unit Owner fails to cure the violation within ten (10) days after the Association notifies the tenant and Unit Owner of that violation pursuant to the procedures for Notice and Hearing.

- (i) Affect rights that the Unit Owner has to enforce the lease or that the Association has under other law; or
- (ii) Permit the Association to enforce the lease to which t is not a party except to the extent that there is a violation of the Declaration, Bylaws, or Rules and Regulations.

Section 10.4 - Affordable Plan. Various units in the Common Interest Community are subject to an Affordable Plan adopted in accordance with Connecticut General Statutes Section 8-30(g) to provide "Affordable Housing" as part of the Common Interest Community. The Affordable Plan restricts the future conveyancing and transferring of the units in the Common Interest Community subject to the Affordable Plan. The Affordable Plan is more particularly referenced in Article XXIX hereof.

ARTICLE XI - EASEMENTS AND LICENSES

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

ARTICLE XII - RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS

Section 12.1 - Allocation of Limited Common Elements Not Previously Allocated A Common Element not previously allocated as Limited Common element may be so allocated only pursuant to provisions of this Declaration. The allocations shall be made by amendment to this Declaration.

Section 12.2 - Reallocation of Depicted Limited Common Elements. Limited Common Elements depicted on the Survey or Plans may be reallocated by an amendment to this Declaration pursuant to this Article. Such amendment shall require the approval of all holders of Security Interests in the affected Units, which approval shall be endorsed thereon. The persons executing the amendment shall provide an executed copy thereof to the Association which, if the amendment complies with the provisions of this Declaration and the Act, shall record it. The amendment shall contain words of conveyance and shall be recorded and indexed in the names of the parties and the Common Interest Community.

The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorneys' fees in connection with the review of the amendment and for recording costs.

ARTICLE XIII - ADDITIONS, ALTERATIONS AND IMPROVEMENTS

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

(a) Unit Owner.

- (i) May make any improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community;
- (ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without the written permission of the Executive Board;

remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this Subdivision is not an alteration of boundaries.

- (b) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 13.1(a)(ii). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.
- (c) Any applications to any department or to any governmental authority for a permit to make any additions, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom
- (d) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

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

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

ARTICLE XIV - RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS

Section 14.1 - Application and Amendment. Subject to approval of any structural changes and required permits pursuant to Article XIII, the boundaries between adjoining Units may be relocated by an amendment to this Declaration on application to the Association by the owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a reallocation between their Units or their Allocated Interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocations and prepare an amendment that identifies the Units involved, states the reallocation and indicates the Association's consent. The amendment shall be executed by those Unit Owners and contain words of conveyance between them, and the approval of all holders of Security Interest in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the granter and the grantee, and in the grantee's index in the name of the Association. The Association shall prepare and record Surveys or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers. The applicants shall pay for the costs of preparation of the Amendment and its recording.

ARTICLE XV - AMENDMENTS TO DECLARATION

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

percent (67%) of the votes in the Association are allocated.

- Section 15.2 Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded.
- Section 15.3 Recordation of Amendments. Every amendment to this Declaration shall be recorded in every town in which any portion of the Common Interest Community is located and is effective only on recording. An amendment, except an amendment pursuant to Article XIV of this Declaration, shall be indexed in the grantee's index in the name of the Common Interest Community and the Association and the grantor's index in the name of the parties executing the amendment.
- Section 15.4 When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act and this Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of any Unit, or the uses to which any Unit is restricted.
- Section 15.5 Execution of Amendments. Amendments to this Declaration required by the Act is recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.
- Section 15.6 Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.
- Section 15.7 Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XVIII.
- Section 15.8 Amendments to Create Units. To exercise any Development Right reserved under Section 8.1 of this Declaration, the Declarant shall prepare, execute and record an amendment to the Declaration. If necessary, the Declarant shall also record either new Surveys and Plans necessary to conform to the requirements of subsections (a), (b) and (d) of Section 47-228 of the Act or new certifications of Schedules A-3 and A-4 previously recorded if the Schedules otherwise conform to the requirements of those Subsections.

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

ARTICLE XVI - AMENDMENTS TO BYLAWS

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

ARTICLE XVII - TERMINATION

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

ARTICLE XVIII - MORTGAGEE PROTECTION

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

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

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

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer as applicable;
- (b) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of ninety (90) days:
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.4; and
 - (e) Any judgment rendered against the Association in an amount equal to or greater than 10% of the then current annual budget of the Association.
- (f) In the event the Association is notified of a pending foreclosure action of a Housing Opportunity Unit, as identified in Schedule B of Schedule A-7 Affordable Plan to the Declaration, by an institutional lender, the Association shall notify the Administrator of the Town of Bethel, as defined in Schedule A-7 Affordable Plan, in writing by certified mail, return receipt requested, within 72 hours of receipt of notice of the pending foreclosure.

Section 18.4 - Consent Required.

(a) Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Act and subject to the express limitations of the requirement of such consent as set forth in Subsection (b) hereof, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 18.4(a) may be effective without the vote of at least sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner vote required in this Declaration or Chapter 828 of the Connecticut General Statutes) and until approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right or Special Development Rights. Material includes, but is not limited to, any provision affecting:

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- (i) Assessments, assessment liens or subordination of assessment liens;
- (ii) Voting rights;
- (iii) Reserves for maintenance, repair or replacement of Common Elements;
- (iv) Responsibility for maintenance and repairs;
- (v) Reallocation of interests in the Common Elements or Limited Common Elements, except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in such Units must approve such action;
 - (vi) Rights to use Common Elements and Limited Common Elements;
- (vii) Boundaries of Units, except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;
 - (viii) Convertibility of Units into Common Elements or Common Elements into Units;
- (ix) Expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;
 - (x) Insurance or fidelity bonds;
 - (xi) Leasing of Units;
- (xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (xiii) Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- (xiv) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Documents;
- (xv) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
 - (xvi) Any provision that expressly benefits mortgage holders, insurers or guarantors.
- (b) Development Rights and Special Declarant Rights: It is expressly understood that no prior consent is necessary with regard to amendments or changes to the Documents resulting from the exercise by the Declarant of any Development Rights or any Special Declarant Rights. Such rights may be exercised by the Declarant without the consent or approval of any Eligible Mortgagee, Eligible Insurer or any other person or entity.
- (c) Actions. Notwithstanding any lower requirement permitted by this Declaration or Chapter 828 of the Connecticut General Statutes, and subject to the limitations set forth in subsection (b) above, the Association may not take any of the following actions without the approval of at least fifty-one percent (51 %) of the Eligible Mortgagees or such higher percentage as set forth herein:

- (i) The conveyance or encumbrance of the Common Elements or any portion thereof, as to which an eighty percent (80%) Eligible Mortgagee approval is required. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the benefit of the Common Interest Community shall not be deemed a conveyance or encumbrance within the meaning of this clause;
- (ii) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- (iii) The restoration or repair of the Property (after hazard damage or a partial condemnation) in a manner other than that specified in the Documents;
- (iv) The termination of the Common Interest Community, for reasons other than substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required:
- (v) The alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;
- (vi) The merger of this Common Interest Community with any other Common Interest Community;
- (vii) The granting of any easements, leases, licenses and concessions through or over the Common Elements excluding, however, any utility easements serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one (1) year;
- (viii) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and
 - (ix) Any action taken not to repair or replace the Property.

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

- (d) 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.
- (e) The failure of an Eligible Mortgagee to respond within forty-five (45) days to any written request of the Association for approval of a non-material addition or amendment to the Documents shall constitute an implied approval of the addition or amendment.
- Section 18.5 Inspection of Books. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours.
- Section 18.6 Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public account if:

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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 shall bear the cost of the audit.

Section 18.7 - 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 18.8 - Attendance at Meetings. Any representatives of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

ARTICLE XIX - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 19.1 - Definition of Common Expenses. Common Expenses shall include:

- (a) Expenses of administration, maintenance, and repair or replacement of the Common Elements;
 - (b) Expenses declared to be Common Expenses by the Documents or by the Act;
 - (c) Expenses agreed upon as Common Expenses by the Association; and
- (d) Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.
- Section 19.2 Apportionment of Common Expenses. Except as provided in Section 19.3, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Schedule A-2 to this Declaration.

Section 19.3 - Common Expenses Attributable to Fewer than all Units.

- (a) Until such time as a Building receives a Certificate of Occupancy, the Declarant may elect to pay all expenses relating to the Building, in lieu of common charges being assessed against the individual Units in such Building.
- (b) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
- (c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
- (d) Assessment to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (e) If any Common Expense is caused by the misconduct of a Unit owner, the Association may, after Notice and Hearing, assess that expense exclusively against such Unit.
- (f) Fces, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

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Section 19.4 - Lien.

- (a) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents 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.
- (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first or second Security Interest in the Unit 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 Unit. 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 19.5 of this Article which would have become due in the absence of acceleration during the six (6) 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 materialmens' liens, or the priority of liens for other assessments made by the Association.
- (c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.
- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two (2) years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (e) This Section does not prohibit actions to recover sums for which Subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.
 - (g) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (h) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessment, the court may appoint a receiver of the Unit Owner pursuant to Section 52-204 of the Connecticut General Statutes to collect all Sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 19.5 of this Declaration.
- (i) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessment against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 19.4(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

⁽j) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

- (k) In the event the Association is notified of a pending foreclosure action of a Housing Opportunity Unit, as identified in Schedule B of Schedule A-7 Affordable Plan to the Declaration, by an institutional lender, the Association shall notify the Administrator of the Town of Bethel, as defined in Schedule A-7 Affordable Plan, in writing by certified mail, return receipt requested, within 72 hours of receipt of notice of the pending foreclosure.
- Section 19.5 Budget Adoption and Ratification. Within thirty (30) days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.
- Section 19.6—Ratification of Non-budgeted Common Expense Assessments. If the Executive Board votes to levy a special assessment not included in the current budget, other than one enumerated in Section 19.3 of this Declaration, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such special assessment to the Unit Owners for ratification in the same manner as a budget under Section 19.5.
- Section 19.7 Certificate of Payment of Common Expense Assessments. The Association, on written request, shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board, and every Unit Owner.
- Section 19.8 Monthly Payment of Common Expenses. All Common Expenses under Sections 19.2 and 19.3 shall be due and payable monthly.
- Section 19.9 Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessment for the pertinent fiscal year to be immediately due and payable.
- Section 19.10 Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.
- Section 19.11 No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.
- Section 19.12 Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

ARTICLE XX - RIGHT TO ASSIGN FUTURE INCOME

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

ARTICLE XXI - PERSONS AND UNITS SUBJECT TO DOCUMENTS

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

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

ARTICLE XXII - INSURANCE

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

Section 22.2 - Property Insurance.

(a) Property insurance covering:

- (i) The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any improvements and betterments whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundation below the undersurfaces of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and
 - (ii) All personal property owned by the Association.
- (b) Amounts. The project facilities for an amount equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date. Personal property owned by the Association for an amount equal to its actual cash value. The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.
- (c) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.
 - (d) Other Provisions. Insurance policies required by this Section shall provide that:

Owner or member of his or her household.

- (ii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
- (iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
 - (iv) Loss shall be adjusted with the Association.
- (v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and, in the absence of such designation, to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee.
- (vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.
- (vii) The name of the insured shall be substantially as follows: "Lexington Meadows Association, Inc. for the use and benefit of the individual Owners".
- Section 22.3 Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board, but in no event less than \$1,000,000, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements
 - (a) Other Provisions. Insurance policies carried pursuant to this Section shall provide that:
- (i) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association.
- (ii) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.
- (iii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
- (iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (v) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.
- Section 22.4 Fidelity Bonds. A blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three

- (3) months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Unit and to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason.
- Section 22.5 Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.
- Section 22.6 Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.
- Section 22.7 Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and Officers of the Association in such limits as the Executive Board may, from time to time, determine.
- Section 22.8—Other Insurance The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.
 - Section 22.9 Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XXIII - DAMAGE TO OR DESTRUCTION OF PROPERTY

- Section 23.1 Duty to Restore. Any portion of the Property is damaged or destroyed and for which insurance is required under Section 47-255 of the Connecticut General Statutes or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association unless:
 - (a) The Common Interest Community is terminated;
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (c) Eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.
- Section 23.2 Cost. The cost of repair or replacement in excess of insurance proceeds shall be a Common Expense.
- Section 23.3 Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners and fifty-one (51%) percent of Eligible Mortgagees.

Section 23.4 - Replacement of Less Than Entire Property.

- (a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community;
 - (b) Except to the extent that other persons will be distributees;
 - (i) The insurance proceeds attributable to Units and Limited Common Elements

that are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear, and

- (ii) The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units;
- (c) If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated on the vote as if the Unit had been condemned under Subsection (a) of Section 47-206 of the Connecticut General Statutes, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.
- Section 23.5 Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Association, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 23.1 (a) through Subsection 23.1 (c), the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association. Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.
- Section 23.6 Certificates by the Executive Board. A trustee, if any, may rely on the following certifications in writing made by the Executive Board:
 - (a) Whether or not damaged or destroyed Property is to be repaired or restored;
- (b) The amount(s) to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.
- Section 23.7 Certificates by Attorneys. If payments are to be made to Unit Owners or mortgagees, the Executive Board, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the Land Records of the City of Danbury and the Town of Bethel from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

ARTICLE XXIV - MAINTENANCE, REPAIR AND REPLACEMENT

- Section 24.1 Common Elements. The Association shall maintain, repair, and replace all of the Common elements, except the portions of the Limited Common elements which are required by this Declaration to be maintained, repaired, or replaced by the Unit Owners as provided in Articles V and VI hereof.
- Section 24.2 Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except the portions thereof to be maintained, repaired, or replaced by the Association.
- Section 24.3 Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations, or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires, and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not he Unit Owner is present at the time.
- Section 24:4 Repairs Resulting From Negligence. Each Unit Owner shall-reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently, or by his or her

failure to properly maintain, repair, or make replacements to his or her Unit or Limited Common Element, as applicable. The Association shall be responsible for damage to Units caused intentionally, negligently, or by its failure to maintain, repair or make replacements to the Common Elements.

ARTICLE XXV - RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 25.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 25.2 Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 25.3 - Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE 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, shall be open to the Unit Owners, except as hereafter provided.

Section 26.2 - Notice. Notice of every such meeting shall 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 office of the Association, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

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 Unit Owner, in either or 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 personnel, pending litigation or enforcement actions.

ARTICLE XXVII - EXECUTIVE BOARD

Section 27.1 - Minutes of Executive Board Meetings. The Executive Board shall permit any Unit Owner to inspect the Minutes of Executive Board meetings during normal business hours. The Minutes shall be available for inspection within fifteen (15) days after any such meeting.

Section 27.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, Rules, and Regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 5 of the Act,
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;
- (1) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsections (2) and (4) of Section 47-221 of the Connecticut General Statutes, and for services provided to Unit Owners;
- (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, and the Bylaws, Rules and regulations of the Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to this

Declaration, resale certificates required by Section 47-270 of the Connecticut General Statutes or statements of unpaid assessments;

- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;
- (p) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (q) Exercise any other powers conferred by this Declaration or the Bylaws;
- (r) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other powers necessary and proper for the governance and operation of the

 Association: and
- (t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing a committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Bard at its next regular meeting.
- (u) In the event the Association is notified of a pending foreclosure action of a Housing Opportunity Unit, as identified in Schedule B of Schedule A-7 Affordable Plan to the Declaration, by an institutional lender, the Association shall notify the Administrator of the Town of Bethel, as defined in Schedule A-7 Affordable Plan, in writing by certified mail, return receipt requested, within 72 hours of receipt of notice of the pending foreclosure.

Section 27.3 - 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.

ARTICLE XXVIII- CONDEMNATION

. . . .

If part or all of the Common Interest Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 47-206 of the Connecticut General Statutes.

ARTICLE XXIX - AFFORDABLE PLAN

If the entire Common Interest Community is developed for 115 units, 25% or 29 of those units will be designated as "Affordable Housing" as defined by Connecticut General Statutes Section 8-30(g). The specific homes designated as Affordable Homes (to be called "Housing Opportunity Units") are as set forth in the Affordable Plan which is attached hereto and made a part hereof as Schedule A-7. With regard to the number of units in the Common Interest Community presently declared, there are 11 Housing Opportunity Units provided, all as more specifically set forth in the Affordable Plan.

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ARTICLE XXX - MISCELLANEOUS

Section 30.1 - Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

Section 30.2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural and vice versa, whenever the context of the Documents so require

Section 30.3 - Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 30.4 - Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 30.5 - Conflict. The Documents are intend to comply with the requirements of Chapter 828 and Chapter 600 of the Connecticut General Statutes. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

Section 30.6 - Limited Liability. The obligations of the Declarant under this Declaration to the extent permitted by law, shall be those solely of the Declarant entity, a limited partnership formed under the laws of the State of Connecticut and of the property, real and personal, owned by the Declarant entity. There shall be no personal liability imposed on any partners constituting the Declarant from which such liability or responsibility the members or managers are released.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 18 day of DECEMBER 2001.

Signed. Sealed and Delivered in the Presence of:

BAKER RESIDENTIAL LIMITED PARTNERSHP BY BAKER COMPANIES, INC., Its General Partner

new YORK	
STATE OF CONNECTICUT)
west-chester	:2a (
COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged before me this 16 day of <u>December</u>, 2001 by <u>Document C. Greenburg</u> officer of Baker Companies, Inc., the General Partner of Baker Residential Limited Partnership, a Connecticut limited partnership, on behalf of the limited partnership.

T 15"

Rence Ellise

Notary Public

RENEE ELLISON 1
Notary Public, State of New York
No.01HO5021290
Qualified In Westchester County
Commission Expires Dec. 13, 2005

Schedule A-1 Entire Parcel

PERIMETER PROPERTY DESCRIPTION OF LEXINGTON MEADOWS PROPERTY OF BAKER RESIDENTIAL LIMITED PARTNERSHIP

BEGINNING AT A POINT LYING ON THE SOUTHERLY HIGHWAY LINE OF A CITY OF DANBURY HIGHWAY KNOWN AS SHELTER ROCK ROAD, BEING A NORTHWESTERLY CORNER OF LAND NOW OR FORMERLY OF TOWN OF BETHEL;

THENCE ALONG SAID LAND NOW OR FORMERLY OF TOWN OF BETHEL S29°25'21"E, 168.76 TO A POINT LYING ON THE DANBURY/BETHEL TOWN LINE;

THENCE TURNING AND CONTINUING ALONG SAID LAND NOW OR FORMERLY OF TOWN OF BETHEL, ALONG SAID DANBURY/BETHEL TOWN LINE, N52**00'00"E, 160.01' TO THE CENTER OF A BROOK, BEING THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND A WESTERLY BOUNDARY LINE OF OTHER LAND OF TOWN OF BETHEL;

THENCE TURNING AND RUNNING ALONG SAID OTHER LAND OF TOWN OF BETHEL, ALONG SAID CENTER OF BROOK, THE FOLLOWING COURSES AND DISTANCES: (S1°37'39"E, 13.56'), (S6°59'40"W, 37.85'), (S41°18'23"E, 59.41'), (S30°48'29"E, 53.23'), (S6°26'59"E, 46.01'), (S29°00'41"W, 30.23'), (S63°32'41"W, 38.63'), (S9°43'31"W, 31.05'), (S32°25'21"W, 60.61'), (S79°45'11"W, 34.13'), (S29°33'44"W, 103.47'), (S12°03'06"E, 50.36'), (S50°12'19"E, 32.53'), (S15°18'40"W, 122.78'), AND (S40°28"09"E, 71.03') TO THE CENTERLINE INTERSECTION OF ANOTHER BROOK RUNNING SOUTHWESTERLY THEREFROM, BEING A NORTHERLY CORNER OF LAND NOW OR FORMERLY OF CONNECTICUT LIGHT & POWER COMPANY;

THENCE TURNING AND RUNNING ALONG SAID LAND NOW OR FORMERLY OF CONNECTICUT LIGHT & POWER COMPANY, ALONG THE CENTER OF SAID BROOK RUNNING SOUTHWESTERLY THEREFROM, THE FOLLOWING COURSES AND DISTANCES: (\$20°08'31"W, 21.02'), (\$35°50'56"W, 102.41'), (\$23°03'05"W, 51.08'), (\$36°48'05"W, 38.08'), (\$85°25'34"W, 50.16'), (\$57°20'21"W, 46.32'), (\$36°19'37"W, 84.40'), (\$59°38'31"W, 81.12'), (\$25°41'37"W, 117.63'), (\$85°54'54"E, 51.62'), (\$17°21'14"W, 83.82'), (\$32°59'19"E, 67.96') AND (\$17°11'15"W, 47.45') TO A POINT, BEING THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND A NORTHEASTERLY CORNER OF LAND NOW OR FORMERLY OF STATE OF CONNECTICUT;

THENCE TURNING AND RUNNING ALONG A NORTHERLY BOUNDARY OF SAID LAND NOW OR FORMERLY OF STATE OF CONNECTICUT, IN PART, AND ALONG A NORTHERLY BOUNDARY LINE OF LAND NOW OR FORMERLY OF THE DEFONCE CONSTRUCTION CO., IN PART, S86°25'00"W, 710.79' TO A POINT, BEING THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND A SOUTHEASTERLY CORNER OF LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR.;

THENCE TURNING AND RUNNING ALONG AN EASTERLY BOUNDARY LINE OF SAID LAND NOW OR FORMERLY OF DONALD R. MARQUIS, IR., THE FOLLOWING COURSES AND DISTANCES:

(N25°50'45"E, 198.99"), (N1°13'45"W, 125.22"), (N9°37'20"E, 24.48"), (N13°05'10"E, 52.82"), (N17°36'35"E, 77.75") AND (N8°14'17"W, 80.93") TO A POINT LYING ALONG THE SOUTHERLY BOUNDARY LINE OF LAND NOW OR FORMERLY OF ALFRED L. RAGSDALE, IR., BEING THE AFOREMENTIONED DANBURY/BETHEL TOWN LINE;

THENCE TURNING AND RUNNING ALONG SAID SOUTHERLY BOUNDARY LINE OF LAND NOW OR FORMERLY OF ALFRED L. RAGSDALE, JR., IN PART, ALONG LAND NOW OR FORMERLY OF WALDEMAR & KATARZYNA STEPNIAK, IN PART AND ALONG LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR. IN PART, ALONG SAID DANBURY/BETHEL TOWN LINE N52°00'00"E, 665.45 TO A POINT, BEING THE SOUTHEASTERLY CORNER OF SAID LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR.;

THENCE TURNING AND CONTINUING ALONG SAID LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR. N10°01'15"E, 191.48' TO A POINT;

THENCE CONTINUING ALONG SAID LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR., ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00', A DISTANCE OF 33.48' TO A POINT;

THENCE CONTINUING ALONG SAID LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR. N0°56'23"W, 70.14' TO A POINT;

THENCE CONTINUING ALONG SAID LAND NOW OR FORMERLY OF DONALD R. MARQUIS, IR. ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00', A DISTANCE OF 46.47' TO A POINT LYING ON THE AFOREMENTIONED SOUTHERLY HIGHWAY LINE OF SHELTER ROCK ROAD, BEING THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE TURNING AND RUNNING ALONG SAID SOUTHERLY HIGHWAY LINE OF SHELTER ROCK ROAD, THE FOLLOWING COURSES AND DISTANCES: (N72°34'01"E, 18.35') AND (N66°11'55"E, 301.00') TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION INCLUDES AN AREA OF 18.354 ACRES

SCHEDULE A-1 - (Continued)

LEXINGTON MEADOWS PHASE I

Said premises and the property described in Schedule A-1 hereof are subject to the following:

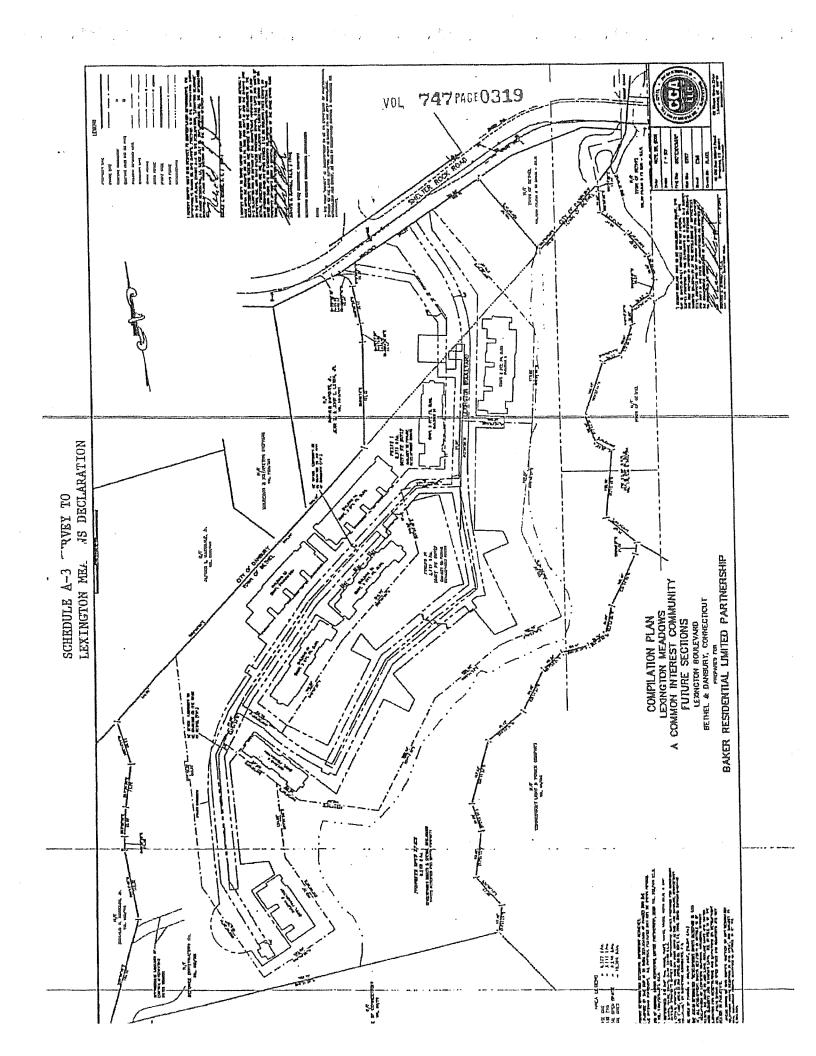
- 1. Any and all provisions of any federal, state or municipal ordinances, regulations or rules or public or private law, inclusive of zoning, inland wetlands, building and planning laws, rules and regulations, Planning Commission and Environmental Impact Commission conditions of approval and variances from said regulations and other limitations of use imposed by governmental authority.
- 2. Taxes of the City of Danbury and Town of Bethel, including taxes resulting from any reassessment or reallocation from the creation of the Common Interest Community or the issuance of a Certificate of Occupancy for any Unit in the Community, which become due and payable after the date of the delivery of the deed for each specific Unit to a purchaser.
- 3. Public improvement assessments, and/or unpaid installments thereof, due the City of Danbury and Town of Bethel.
- Such facts as an accurate survey and/or inspection of the premises might reveal.
- Easements, restrictions, covenants and encroachments as of record may appear, or as disclosed by an inspection of the subject premises.
- 6. Conditions imposed by the Planning Commission of the Town of Bethel and the Planning Commission of the City of Danbury pursuant to its approval of the Community.
- Notes, notations and easement as shown on the Survey of the Property.
- 8. The right to create restrictions and/or to grant easements for any and all purposes over the Property, Common Elements, Limited Common Elements and Units, and in furtherance thereof to construct and convey Improvements within those easements, for utilities, and for purposes of vehicular or pedestrian access and for any other purpose for the benefit of the Condominium and for the benefit of any area in which a Development Right is reserved, regardless of whether such right is exercised or such real property subject to Development Rights is made a part of the Condominium.
- 9. The right to grant conservation easements to the City of Danbury and Town of Bethel, the Association or other entities over the Common Elements, Limited Common Elements and Units, and to convey Improvements within those easements.

- 10. The right to enter into and/or modify agreements with the City of Danbury and Town of Bethel regarding the maintenance of drainage structures such as storm water detention basins or ditches, and conservation areas, and the creation and funding of monetary accounts for such purpose which will be binding on the Association.
- 11. The right of the Declarant to exchange a portion of the Property for an approximately equal portion of adjoining real estate to correct an encroachment on the Property.
- 12. The right of the Declarant to enter into an agreement with the appropriate parties to allow school buses to enter and create stops on the Property.
- 13. Riparian rights of others in and to any stream or brook crossing said premises.
- 14. Water and sewer use charges to the Town of Bethel and the City of Danbury.
- 15. Easement to The Connecticut Light and Power Company dated October 12, 1977 and recorded October 18, 1977 in Volume 178, Page 238 of the Bethel Land Records. Reference is also made to File 16, Map 82.
- 16. Building set back lines, notes, drainage easement and Wetlands areas as shown on File 23, Map 84 of the Town of Bethel.
- 17. Pole Permit from S. F. Walters in favor of The Southern New England Telephone Company dated March 26, 1914 and recorded April 7, 1914 in Volume 150, Page 52 of the Danbury Land Records, and as shown on Map No. 949 on file in the Danbury Town Clerk's Office.
- 18. Easement to The Connecticut Light and Power Company dated October 12, 1977 and recorded December 1, 1977 in Volume 603, Page 358 of the Danbury Land Records.
- 19. Temporary and permanent rights noted on Map No. 9016 referenced in a Quit Claim Deed from Michael E. and Dolores R. Walters to the City of Danbury dated July 29, 1988 and recorded November 17, 1988 in Volume 904, Page 757 of the Danbury Land records.
- 20. Twenty (20') foot slope easement as shown on Map No. 10485.
- 21. State of Facts shown on Map #82 in Map File #16 and on Map #84 in Map File #23.
- 22. Notes, easements and state of facts as set forth and shown on Map #10485 and Map #949 in the Danbury Land Records.

- 23. Grant of Special Exception from the City of Danbury Planning Commission dated April 13, 2000 and recorded April 28, 2000 in Volume 1305, Page 150 of the Danbury Land Records.
- 24. Unconditional easement of access and egress by vehicle or pedestrian use and for utility installation, maintenance and repair over, under and above the land area shown as Phase I on Schedule A-3 hereof from and to Shelter Rock Road for the benefit and use of the land area shown as Phase II on Schedule A-3 hereof.

YOL 747 PAGE 0318
SCHEDULE A-2 TABLE OF INTERESTS

	Bldg.	Unit		Unit	Square		Undivided Interest	Common Charge	
Phase	No.	Na.	St. Address	Type	Footage	Vote	Common Element	Assessments	
1	1	0100	100 Lexington Boulevard	Н	2045	1	2.564100%	2.564100%	
1	1	0102	102 Lexington Boulevard	G	2198	1	2.564100%	2.564100%	
1	1	0104	104 Lexington Boulevard	G	2198	1	2.564100%	2.564100%	
1	1	0106	106 Lexington Boulevard	G	2198	1	2.564100%	2.564100%	
4	1	0108	108 Lexington Boulevard	G	2198	1	2.564100%	2.564100%	
1	1	0110	110 Lexington Boulevard	G	2198	1	2.564100%	2.564100%	
1	1	0112	112 Lexington Boulevard	G	2198	1	2.564100%	2.564100%	
1	1	0114	114 Lexington Boulevard	Н	2045	1	2.564100%	2.564100%	
- 1	14		1514 Lexington Boulevard		2045,	1_	2.564100%	2,564100%	-
1	14	1412	1512 Lexington Boulevard	G	2198	1	2.564100%	2.564100%	
1	14	1410	1510 Lexington Boulevard	G	2198	1	2.564100%	2.564100%	
1	14	1408	1508 Lexington Boulevard	G	2198	1	2.564100%	2.564100%	
1	14	1406	1506 Lexington Boulevard	G	2198	†	2.564100%	2.584100%	
1	14	1404	1504 Lexington Boulevard	G	2198	1	2.564100%	2.564100%	
1	14	1402	1502 Lexington Boulevard	G	2198	1	2.564100%	2.564100%	
1	14	1400	1500 Lexington Boulevard	. H	2045	1	2.564100%	2.564100%	
1	15	1501	201 Lexington Boulevard	Ε	1832	1	2.564100%	2.564100%	
1	15	1503	203 Lexington Boulevard	С	1785	1	2.564100%	2.564100%	
1	15	1505	205 Lexington Boulevard	С	1785	1	2.564100%	2.564100%	
1	15	1507	207 Lexington Boulevard	C	1785	1	2.564100%	2.584100%	
1	15	1509	209 Lexington Boulevard	С	1785	1	2.564100%	2.564100%	
1	15	1511	211 Lexington Boulevard	A	1350	1	2.564100%	2.564100%	
1	15	1513	213 Lexington Boulevard	E	1832	1	2.564100%	2.564100%	
1	19	1915	1015 Lexington Boulevard	Ε	1832	1	2.564100%	2.564100%	
1	19	1913	1013 Lexington Boulevard	А	1350	1	2.564100%	2.564100%	
1	19	1911	1011 Lexington Boulevard	A	1350	1	2.564100%	2.564100%	
1	19	1909	1009 Lexington Boulevard	Α	1350	1	2.564100%	2.564100%	
1	· 19	1907	1007 Lexington Boulevard	Α	1350	• 1	2.564100%	2.564100%	
1	19	1905	1005 Lexington Boulevard	C	1785	1	2.564100%	2.564100%	
1	19	1903	1003 Lexington Bouleyard	С	1785	1	2.564100%	2.564100%	
1	19	1901	1001 Lexington Boulevard	E	1832	1	2.564100%	2.564100%	
1	20		1215 Lexington Boulevard	E	1832	1	2.564100%	2.564100%	
1	20	2013	1213 Lexington Boulevard	Α	1350	1	2.564100%	2.564100%	
 	20		1211 Lexington Boulevard	A_		1	2.564100%,	2564100%	
1	20	2009	1209 Lexington Boulevard	A	1350	1	2.564100%	2.564100%	
1	20	2007	1207 Lexington Boulevard	Α	1350	1 `	2.564100%	2.564100%	
1	20	2005	1205 Lexington Boulevard	Α	1350	1	2.564100%	2.564100%	
1	20	2003	1203 Lexington Boulevard	A	1350	1	2.564100%	2.564100%	
1	20	2001	1201 Lexington Boulevard	E	1832	1	2.564100%	2.564100%	

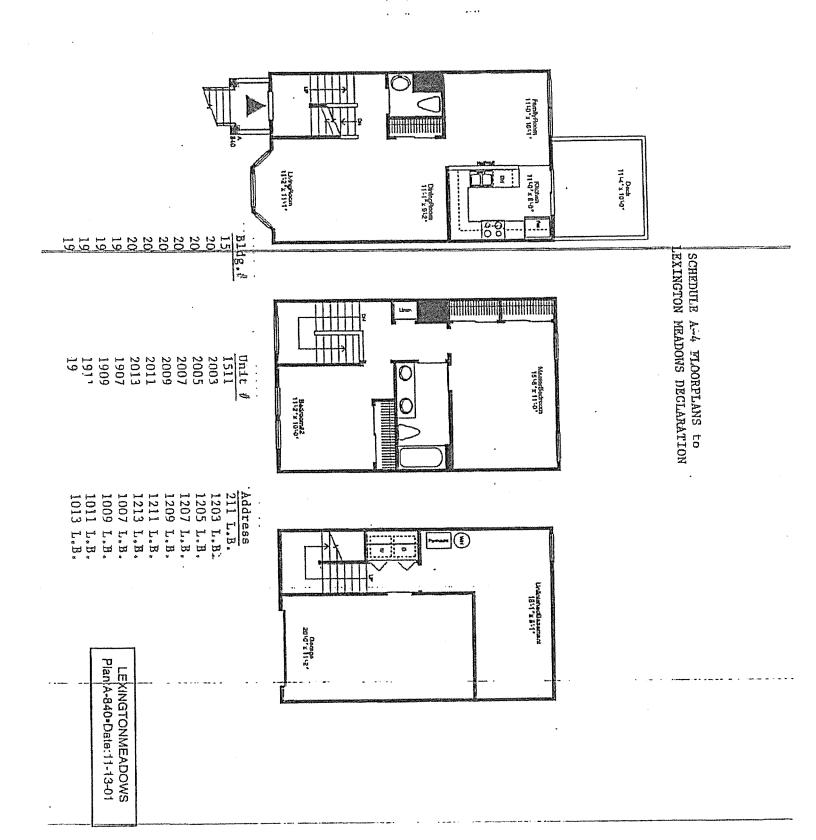


SCHEDULE A-4 TO DECLARATION OF CONDOMINIUM

PLANS FOR BUILDINGS 1, 14, 15, 19 & 20 UNIT TYPES A, C, E, G & H

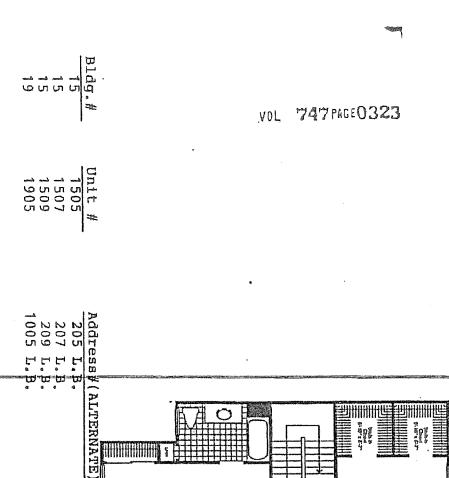
The following 12 pages show typical floor plans for the various models of Units in the Condominium. The appropriate unit number designation for each model is shown on each plan.

It should be noted that all dimensions and all sizes shown on said plans are nominal dimensions and sizes and are subject to variation due to field conditions and/or construction procedures. There is no guarantee or warranty that the completed unit as constructed will conform exactly to the plans as shown herein.



(1)

LEXINGTONMEADOWS
Plan C-641*Date: 11-13-01

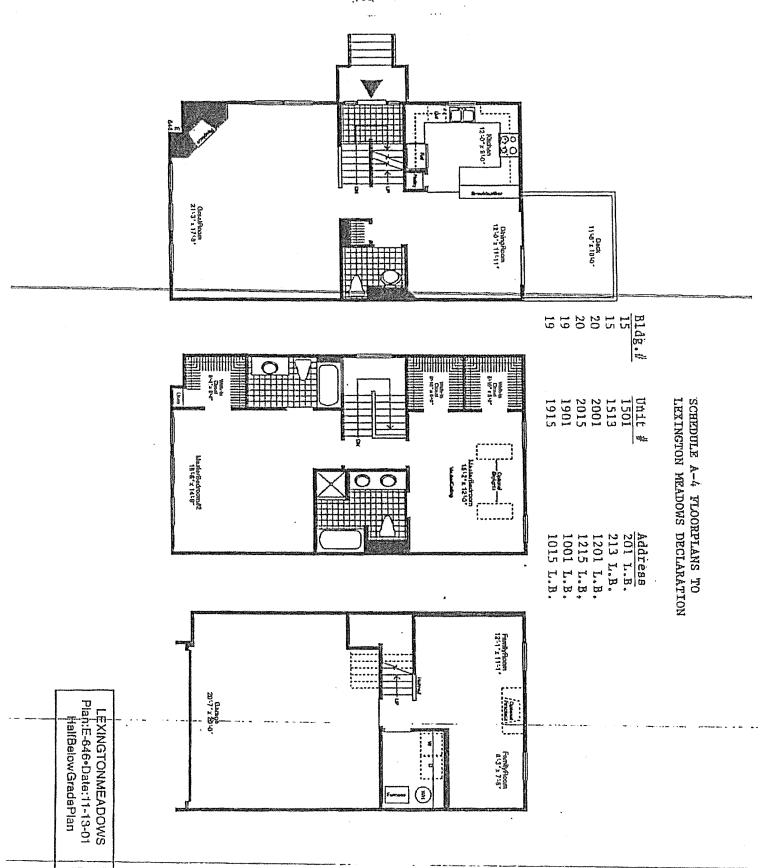


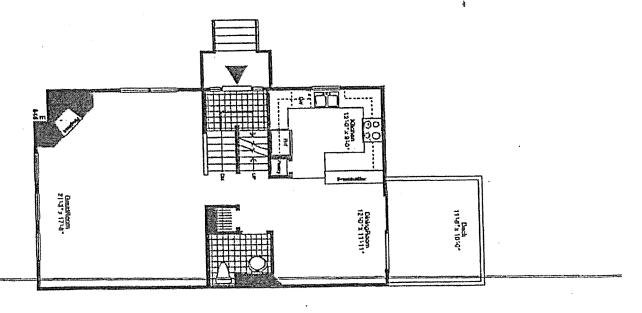
September 1

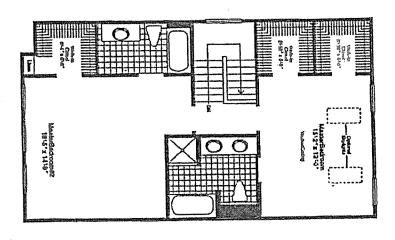
SCHEDULE A-4 FIOORPLANS TO LEXINGTON HEADOWS DECLARATION

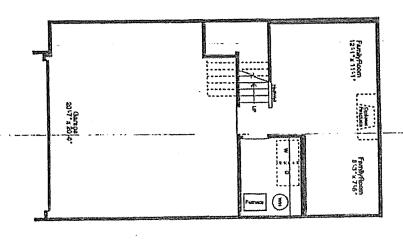
Andrea Centre

LEXINGTON MEADOWS
Plan: C-541 • Date: 11-13-01
Alternate Second Level Plan





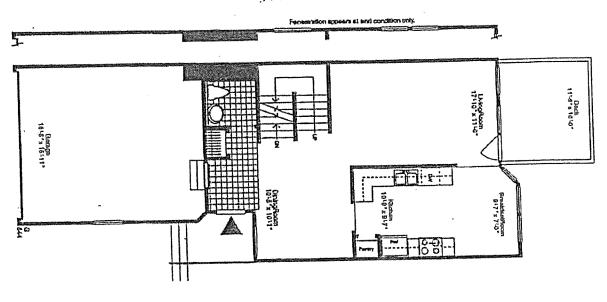


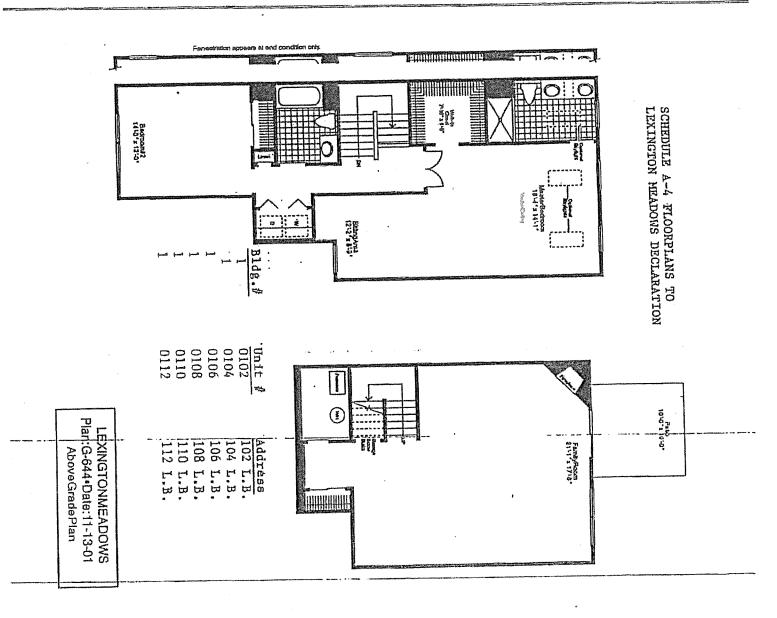


SCHEDULE A-4 FLOORPLANS TO LEXINGTON MEADOWS DECLARATION

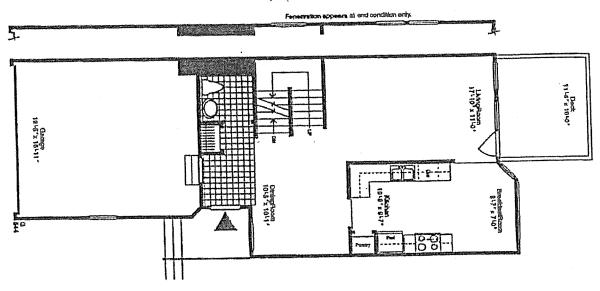
LEXINGTONMEADOWS
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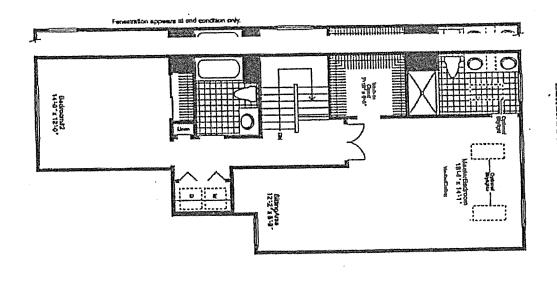
VOL 747 PAGE 0326



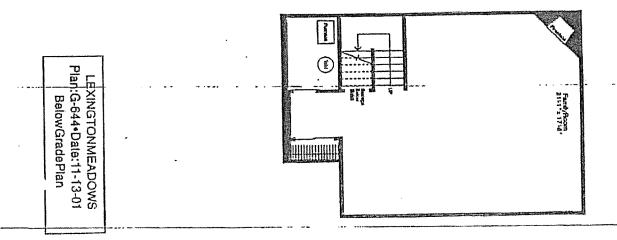


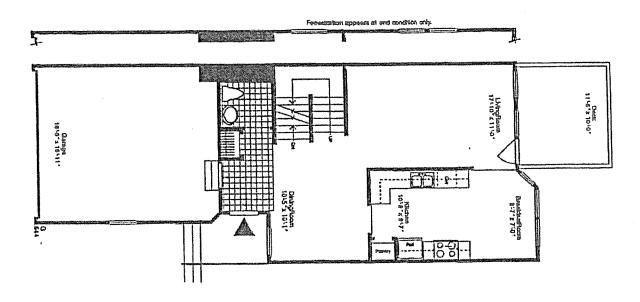
VOL 747 PAGE 0327

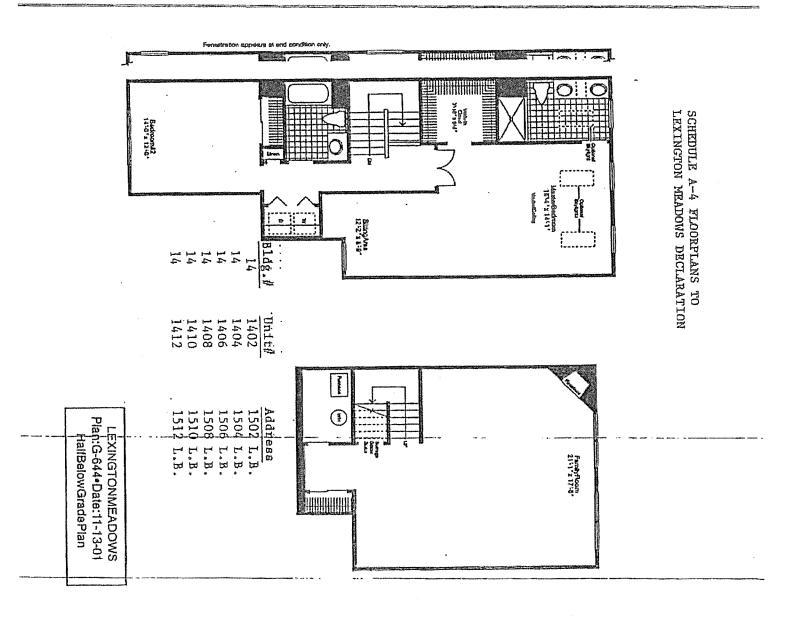


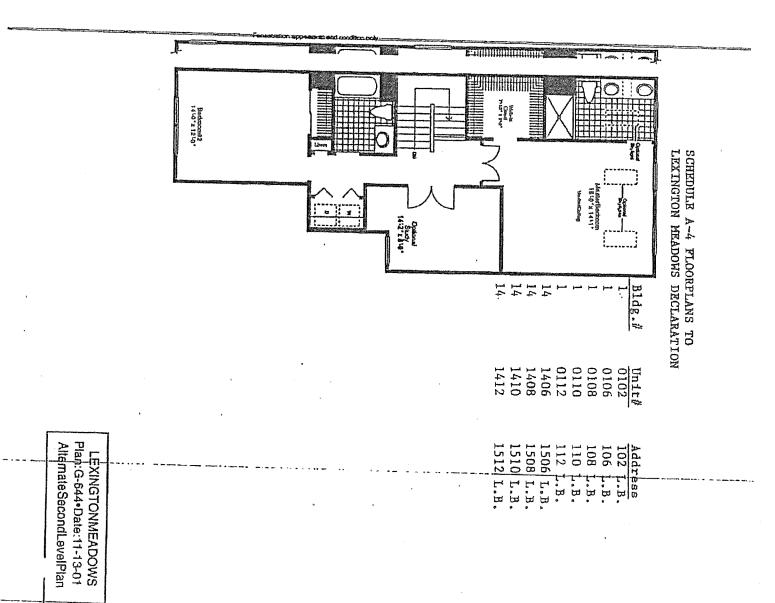


SCHEDULE A-4 FLOORPLANS TO LEXINGTON MEADOWS DECLARATION

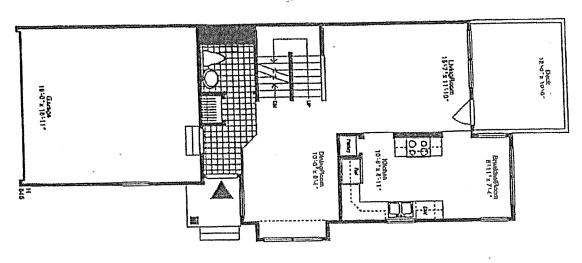


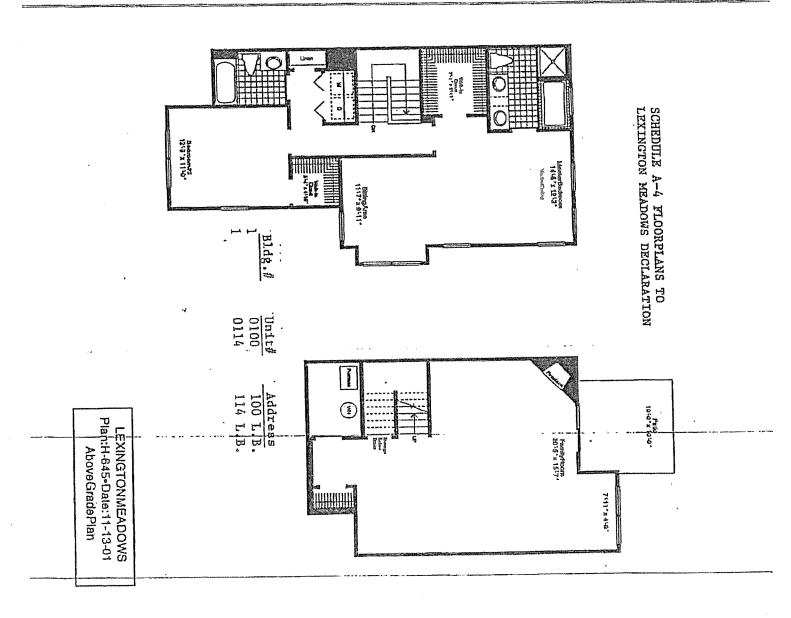


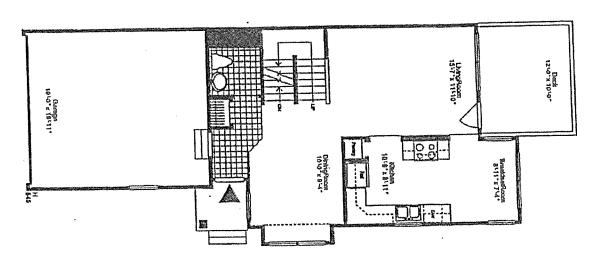


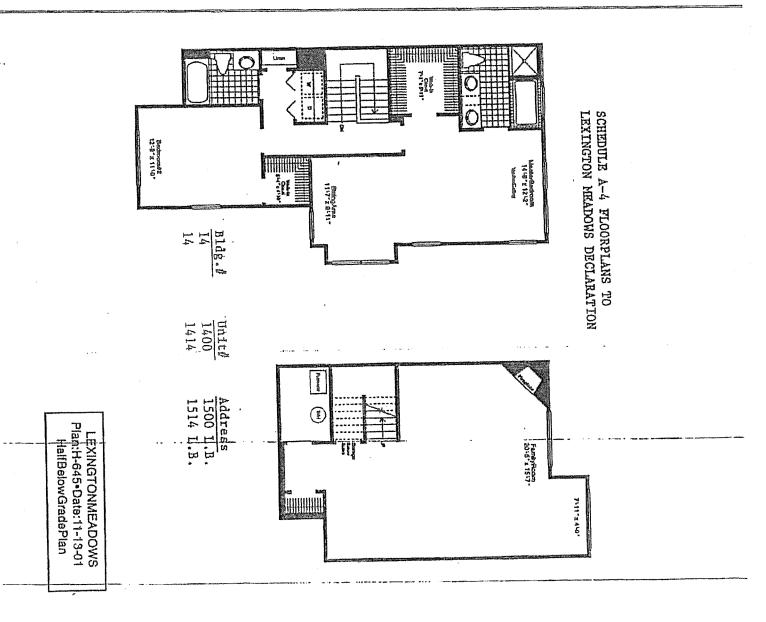


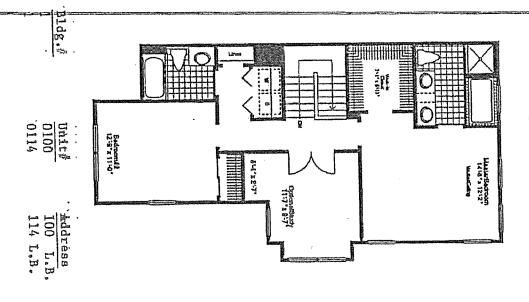
VOL 747 PAGE 0334











SCHEDULE A-4 FLOORPLANS TO LEXINGTON MEADOWS DECLARATION

LEXINGTONMEADOWS
Plan:H-645.Date:11-13-01
AltemateSecondLevelPlan

VOL 747 PAGE 0333 SCHEDULE A-5

ENGINEER'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Lexington Meadows by Baker Residential Limited Partnership recorded contemporaneously herewith in the Land Records of the Town of Bethel and the City of Danbury.

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

 That all structural components of the buildings containing the Units of Lexington Meadows are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Compilation Plan" and the plans attached as Schedule A-4 entitled "Plans for Buildings 1, 14, 15, 19 & 20"

 That said certificate is made pursuant to the provisions of Section 47-220 of the Common Interest Ownership Act of the Connecticut General Statutes.

Dated: <u>December 03, 2001</u>

Name: Ronald Age, P.E. CCA, LLC.

Registered Engineer

Registration No. 20616
Buildings "1,14,15,19 & 20" only

VOL 747 PAGE 0334 Schedule A-6

DESCRIPTION OF LAND OF LEXINGTON MEADOWS SUBJECT TO DEVELOPMENT RIGHTS

BEGINNING AT A POINT LYING ON THE SOUTHERLY HIGHWAY LINE OF A CITY OF DANBURY HIGHWAY KNOWN AS SHELTER ROCK ROAD, BEING A NORTHWESTERLY CORNER OF LAND NOW OR FORMERLY OF TOWN OF BETHEL;

THENCE ALONG SAID LAND NOW OR FORMERLY OF TOWN OF BETHEL S29°25'21"E, 168.76' TO A POINT LYING ON THE DANBURY/BETHEL TOWN LINE;

THENCE TURNING AND CONTINUING ALONG SAID LAND NOW OR FORMERLY OF TOWN OF BETHEL, ALONG SAID DANBURY/BETHEL TOWN LINE, N52*00'00'E, 160.01' TO THE CENTER OF A BROOK, BEING THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND A WESTERLY BOUNDARY LINE OF OTHER LAND OF TOWN OF BETHEL;

THENCE TURNING AND RUNNING ALONG SAID OTHER LAND OF TOWN OF BETHEL, ALONG SAID CENTER OF BROOK, THE FOLLOWING COURSES AND DISTANCES: (\$1°37'39"E, 13.56'), (\$6°59'40"W, 37.85'), (\$41°18'23"E, 59.41'), (\$30°48'29"E, 53.23'), (\$6°26'59"E, 46.01'), (\$29°00'41"W, 30.23'), (\$63°32'41"W, 38.63'), (\$9°43'31"W, 31.05'), (\$32°25'21"W, 60.61'), (\$79°45'11"W, 34.13'), (\$29°33'44"W, 103.47'), (\$12°03'06"E, 50.36'), (\$50°12'19"E, 32.53'), (\$15°18'40"W, 122.78'), AND (\$40°28"09"E, 71.03') TO THE CENTERLINE INTERSECTION OF ANOTHER BROOK RUNNING SOUTHWESTERLY THEREFROM, BEING A NORTHERLY CORNER OF LAND NOW OR FORMERLY OF CONNECTICUT LIGHT & POWER COMPANY;

THENCE TURNING AND RUNNING ALONG SAID LAND NOW OR FORMERLY OF CONNECTICUT LIGHT & POWER COMPANY, ALONG THE CENTER OF SAID BROOK RUNNING SOUTHWESTERLY THEREFROM, THE FOLLOWING COURSES AND DISTANCES: (\$20°08'31"W, 21.02'), (\$35°50'56"W, 102.41'), (\$23°03'05"W, 51.08'), (\$66°48'05"W, 38.08'), (\$85°25'34"W, 50.16'), (\$57°20'21"W, 46.32'), (\$36°19'37"W, 84.40'), (\$59°38'31"W, 81.12'), (\$25°41'37"W, 117.63'), (\$8°54'54"E, 51.62'), (\$17°21'14"W, 83.82'), (\$32°59'19"E, 67.96') AND (\$17°11'15"W, 47.45') TO A POINT, BEING THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND A NORTHEASTERLY CORNER OF LAND NOW OR FORMERLY OF STATE OF CONNECTICUT;

THENCE TURNING AND RUNNING ALONG A NORTHERLY BOUNDARY OF SAID LAND NOW OR FORMERLY OF STATE OF CONNECTICUT, IN PART, AND ALONG A NORTHERLY BOUNDARY LINE OF LAND NOW OR FORMERLY OF THE DEFONCE CONSTRUCTION CO., IN PART, S86°25'00"W, 710.79' TO A POINT, BEING THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND A SOUTHEASTERLY CORNER OF LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR.;

THENCE TURNING AND RUNNING ALONG AN EASTERLY BOUNDARY LINE OF SAID LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR., THE FOLLOWING COURSES AND

(N25°50'45"E, 198.99"), (N1°13'45"W, 125.22"), (N9°37'20"E, 24.48"), (N13°05'10"E, 52.82"), (N17°36'35"E, 77.75") AND (N8°14'17"W, 80.93") TO A POINT LYING ALONG THE SOUTHERLY BOUNDARY LINE OF LAND NOW OR FORMERLY OF ALFRED L. RAGSDALE, JR., BEING THE AFOREMENTIONED DANBURY/BETHEL TOWN LINE;

THENCE TURNING AND RUNNING ALONG SAID SOUTHERLY BOUNDARY LINE OF LAND NOW OR FORMERLY OF ALFRED L. RAGSDALE, IR., IN PART, ALONG LAND NOW OR

FORMERLY OF WALDEMAR & KATARZYNA STEPNIAK, IN PART AND ALONG LAND NOW OR FORMERLY OF DONALD R. MARQUIS, IR. IN PART, ALONG SAID DANBURY/BETHEL TOWN LINE N52°00'00"E, 665.45'TO A POINT, BEING THE SOUTHEASTERLY CORNER OF SAID LAND NOW OR FORMERLY OF DONALD R. MARQUIS, IR.;

THENCE TURNING AND CONTINUING ALONG SAID LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR. N10°01'15"E, 191.48' TO A POINT;

THENCE CONTINUING ALONG SAID LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR., ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00', A DISTANCE OF 33.48' TO A POINT;

THENCE CONTINUING ALONG SAID LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR. N0°56'23"W, 70.14' TO A POINT;

THENCE CONTINUING ALONG SAID LAND NOW OR FORMERLY OF DONALD R. MARQUIS, IR. ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00', A DISTANCE OF 46.47' TO A POINT LYING ON THE AFOREMENTIONED SOUTHERLY HIGHWAY LINE OF SHELTER ROCK ROAD, BEING THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL:

THENCE TURNING AND RUNNING ALONG SAID SOUTHERLY HIGHWAY LINE OF SHELTER ROCK ROAD, THE FOLLOWING COURSES AND DISTANCES: (N72°34'01"E, 18.35') AND (N66°11'55"E, 301.00') TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION INCLUDES AN AREA OF 18,354 ACRES

VOL 747 PAGE 0336 SCHEDULE A-7

AFFORDABILITY PLAN

LEXINGTON MEADOWS

SHELTER ROCK ROAD BETHEL, CONNECTICUT

AFFORDABILITY PLAN

INTRODUCTION

Pursuant to the terms and conditions of the Bethel Planning and Zoning Commission's (the "Commission") approval of an affordable housing complex located on Shelter Rock Road, Bethel, Connecticut, and known as Lexington Meadows Condominiums, Baker Residential Limited Partnership ("Developer") hereby submits the premises described in Schedule A annexed to this Affordability Plan.

Under this plan twenty-five percent (25%) of the homes of the Community will be designated as "Housing Opportunity Units" that will meet the criteria for "affordable housing" as defined in Connecticut General Statutes ("C.G.S.") Section 8-30g. This Affordability Plan describes how the regulations regarding affordability will be administered.

AFFORDABILITY PLAN

I. Homes Designated for Affordable Housing.

Twenty-five percent (25%), or twenty-nine (29) of the homes of the Community will be designated as affordable housing, as defined by C.G.S. Section 8-30g. The specific homes designated as affordable housing (to be called "Housing Opportunity Units") shall be as set forth in Schedule B attached hereto.

II. Thirty (30) Year Period.

The Housing Opportunity Units shall be designated as affordable housing units for thirty (30) years. The thirty (30) year affordability period shall be calculated separately for each Housing Opportunity Unit, and the period shall begin on the date of conveyance of such Housing Opportunity Unit from the Developer or its successors or assigns to an eligible purchaser, as hereinafter defined.

III. Pro-Rata Construction.

To the extent possible, the Housing Opportunity Units shall be built on a pro rata basis as construction of the Community proceeds. It is the Developer's intent, therefore, to build and offer for sale the market rate homes and the Housing Opportunity Units in accordance with the proposed construction and phasing schedule in Schedule G attached.

IV. Nature of Construction of Housing Opportunity Units and Market- Rate Units.

Within the Community, model homes ("Model Homes"), as more fully depicted and described in Schedule C attached hereto, shall be the basic models for market-rate homes. The square footage of Housing Opportunity Units shall be no less than seventy percent (70%) of the square footage of the Model Homes and shall be, at a minimum, constructed in conformance with the architectural design and materials specified in Schedule C. However, nothing in this Affordability Plan shall prohibit the purchaser of a market-rate home from finishing a unit differently from the Model Homes or from utilizing materials different from those used in the Model Homes provided that no unit shall have more than two (2) bedrooms.

V. Entity Responsible for Administration and Compliance.

This Affordability Plan will be administered by the Commission, 1 School Street, Bethel, Connecticut, or its designees, successors and assigns ("Administrator"). The Administrator shall submit a status report to the Town on compliance with this Affordability Plan annually on or about January 1. Notwithstanding any of the above, the Developer will serve as the Administrator for the initial sales and will be responsible for administering the Plan including all costs associated.

VI. Notice of Initial Sale of Housing Opportunity Units.

Except as provided in Section IX hereof, the Administrator shall provide notice of the availability of each Housing Opportunity Unit for purchase from the Developer (the "Notice of

Initial Sale"). Such notice shall be provided, at a minimum, by advertising at least two times in a newspaper of general circulation in the Town. The Developer shall bear the cost of such advertising. The Administrator shall also provide such notice to the Commission, the Town of Bethel, the Bethel Housing Authority and the Bethel Board of Education. Such notice shall include a description of the available Housing Opportunity Unit(s), the eligibility criteria for potential purchasers, the Maximum Sale Price (as hereinafter defined), and the availability of application forms and additional information. All such notices shall comply with the federal Fair Housing Act, 42 U.S.C. Section 3601 et seq. and the Connecticut Fair Housing Act, C.G.S. Sections 46a-64b, 64c (together, the "Fair Housing Acts").

VII. Purchaser Eligibility.

Eleven (11) of the homes to be offered for sale shall be offered to families whose income is less than or equal to sixty percent (60%) of the area or statewide median income, whichever is less. Eighteen (18) of the homes to be offered for sale shall be offered to families whose income is greater than sixty percent (60%) but less than or equal to eighty percent (80%) of the area or statewide median income, whichever is less. The area and statewide median income shall be as determined by the U.S. Department of Housing and Urban Development ("HUD").

VIII. Application Process.

A family or household seeking to purchase one of the Housing Opportunity Units ("Applicant") must complete an application to determine eligibility. The application form and process shall comply with the Fair Housing Act.

A. Application Form.

The application form shall be provided by the Administrator and shall include an income pre-certification eligibility form and an income certification form. In general, income for purposes of determining an Applicant's qualification shall include the Applicant family's total anticipated income from all sources for the twelve (12) month period following the date the application is submitted ("Application Date"). If the Applicant's financial disclosures indicate that the Applicant may experience a significant change in the Applicant's future income during the twelve (12) month period, the Administrator shall not consider this change unless there is a reasonable assurance that the change will in fact occur. The Applicant's income need not be re-verified after the time of initial purchase. In determining what is and is not to be included in the definition of family annual income, the Administrator shall use the criteria set forth by HUD and listed on Schedule D, attached.1

B. Applicant Interview.

¹ See 24 C.F.R. 813.106. Federal regulations are subject to change, and it is the intent of this Affordability Plan to follow HUD regulations with respect to income certification, as such regulations may be amended from time to time.

The Administrator shall interview an Applicant upon submission of the completed application. Specifically, the Administrator shall, during the interview, undertake the following:

- 1. Review with the Applicant all the information provided on the application.
- Explain to the Applicant the requirements for eligibility, verification procedures, and the penalties for supplying false information.
- Verify that all sources of family income and family assets have been listed in the application. The term "family" shall be as defined by the Zoning Regulations of the Town of Bethel.
- Request the Applicant to sign the necessary release forms to be used in verifying income. Inform the Applicant of what verification and documentation must be provided before the application is deemed complete.
- Inform the Applicant that a certified decision as to eligibility cannot be made until all items on the application have been verified.
- 6. Review with the Applicant the process and restrictions regarding re-sale.
- C. Verification of Applicant's Income.

Where it is evident from the income certification form provided by the Applicant that the Applicant is not eligible, additional verification procedures shall not be necessary. However, if the Applicant appears to be eligible, the Administrator shall issue a precertification letter. The letter shall indicate to the Applicant and the Developer that the Applicant is income eligible, subject to the verification of the information provided in the Application. The letter will notify the Applicant that he/she will have thirty (30) days to submit all required documentation.

If applicable, the Applicant shall provide the documentation listed on Schedule E attached hereto, to the Administrator. This list is not exclusive, and the Administrator may require any other verification or documentation, as the Administrator deems necessary.

IX. Prioritization of Applicants for Initial Sale.

If, after publication of the Notice of Initial Sale as described in Section VI hereof, the number of qualified Applicants exceeds the number of Housing Opportunity Units, then the Administrator shall establish a priority list of applicants based on a "first come, first served" basis, subject to the applicant's income pre-certification eligibility and the preferences as established in this Section IX. The Housing Opportunity Units will then be offered according to the applicant's numerical listing. In the event the Community is built in phases, the same procedure shall be held for each phase.

Employees of the Town who meet the income eligibility criteria as set forth in Section VII hereof shall be given first preference in the purchase of the Housing Opportunity Units. "Employees of the Town" shall mean full time employees of the Town or of the Bethel Board of Education. If a purchase and sale agreement with a Town or Board of Education employee is not executed within forty-five (45) days of the publication of the Notice of Initial Sale, the home may then be sold without any preference. This preference category is subject to revision as may be required by the federal Office of Fair Housing and Equal Opportunity. This preference shall apply to the initial sales, but not to subsequent re-sales, of the Housing Opportunity Units.

X. Maximum Initial Sale Price.

Calculation of the maximum initial sale price ("Maximum Initial Sale Price") for a Housing Opportunity Unit, so as to satisfy C.G.S. Sections 8-30g and 8-39a, shall utilize the lesser of the area median income data for the Town or the statewide median income as published by HUD as in effect on the day a purchase and sale agreement is accepted by the owner of the Housing Opportunity Unit ("Owner"). The Maximum Initial Sale Price shall be calculated as follows:

ations based 9 data.
•

Hill aviantan

7.	Subtract item 6 from item 5 to determine the amount available for mortgage principal and interest:	\$ 498
8.	Apply Item 7 to a reasonable mortgage term (such as 30 years) at a reasonably available interest rate (7.25% current CHFA rate for the sample calculation) to determine the mortgage amount:	\$73,000
9.	Assume 20% down payment:	\$18,250
10.	Add items 8 and 9 to determine the MAXIMUM SALE PRICE:	\$91,250

the transfer of the contract o

Example of Calculation of Sales Price for a family earning between 60% and 80% of Median Income:

1.	Determine lower of area or statewide median Income for a family of four (4):	\$62,800
2.	Determine the adjusted income for a family of Three (3) by calculating 90% of item 1:	\$56,520
3.	Calculate 80% of Item 2:	\$45,216
4	Calculate 30% of item 3 representing the maximum portion of a family's income that may be used for housing:	\$ <u>13,565</u>
5.	Divide item 4 by twelve (12) to determine the Maximum monthly outlay:	\$ 1131
6.	Determine by reasonable estimate monthly expenses, including real estate taxes (\$215), homeowner's association assessments (\$90), utilities (\$100) and insurance (\$10):	\$ 415
7.	Subtract Item 6 from Item 5 to determine the amount available for mortgage principal and interest:	\$ 716
8.	Apply item 7 to a reasonable mortgage term (such as 30 years) at a reasonably available interest rate (7.25% current CHFA rate for the sample calculation) to determine the mortgage amount:	\$105,000
9.	Assume 20% down payment:	\$26,250
10.	Add Items 8 and 9 to determine MAXIMUM SALES PRICE:	\$131,250

Principal Residence.

Housing Opportunity Units shall be occupied only as an Owner's principal residence. Other than the rights that the Developer shall have to lease the Housing Opportunity Units, leasing of Housing Opportunity Units by the Owner shall be prohibited.

XI. Requirement to Maintain Condition.

All Owners are required to maintain their homes. The Owner shall not destroy, damage or impair the home, allow the home to deteriorate, or commit waste on the home. When a Housing Opportunity Unit is offered for re-sale, the Administrator shall cause the home to be inspected.

XII. Resale of a Housing Opportunity Unit.

An Owner may sell his Housing Opportunity Unit at any time, provided that the Owner complies with the restrictions concerning the sale of homes as set forth in this Affordability Plan and in the deed attached hereto as Schedule F (the "Statutory Warranty Deed"). If the Owner wishes to sell, the Owner shall notify the Administrator in writing by certified mail, return receipt requested. The Administrator shall then work with the Owner to calculate a Maximum Resale Price, as set forth in this Section XIII. The Administrator shall publish notice of the availability of the home in the same manner as was followed for the initial sale, as set forth in Section VI above. The Owner shall pay the Administrator a fee of five hundred dollars (\$500.00) to cover the cost of administering the sale, including, but not limited to the cost of said publication. The Administrator shall bring any purchase offers received to the attention of the Owner.

The Maximum Resale Price shall mean the Initial Sale Price of a Housing Opportunity Unit ("Base Price") as adjusted by the Resale Index ("Index"). The Index shall mean the calculated percentage of change in the median income for a household of four in the State of Connecticut using the income guidelines as published by HUD. Said measure shall be calculated from the time of the Initial Sale to the time of the Resale. The Base Price shall be multiplied by the Resale Index to establish the maximum Resale Price.

The Owner may hire a real estate broker or otherwise individually solicit offers, independent of the Administrator's action, from potential purchasers. The Owner shall inform any potential purchaser of the affordability restrictions before any purchase and sale agreement is executed by furnishing the potential purchaser with a copy of this Affordability Plan. The purchase and sale agreement shall contain a provision to the effect that the sale is contingent upon a determination by the Administrator that the potential purchaser meets the eligibility criteria set forth in this Plan. Once the Owner and potential purchaser execute the purchase and sale agreement, the potential purchaser shall immediately notify the Administrator in writing. The Administrator shall have thirty (30) days from such notice to determine the eligibility of the potential purchaser in accordance with the application process set forth in Section VIII above. The Administrator shall notify the Owner and the potential purchaser of its determination of eligibility in writing within said thirty (30) day period. If the Administrator determines that the potential purchaser is not eligible, the purchase and sale

agreement shall be void, and the Owner may solicit other potential purchasers. If the Administrator determines that the potential purchaser is eligible, the Administrator shall provide the potential purchaser and the Owner with a signed certification, executed in recordable form, to the effect that the sale of the particular Housing Opportunity Unit has complied with the provisions of this Affordability Plan. The owner shall bear the cost of recording the certification.

XIII. Enforcement.

A violation of this Affordability Plan or the Deed Restrictions shall not result in a forfeiture of title, but the Commission shall otherwise retain all enforcement powers granted by the C.G.S., including Section 8-12, which powers include, but are not limited to, the authority, at any reasonable time, to inspect the property and to examine the books and records of the Administrator to determine compliance of Housing Opportunity Units with the affordable housing regulations.

XIV: Deed Restrictions.

The Deed Restrictions shall be included in each deed of a Housing Opportunity Unit during the thirty (30) year period in which the affordability program is in place to provide notice of the affordability restrictions and to bind future purchasers. The Deed Restrictions include a right of first offer that shall apply to the first conveyance of the Housing Opportunity Unit following the expiration of the thirty (30) year affordability period. Furthermore, the Deed Restrictions will provide that the Town of Bethel retains a right of first refusal to purchase the home for 90 days after the property is listed for sale, during the thirty (30) year affordability period.

XV. Binding Effect.

This Affordability Plan shall be binding on the successors and assigns of the Developer.

leninin/Anilene-ban/Buthall and analysis II-U

VOL 747 PAGE 0346 Schedule A

PERIMETER PROPERTY DESCRIPTION OF LEXINGTON MEADOWS PROPERTY OF BAKER RESIDENTIAL LIMITED PARTNERSHIP

BEGINNING AT A POINT LYING ON THE SOUTHERLY HIGHWAY LINE OF A CITY OF DANBURY HIGHWAY KNOWN AS SHELTER ROCK ROAD, BEING A NORTHWESTERLY CORNER OF LAND NOW OR FORMERLY OF TOWN OF BETHEL;

THENCE ALONG SAID LAND NOW OR FORMERLY OF TOWN OF BETHEL S29°25'21"E, 168.76' TO A POINT LYING ON THE DANBURY/BETHEL TOWN LINE;

THENCE TURNING AND CONTINUING ALONG SAID LAND NOW OR FORMERLY OF TOWN OF BETHEL, ALONG SAID DANBURY/BETHEL TOWN LINE, N52°'00'00"E, 160.01' TO THE CENTER OF A BROOK, BEING THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND A WESTERLY BOUNDARY LINE OF OTHER LAND OF TOWN OF BETHEL;

THENCE TURNING AND RUNNING ALONG SAID OTHER LAND OF TOWN OF BETHEL, ALONG SAID CENTER OF BROOK, THE FOLLOWING COURSES AND DISTANCES: (\$1°37'39"E, 13.56'), (\$6°59'40"W, 37.85'), (\$41°18'23"E, 59.41'), (\$30°48'29"E, 53.23'), (\$6°26'59"E, 46.01'), (\$29°00'41"W, 30.23'), (\$63°32'41"W, 38.63'), (\$9°43'31"W, 31.05'), (\$32°25'21"W, 60.61'), (\$79°45'11"W, 34.13'), (\$29°33'44"W, 103.47'), (\$12°03'06"E, 50.36'), (\$50°12'19"E, 32.53'), (\$15°18'40"W, 122.78'), AND (\$40°28"09"E, 71.03') TO THE CENTERLINE INTERSECTION OF ANOTHER BROOK RUNNING SOUTHWESTERLY THEREFROM, BEING A NORTHERLY CORNER OF LAND NOW OR FORMERLY OF CONNECTICUT LIGHT & POWER COMPANY;

THENCE TURNING AND RUNNING ALONG SAID LAND NOW OR FORMERLY OF CONNECTICUT LIGHT & POWER COMPANY, ALONG THE CENTER OF SAID BROOK RUNNING SOUTHWESTERLY THEREFROM, THE FOLLOWING COURSES AND DISTANCES:

(\$20°08'31"W, 21.02'), (\$35°50'56"W, 102.41'), (\$23°03'05"W, 51.08'), (\$66°48'05"W, 38.08'), (\$85°25'34"W, 50.16'), (\$57°20'21"W, 46.32'), (\$36°19'37"W, 84.40'), (\$59°38'31"W, 81.12'), (\$25°41'37"W, 117.63'), (\$8°54'54"E, 51.62'), (\$17°21'14"W, 83.82'), (\$32°59'19"E, 67.96') AND (\$17°11'15"W, 47.45') TO A POINT, BEING THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND A NORTHEASTERLY CORNER OF LAND NOW OR FORMERLY OF STATE OF CONNECTICUT;

THENCE TURNING AND RUNNING ALONG A NORTHERLY BOUNDARY OF SAID LAND NOW OR FORMERLY OF STATE OF CONNECTICUT, IN PART, AND ALONG A NORTHERLY BOUNDARY LINE OF LAND NOW OR FORMERLY OF THE DEFONCE CONSTRUCTION. CO., IN PART, S86°25'00"W, 710.79' TO A POINT, BEING THE

SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND A SOUTHEASTERLY CORNER OF LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR.;

THENCE TURNING AND RUNNING ALONG AN EASTERLY BOUNDARY LINE OF SAID LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR., THE FOLLOWING COURSES AND DISTANCES:

(N25°50'45"E, 198.99'), (N1°13'45"W, 125.22'), (N9°37'20"E, 24.48'), (N13°05'10"E, 52.82'), (N17°36'35"E, 77.75') AND (N8°14'17"W, 80.93') TO A POINT LYING ALONG THE SOUTHERLY BOUNDARY LINE OF LAND NOW OR FORMERLY OF ALFRED L. RAGSDALE, JR., BEING THE AFOREMENTIONED DANBURY/BETHEL TOWN LINE;

THENCE TURNING AND RUNNING ALONG SAID SOUTHERLY BOUNDARY LINE OF LAND NOW OR FORMERLY OF ALFRED L. RAGSDALE, JR., IN PART, ALONG LAND NOW OR FORMERLY OF WALDEMAR & KATARZYNA STEPNIAK, IN PART AND ALONG LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR. IN PART, ALONG SAID DANBURY/BETHEL TOWN LINE N52°00'00"E, 665.45"TO A POINT, BEING THE SOUTHEASTERLY CORNER OF SAID LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR.;

THENCE TURNING AND CONTINUING ALONG SAID LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR. N10°01'15"E, 191.48' TO A POINT;

THENCE CONTINUING ALONG SAID LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR., ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00', A DISTANCE OF 33.48' TO A POINT;

THENCE CONTINUING ALONG SAID LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR. N0°56'23"W, 70.14' TO A POINT:

THENCE CONTINUING ALONG SAID LAND NOW OR FORMERLY OF DONALD R. MARQUIS, JR. ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00', A DISTANCE OF 46.47' TO A POINT LYING ON THE AFOREMENTIONED SOUTHERLY HIGHWAY LINE OF SHELTER ROCK ROAD, BEING THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL:

THENCE TURNING AND RUNNING ALONG SAID SOUTHERLY HIGHWAY LINE OF SHELTER ROCK ROAD, THE FOLLOWING COURSES AND DISTANCES: (N72°34'01"E, 18.35') AND (N66°11'55"E, 301.00') TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION INCLUDES AN AREA OF 18.354 ACRES.

SCHEDULE B

List of designated Housing Opportunity Units

Building	Unit Number(s)
. 6	0602, 0604, 0606, 0608 (1102,1104,1106 and 1108 Lexington Boulevard)
15	1511 (211 Lexington Boulevard)
· ·	1603,1605,1607,1609,1611,1613
	(403,405,407,409,411 and 413 Lexington Boulevard)
17	1703,1705,1707,1709 (603,605,607 and 609 Lexington Boulevard)
18	1803,1805,1807,1809 (803,805,807 and 809 Lexington Boulevard)
19	1907, 1909, 1911, 1913 (1007,1009,1011 and 1013 Lexington Boulevard)
20	2003, 2005, 2007, 2009,2011, 2013 (1203,1205,1207,1209,1211 and 1213 Lexington Boulevard)

SCHEDULE C

PROPOSED TYPICAL HOME FEATURES

Exterior

- Foundation plantings (as specified)
- No-maintenance vinyl siding
- Aluminum gutters and down spouts
- Exterior weather-proof electrical outlet(s)
- Therma-Tru weather stripped and insulated entry door (or comparable)
- Insulated sliding glass patio doors with screens (where applicable)
- Energy efficient vinyl windows
- Asphalt driveways and walks or equivalent (as specified)

Interior

- Wall to wall carpeting
- Energy efficient heating system
- Quick recovery hot water heater
- Direct wire smoke detectors
- Easy care vinyl clad wire closet shelving
- Pre-wired telephone and cable TV outlets
- Laundry area with washer / dryer hook-ups
- Capper wiring throughout home
- Garage with direct interior access
- Ground fault circuits in kitchen, bathrooms and garage
- Colonial six-panel doors (or comparable)

Kitchens

- No-wax vinyl flooring
- Laminate or traditional wood cabinets
- Gas range and oven
- Direct vent, two speed range hood
- Sound Insulated, multi-cycle dishwasher
- Laminate countertops
- Stainless steel sink with single lever faucet.

Bathrooms

- Full width vanity mirrors
- Single piece acrylic tubs and shower surrounds
- Laminate-vanity-tops-
- No-wax vinyl flooring or equivalent

SCHEDULE C (CONTINUED) PROPOSED UNIT MODELS

ESTIMATED HOME SIZE

D.

1,550 sq.ft. approximately

2 Bedrooms 2 1/2 Baths

Volume Entry Foyer

Dining Room

Family / Living Room

Kltchen

Two Car Garage

Finished Basement Option

C.

1,586 sq.ft. approximately

2 Bedrooms and

2 1/2 Baths

Volume Entry Foyer

Dining Room

Family / Living Room

Kitchen

Two Car Garage

Finished Basement Option

Affordable. (Housing Opportunity Unit)

1,154 sq.ft. approximately

2 Bedrooms

1 1/2 Baths

. Living Room

Dining Room

Eat-in Kitchen

One Car Garage

VOL 747 PAGE 0351 SCHEDULE D

DEFINITIONS AND ELEMENTS OF ANNUAL FAMILY INCOME

- 1. Annual income includes, but is not limited to, the following:
 - The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services;
 - The net income from operations of a business or profession, before any capital expenditures but including any allowance for depreciation expense;
 - c) Interest, dividends, and other net income of any kind from real or personal property;
 - d) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, or other similar types of periodic payments:
 - e) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay;
 - Welfare assistance. If the welfare assistance payments include an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance to be included as income consists of the following:
 - (1) The amount of the allowance exclusive of the amounts designated for shelter or utilities, plus
 - (2) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities:

 - h) All regular pay, special pay and allowances of a member of the armed forces;

- i) Any earned income tax credit to the extent it exceeds the income tax liability of the Applicant.
- j) Any assets not earning a verifiable income shall have an imputed interest income using a current average annual savings interest rate.
- 2. Excluded from the definition of family annual income are the following:
 - a) Income from employment of children under the age of 18;
 - b) Payments received for the care of foster children;
 - c) Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains and settlement for personal or property losses;
 - d) Amounts received that are specifically for, or in reimbursement of, the cost of medical expense for any family member;
 - e) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran in connection with education costs;
 - f) Amounts received under training programs funded by HLTD;
 - g) Food stamps; and
 - h) Temporary, nonrecurring or sporadic income (including gifts that are not regular or periodic).
- Net family assets for purposes of imputing annual income include the following:
 - a) Cash held in savings and checking accounts, safety deposit boxes, etc.;
 - b) The current market value of a trust for which any household member has an interest;
 - c) The current market value, less any outstanding loan balances of any rental property or other capital investment;
 - d) The current market value of all stocks, bonds, treasury bills, certificates of deposit and money market funds;

- The current value of any individual retirement, 401K or Keogh account; e)
- 1) The cash value of a retirement or pension fund which the family member can withdraw without terminating employment or retiring;
- Any lump-sum receipts not otherwise included in income (ie., g) inheritances, capital gains, one-time lottery winnings, and settlement on insurance claims);
- · h) The current market value of any personal property held for investment (ie., gems, lewelry, coin collections); and
 - **i**) Assets disposed of within two (2) years before the Application Date, but only to the extent consideration received was less than the fair market value of the asset at the time It was sold.
- Net family assets do not include the following:
 - a) Necessary personal property (clothing, furniture, cars, etc.);
 - b) Vehicles equipped for handicapped individuals;
 - c) 'Life insurance policies;
 - d) Assets which are part of an active business, not including rental properties; and
 - Assets that are not accessible to the Applicant and provide no income to 9) the Applicant.

SCHEDULE E

DOCUMENTATION OF INCOME

The following documents shall be provided, where applicable, to the Administrator to determine income eligibility:

1. Employment Income

Verification forms must request the employer to specify the frequency of pay, the effective date of the last pay increase, and the probability and effective date of any increase during the next twelve (12) months. Acceptable forms of verification (of which at least one must be included in the Applicant file) include:

- a) An employment verification form completed by the employer.
- b) Check stubs or earnings statement showing Applicant's gross pay per pay period and frequency of pay.
- c) W-2 forms if the Applicant has had the same job for at least two years and pay increases can be accurately projected.
- d) Notarized statements, affidavits or income tax returns signed by the Applicant describing self-employment and amount of income, or income from tips and other gratuities.
- 2. Social Security, Pensions, Supplementary Security Income, Disability Income
 - a) Benefit verification form completed by agency providing the benefits.
 - b) Award or benefit notification letters prepared and signed by the authorizing agency. (Since checks or bank deposit slips show only net amounts remaining after deducting SSI or Medicare, they may be used only when award letter cannot be obtained.)
 - c) If a local Social Security Administration (SSA) office refuses to provide written verification, the Administrator should meet with the SSA office supervisor. If the supervisor refuses to complete the verification forms in a timely manner, the Administrator may accept a check or automatic deposit slip as interim verification of Social Security or SSI benefits as long as any Medicare or state health insurance withholdings are included in the annual income.
- 3. Unemployment Compensation

- Verification form completed by the unemployment compensation agency.
- b) Records from unemployment office stating payment dates and amounts.

4. Government Assistance

- a) All Government Assistance Programs. Agency's written statements as to type and amount of assistance Applicant is now receiving, and any changes in assistance expected during the next twelve(12) months.
- b) Additional Information for "As-paid" Programs: Agency's written schedule or statement that describes how the "as-paid" system works, the maximum amount the Applicant may receive for shelter and utilities and, if applicable, any factors used to ratably reduce the Applicant's grant.

5. Alimony or Child Support Payments

- a) Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
- b) A letter from the person paying the support.
- c) Copy of latest check. The date, amount, and number of the check must be documented.
- d) Applicant's notarized statement or affidavit of amount received or that support payments are not being received and the likelihood of support payments being received in the future.

6. Earned Income Tax Credit

- a) For credits applied in one lump sum against tax liability, use income tax return (IRS Form 1040 or 1040A).
- b) For credits applied through regular salary paychecks, use IRS Form W-5 (Earned Income Credit Advance Payment Certificate).

7. Net Income from a Business

The following documents show income for the prior years. The Administrator must consult with Applicant and use this data to estimate income for the next twelve (12) months.

- a) IRS Tax Return, Form 1040, including any:
 - (1) Schedule C (Small Business)

- (2) Schedule E (Rental Property Income)
- (3) Schedule F (Farm Income)
- b) An accountant's calculation of depreciation expense, computed using straight-line depreciation rules. (Required when accelerated depreciation was used on the tax return or financial statement.)
- c) Audited or unaudited financial statement(s) of the business.
- d) A copy of a recent loan application listing income derived from the business during the previous twelve (12) months.
- e) Applicant's notarized statement or affidavit as to net income realized from the business during previous years.

8. Recurring Gifts

- a) Notarized statement or affidavit signed by the person providing the assistance. Must give the purpose, dates and value of gifts.
- b) Applicant's notarized statement or affidavit that provides the information above.
- 9. Scholarships, Grants, and Veterans Administration Benefits for Education
 - a) Benefactor's written confirmation of amount of assistance, and educational institution's written confirmation of expected cost of the student's tuition, fees, books and equipment for the next twelve (12) months. To the extent the amount of assistance received is less than or equal to actual educational costs, the assistance payments will be excluded from the Applicant's gross income. Any excess will be included in income.
 - b) Copies of latest benefit checks, if benefits are paid directly to student. Copies of canceled checks or receipts for tuition, fees, books, and equipment, if such income and expenses are not expected to changed for the next twelve (12) months.
 - c) Lease and receipts or bills for rent and utility costs paid by students living away from home.
- 10. Family Assets Currently Held

For non-liquid assets, collect enough information to determine the current cash value (ie., the net amount the Applicant would receive if the asset were converted to cash).

- Verification forms, letters, or documents from a financial institution, broker, etc.
- Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- c) Quotes from a stock broker or realty agent as to net amount Applicant would receive if Applicant liquidated securities or real estate.
- d) Real estate tax statements if tax authority uses approximate market value.
- Copies of closing documents showing the selling price, the distribution of the sales proceeds and the net amount to the borrower.
- f) Appraisals of personal property held as a investment.
- g) Applicant's notarized statements or signed affidavits describing assets or verifying the amount of cash held at the Applicant's home or in safe deposit boxes.
- 11. Assets Disposed of for Less Than Fair Market Value ("FMV") During Two Years Preceding Application Date
 - a) Applicant's certification as to whether it has disposed of assets for less than FMV during the two (2) years preceding the Application Date.
 - b) If the Applicant states that it did dispose of assets for less than FMV, then a written statement by the Applicant must include the following:
 - (1) A list of all assets disposed of for less than FMV.
 - (2) The date Applicant disposed of the assets,
 - (3) The amount the Applicant received, and
 - (4) The market value to the asset(s) at the time of disposition.
- 12. Savings Account Interest Income and Dividends
 - a) Account statements, passbooks, certificates of deposit, etc., if they show enough information and are signed by the financial institution.

- b) Broker's quarterly statements showing value of stocks or bonds and the earnings credited the Applicant.
- c) If an IRS Form 1099 is accepted from the financial institution for prior year earnings, the Administrator must adjust the Information to project earnings expected for the next twelve (12) months.
- 13. Rental Income from Property Owned by Applicant
 The following, adjusted for changes expected during the next twelve (12) months, may be used:
 - a) IRS Form 1040 with Schedule E (Rental Income).
 - b) Copies of latest rent checks, leases, or utility bills.
 - c) Documentation of Applicant's income and expenses in renting the property (tax statements, insurance premiums, receipts for reasonable maintenance and utilities, bank statements or amortization schedule showing monthly interest expense).
 - d) Lessee's written statement identifying monthly payments due the Applicant and Applicant's affidavit as to net income realized.

14. Full-Time Student Status

- a) Written verification from the registrar's office or appropriate school official.
- b) School records indicating enrollment for sufficient number of credits to be considered a full-time student by the school.

SCHEDULE F

STATUTORY WARRANTY DEED

BAKER RESIDENTIAL LIMITED PARTNERSHIP whose address is 485 Washington Avenue, Pleasantville, NY 10570, in consideration of the sum of DOLLARS (\$) paid,
grants to , whose address is
WITH WARRANTY COVENANTS, the premises more particularly described in Schedule A annexed hereto and made a part hereof.
Signed this day of . , 200 .
Witnessed by:
BAKER RESIDENTIAL LIMITED PARTNERSHIP
Ву:
STATE OF CONNECTICUT)) ss; COUNTY OF)
The foregoing instrument was acknowledged, before me, this day of , 200 , by of BAKER RESIDENTIAL LIMITED PARTNERSHIP, as his free act and deed and the free act and deed of said limited
partnership.
Commissioner of Superior Court Notary Public

SCHEDULE A To STATUTORY WARRANTY DEED

ALL THAT certain piece or parcel of real property situated partially in the Town of Bethel and partially in the City of Danbury, County of Fairfield and State of Connecticut, being a portion of Lexington Meadows, declared by Declaration of Lexington Meadows dated . 200, and recorded in the Bethel Land Records in Volume at Page and in the Danbury Land Records in Volume at Page , known and designated as Unit No. ____, Lexington Meadows and as Street, Bethel, Connecticut, TOGETHER WITH a percentage of undivided interest in the common elements as set forth in the above described Declaration of Lexington Meadows.

TOGETHER, ALSO, WITH the benefits, rights, privileges and easements, and SUBJECT TO the terms, conditions, agreements, covenants, restrictions, rights, reservations, easements, rules and regulations, contained in the Declaration of Lexington Meadows referred to above, as the same may hereafter be amended of record.

SUBJECT, ALSO, TO the following:

- (a) Any and all provisions of any ordinance, municipal regulation or public or private law, including, without limitation, zoning and planning rules and regulations.
- (b) Taxes and municipal charges due the Town of Bethel and the City of Danbury, including taxes resulting from any reassessment or reallocation from the creation of the common interest community, which become due and payable after the date of the delivery of the deed. The Grantee agrees, with regard to the period subsequent to closing, that in the event any taxes relative to the Unit or the common elements conveyed therewith are billed to the Granter, the Grantee shall be liable for the same whether said taxes are billed to the Granter or directly to the Grantee.
- (c) Sewer use charges due the Town of Bethel and water use charges due the City of Danbury.
- (d) Notes and notations shown on Map Nos. on file in the offices of the Bethel and Danbury Town Clerks.
- (e) The Declarant's right to grant easements to the Town of Bethel or the City of Danbury or to public utility companies and to convey improvements within those easements anywhere in the common interest community for the purpose of furnishing utility and other services to the community.
- (f) The Declaration of Lexington Meadows to be recorded on the Bethel Land Records and the Danbury Land Records prior to the recording of the first Unit deed, and any amendments thereto as of record may appear.

- (g) The right to construct utility lines, pipes, wires, ducts, conduits and other facilities across the land not designated "Development Rights Reserved in this Area" on the above described map for the purpose of furnishing utility and other services to buildings and improvements to be constructed on the land designated "Development Rights Reserved in this Area" on said map.
- (h) No part of the Unit, which contains two (2) bedrooms, shall be converted to or used as an additional bedroom or bedrooms.
- (i) The property conveyed hereby is an "affordable housing unit" as defined in Connecticut General Statutes Section 8-30g. Said property is subject to the following restrictions (the "Restrictions"):
- 1. The owner of said property shall sell or transfer said property only to certain eligible families or households. A family or household whose income is less than or equal to a) greater than 60% but less than or equal to eighty percent (80%) for a moderate income home, or b) equal to or less than sixty percent (60%) for a lower income home, of the lesser of the area median income for the Town of Bethel ("Town"), or the statewide median as determined by the Connecticut Department of Housing and the U.S. Department of Housing and Urban Development ("HUD"), shall be eligible to purchase said property. Determination of a potential purchaser's eligibility shall be made by the Administrator (as defined in that certain Affordability Plan") for the subdivision of which said property is a part, a copy of which plan is on file in the Town's Planning and Zoning Office).
- 2. Said owner shall convey said property at a price that will preserve said property as affordable housing. Calculation of the maximum resale price ("Maximum Resale Price") for said property, so as to satisfy Connecticut General Statutes Section 8-30g, shall be calculated as follows: The Maximum Resale Price shall mean the Initial Sale Price of a Housing Opportunity Unit as adjusted by the Resale Index ("Index"). The Index shall mean the calculated percentage of change in the median State of Connecticut income for a household of four using the income guidelines as published by HUD. Said measure shall include the time from Initial Sale to the time of the Resale.
- 3. In the event said owner desires to make said property available for sale, said owner shall notify the Administrator in writing. The owner shall pay the Administrator a fee of five hundred dollars (\$500) to cover the cost of administering the sale. The Administrator shall then provide notice of the availability of said property for purchase. Such notice shall be provided, at a minimum, by advertising at least two times in newspapers of general circulation in the Town. The owner shall bear the cost of such advertisement. The Administrator shall also provide such notice to the Bethel Planning and Zoning Commission, the Town of Bethel, the Bethel Housing Authority and the Bethel Board of Education. Such notice shall include a description of said property, the eligibility criteria for potential purchasers, the Maximum Sale Price and the availability of application forms and additional information. All such notices shall comply with the Federal Fair Housing Act, 42 U.S.C. 3601 et seq. and the Connecticut Fair Housing Act, C.G.S. Sections 46a- 64b, 64c. Said owner may hire a real estate broker or

otherwise individually solicit offers, independent of the Administrator's action, from potential purchasers. Said owner shall inform any potential purchaser of the affordability restrictions before any purchase and sale agreement is executed by furnishing the potential purchaser with a copy of the Affordability Plan. The purchase and sale agreement shall contain a provision to the effect that the sale is contingent upon a determination by the Administrator that the potential purchaser meets the eligibility criteria set forth in the Affordability Plan. Once the purchase and sale agreement is executed by said owner and the potential purchaser, the potential purchaser shall immediately notify the Administrator in writing. The Administrator shall have thirty (30) days from such notice to determine the eligibility of the potential purchaser in accordance with the application process set forth in the Affordability Plan. The Administrator shall notify said owner and the potential purchaser of its determination of eligibility in writing within said thirty (30) day period. If the Administrator determines that the potential purchaser is not eligible, the purchase and sale agreement shall be void, and said owner may solicit other potential purchasers. If the Administrator determines that the potential purchaser is eligible, the Administrator shall provide the potential purchaser and said owner with a signed certification, executed in recordable form, to the effect that the sale of the particular Housing Opportunity Unit has complied with the provisions of the Affordability Plan. The owner shall bear the cost of recording said certification.

- 4. Said owner shall occupy said property as said owner's principal residence and shall not lease said property.
- 5. Said owner shall maintain said property. Said owner shall not destroy, damage or impair said property, allow said property to deteriorate, or commit waste on said property. When said property is offered for re-sale, the Administrator shall cause said property to be inspected.
 - 6. Right of First Offer After Expiration of 30 year Affordability Period.
- a) After the expiration of the thirty (30) year period during which these Restrictions are in effect, in the event said owner desires to convey said property, said owner shall first offer said property to the Offeree (as hereinafter defined), which Offeree shall have the right to acquire said property, free and clear of all liens and encumbrances except those existing on the date of the initial conveyance of said property by Baker Residential Limited Partnership to an eligible family or household (the "Original Liens").
- b) Said owner shall give written notice (the "Transfer Notice") to the Offeree and the Administrator of his intention to convey said property. The offer price (the "Offer Price") shall be calculated promptly by the Administrator in accordance with the formula set forth in paragraph 2 of these Restrictions, basing the computations on then-current data for the area or statewide median income, whichever is less. The Administrator shall provide written notice of the Offer Price to said owner and the Offeree within fifteen (15) days of the date of the Transfer Notice. The Offeree shall have forty-five (45) days from the date of the Transfer Notice to give written notice (the "Election Notice") to said owner of its election to

purchase said property for the Offer Price and free and clear of all liens and encumbrances except the Original Liens.

- c) If the Offeree shall so elect to purchase said property, the closing (the "Closing") on such purchase and sale shall take place at the offices of Offeree at 10 a.m. on the date sixty (60) days from the date of the Election Notice, or at such other place or upon such earlier date as the parties may mutually agree. At the Closing, any closing adjustments and allocation of closing costs which are then usual and customary in the Town of Bethel for real estate closings shall be made between seller and purchaser. Following the Closing, the Offeree may sell said property to any party at any time for any price, free and clear of these Restrictions, including this right of first offer.
- d) In the event the Offeree (i) notifies said owner that it elects not to purchase said property, (ii) does not provide the Election Notice within said forty-five (45) day period, or (iii) fails to consummate its purchase of said property, said owner shall file an affidavit on the Bethel and Danbury Land Records evidencing such event, following which said owner may sell said property to any party at any time for any price, free and clear of the Restrictions, including this right of first offer.
 - e) "Offeree" shall mean the Town of Bethel.
- f) All notices required to be provided pursuant to this right of first offer shall be hand-delivered, sent by overnight courier, or mailed by certified or registered mail return receipt requested. These Restrictions shall run with the land for a period of thirty (30) years from the date of initial conveyance of said property by Baker Residential Limited Partnership to an eligible family or household. After the expiration of said thirty (30) year period, the Restrictions shall be of no further force and effect. Notwithstanding the foregoing, the right of first offer in paragraph 6 above shall remain in effect and shall apply to the first conveyance of said property following the expiration of said thirty (30) year period.

A site plan for this community was approved by agencies of the Town based in part on the condition that a defined percentage of the homes in the community would be preserved as affordable housing units. The Restrictions are required by law to be strictly enforced.

A violation of the Restrictions shall not result in a forfeiture of title, but the Bethel Planning and Zoning Commission shall otherwise retain all enforcement powers granted by the Connecticut General Statutes, including Section 8-12, which powers include, but are not limited to, the authority, at any reasonable time, to inspect said property and to examine the books and records of the Administrator to determine compliance of said property with the affordable housing regulations.

- 7. In the event that an institutional lender foreclosures its mortgage or accepts a dead in lieu of foreclosure:
- a) Nothing contained herein shall obligate an institutional lender to notify the Town of Bethel about a pending foreclosure.
- b) In the event of the sale of a foreclosed property, any excess funds, as hereinafter defined, shall be paid to the Town of Bethel. Excess funds shall be the total amount paid for the unit in excess of the greater of: (i) the maximum permissible resale price of said property as of the date of foreclosure sale pursuant to the provisions of these Restrictions or (ii) the amount required to satisfy said lender's mortgage, including costs of foreclosure and any payments to junior creditors out of the foreclosure sales proceeds.
 - c) The Restrictions shall not apply to future sales of said property.
- d) Notwithstanding the provisions of Paragraph 7 c) above, for a period of ninety (90) days after the property is listed for sale by the institutional lender, the Town of Bethel shall have the right of first refusal, after receipt of a copy of an accepted bona fide offer, to purchase the property for cash in an amount equal to the bona fide offer. Written notice of the exercise of such right shall be given by the Town of Bethel within 30 days of receipt of written notice of such bona fide offer, which notice shall include a copy of the offer. Should the Town of Bethel exercise this right, a closing shall occur within forty-five (45) days of the notice of exercise. Walver or non-exercise of the right within the required time limit shall not affect the Town's right of first refusal as to subsequent offers that take place within any ninety (90) day period following the receipt of notice of property being available for sale. The proposed buyer who has made the accepted bona fide offer shall be obligated to notify the Town of Bethel of the existence of said offer and to obtain the waiver of the right of first refusal.

SCHEDULE G

PROPOSED CONSTRUCTION & PHASING SCHEDULE

Units in Lexington Meadows will be constructed in the following order:

BUILDING NO.	# MARKET RATE UNITS	# HOUSING OPPORTUNITY UNITS
-	8 .	0
15	6	1
20	2	6
14	8	0
19	Ą	4
13	8	0
6	2	
7	6	0
8	5	. 0
18	4	4
5	7	0
17	2	4
4	8	0
16	2	6
3	6	0
2	8	0
TOTALS	86	29

Received for record /2/2//0/ at Town Clerk Shirle C Believe

SHEILA C. ZELENSKY GGMG

Baker Campanies 2000 av. 17

785 Washington aux.

Pleasmtville, NY 10570

ATTN: NORM GREADNBERCO-



First Amendment to Declaration of Lexington Meadows Danbury and Bethel Connecticut

Recorded in Bethel

FIRST AMENDMENT TO DECLARATION OF LEXINGTON: "EADOWS, A COMMON INTEREST COMMUNITY-CONDOMINIUM

Baker Residential Limited Partnership, a Connecticut Limited Partnership, having an office and principal place of business at 485 Washington Avenue, Pleasantville, New York, the Declarant of Lexington Meadows, a Common Interest Community-Condominium, acting pursuant to its Special Declarant Rights and Development Rights reserved in Article VIII of the Declaration of Lexington Meadows, hereby amends the Declaration as follows:

- Section 4.1 is deleted and the following substituted therefor: "The Common Interest Community presently contains seventy two (72) Units. The Declarant may create an additional forty three (43) Units up to a maximum of one hundred and fifteen (115) Units."
- 2. Section 8.2(b) is deleted and the following substituted therefor: "Not more than forty-three (43) additional Units may be created under the Development Rights."
- 2. Section 9.2(a), second sentence is deleted in its entirety and the following substituted therefor: "For the first seventy two (72) Units created, each will have 1/72nd share (1.3889%) in the Common Interest Community."
- 4. Section 9.2(b), second sentence is deleted in its entirety and the following substituted therefor: "For the first seventy two (72) Units created, each would have 1/12nd share (1.3889%) in the Common Interest Community."
- 5. Article XXIX, last sentence is deleted in its entirety and the following substituted therefore: "With regard to the number of units in the Common Interest Community presently declared, there are 19 Housing Opportunity Units provided, all as more specifically set forth in the Affordable Plan."
- 6. Schedule A-2 (table of interests) is deleted in its entirety and the attached Amended Schedule A-2 is substituted therefor.
- Schedule A-3 (survey) is deleted in its entirety and the attached Amended Schedule A-3 is substituted therefor.
- Schedule A-4 (plans) is deleted in its entirety and the attached Amended Schedule A-4 is substituted therefor.
- Schedule A-5 (engineer's certificate of completion) is amended by the addition of attached Schedules A-5-1, A-5-2, A-5-3, A-5-4 and A-5-5.

In all other respects, the original Declaration of Lexington Meadows, as recorded on the Danbury Land Records, on 12/21/01, Volume 1404, Page 284, Map 11144, and on the Bethel Land Records on 12/21/01, Volume 747, Page 280, Map: File 24 Map 24, remains in full force and effect, except as amended herein.

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IN WITNESS	WHEREOF,	the Declarant	bas caused	this First	Amendment	to be	executed	this
29 day of May	, 2002.			,				
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Signed. Sealed and Delivered in the Presence of:

Rence Ellison

BAKER RESIDENTIAL LIMITED PARTNERSHIP BY BAKER COMPANIES, INC., ITS GENERAL PARTNER

Name: Christopher T. Baker Title: Vice President

STATE OF NEW YORK)

COUNTY OF WESTCHESTER

The foregoing instrument was acknowledged before me this 29th day of MAY, 2002 by Christopher T. Beliefan officer of Baker Companies, Inc., the General Partner of Baker Residential Limited Partnership, a Connecticut limited partnership, on behalf of the limited partnership.

M. M. S. Jolio Notary Public

M. Most DiFalca Noisry Public, State of New York No. 01D16068803 Qualified in Westchester County Commission Expire. Jan. 14, 2006

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SCHEDULE A-2 TABLE OF INTERESTS

LEXINGTON MEADOWS Phase 1 & 2

LEXINGTON MEADOWS Phase 1 & 2									
								Undivided interest	
		Bldg.	Unit		Unit	Square		ln .	Common Charge
	Phase	No	No.	St. Address	Type	Footage	Vote	Common Element	Assessments
	1	1	0100	100 Lexington Boulevard	Н	2045	1	1.388900%	1.388900%
	1	1	0102	102 Lexington Boulevard	G	2198	1	1.388900%	1.388900%
	1	1	0104	104 Lexington Boulevard	G	2198	1	1.388900%	1.388900%
	1	1	0106	106 Lexington Boulevard	G	2198	1	1.388900%	1.388900%
	1	1	0108	108 Lexington Boulevard	G	2198	1	1.388900%	1.388900%
	1	1	0110	110 Lexington Boulevard	G	2198	1	1.388900%	1.388900%
	1	1	0112	112 Lexington Boulevard	G	2198	1	1.388900%	1.388900%
	1	1	0114	114 Lexington Boulevard	H	2045	1	1.388900%	1.388900%
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	4	7	0700	100 Concord Lane	H	2045	1	1.388900%	1.388900%
	1	7	0702	102 Concord Lane	G	2198	j	1.388900%	1.388900%
					G	2198	1	1.388900%	1.388900%
	1	7	0704	104 Concord Lane	G	2198	1	1.388900%	1.388900%
	1	7	0706	106 Concord Lene		2190 2198		1:388909%	1:300000%
				-108 Goncord Lane	_			1.388900%	1.388900%
	1	7	0710	110 Concord Lane	Н	2045	1	1,3008/076	1.300900/30
									4 00000000
	1	8	0800	300 Concord Lane	H	2045		1.388900%	1.388900%
	1	8	0802	302 Concord Lane	G	2198		1.388900%	1.388900%
	1	8	0804	304 Concord Lane	G	2198		1.388900%	1.388900%
	1	B	0806	306 Concord Lane	G	2198		1.388900%	1,388900%
	1	8	0808	308 Concord Lane	G	2198	1	1.388900%	1.388900%
	1	13	1314	1314 Lexángion Boulevard	Н	2045	1	1.368900%	1.388900%
	4	13	1312	1312 Lexington Boulevard	G	2198	1	1.388900%	1.388900%
		13	1310	1310 Lexington Boulevard	S	2198		1:388900%	1.388900%
	1	13	1308	1308 Lexington Boulevard	G	2198		1.388900%	1.388900%
	ì	13	1306	1306 Lexington Boulevard	Ğ	2198		1.388900%	1.388900%
	4	13	1304	1304 Lexington Boulevard	Ğ	2198		1.388900%	1.388900%
	1	13	1302	1302 Lexington Boulevard	G	2198		1.388900%	1.386900%
	•	13	1300	1300 Lexington Boulevard	E	1832		1,388900%	1.388900%
	,	ب. ا	1300	1300 Cavillion Podicisio	<u> </u>	1042	- ,	(10000001)	1,00000070
	4	4.4	1414	1514 Lexington Boulevard	Н	2045	5 1	1.388900%	1.388900%
	1	14		•	G			1.388900%	1.388900%
	1	14	1412	•		2198			
	İ	14	1410	· •	G	2198		1.388900%	1.388900%
	1	14	1408	1508 Lexington Boulevard	G	2198		1.388900%	1.388900%
	1	14	1406	1506 Lexington Boulevard	G	2198		1.388900%	1.388900%
	1	14	1404	1504 Lexington Boulevard	G	2198		1.388900%	1.388900%
	1	14	1402	1502 Lexington Boulevard	G	2198		1.388900%	1.38890D%
	1	14	1400	1500 Lexington Boulevard	H	204	5 1	1.388900%	1.388900%
				and the second s				***	
	1	15	1501	201 Laxington Boulevard	E	1832	2 1	1.388800%	1.388900%
	1	15	1503	203 Lexington Boulevard	C	178	5 1	1.388900%	1.388900%
	1	15	1505	205 Lexington Boulevard	C	178		1.388900%	1.388900%
	1	15		207 Lexington Boulevard	c	178		1.388900%	1.388900%
	1	15		209 Lexington Boulevard	Č	178		1.388900%	1.388900%
	1	15		211 Lexington Boulevard	Ā	135		1.388900%	1.388900%
		15			E	183			1,388900%
	1	15	15.13	213 Lexington Boulevard	Ε.	103	٤ ١	1.300300 %	1,300,300.0
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	1	19		1015 Lexington Boulevard	E	183			1.388900%
	1	19		1013 Lexington Boulevard	A	135			1.388900%
	1	19	1911	~	A	135			1.388900%
	1	19	1909	<u> </u>	A	135		1.388900%,	1.388900%
	1	19	1907		A	135	0 1	1.388900%	1.388900%
		19	1905	1005 Lexington Boulevard	С	178	5 1	1.388900%	1.388900%
		19	1903		C	178	5 1	1.388900%	1.388900%
	1	19	1901		· E	183			1.388900%
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	1	20	2015	1215 Lexington Boulevard	E	183	2 1	1.388900%	1.388900%
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