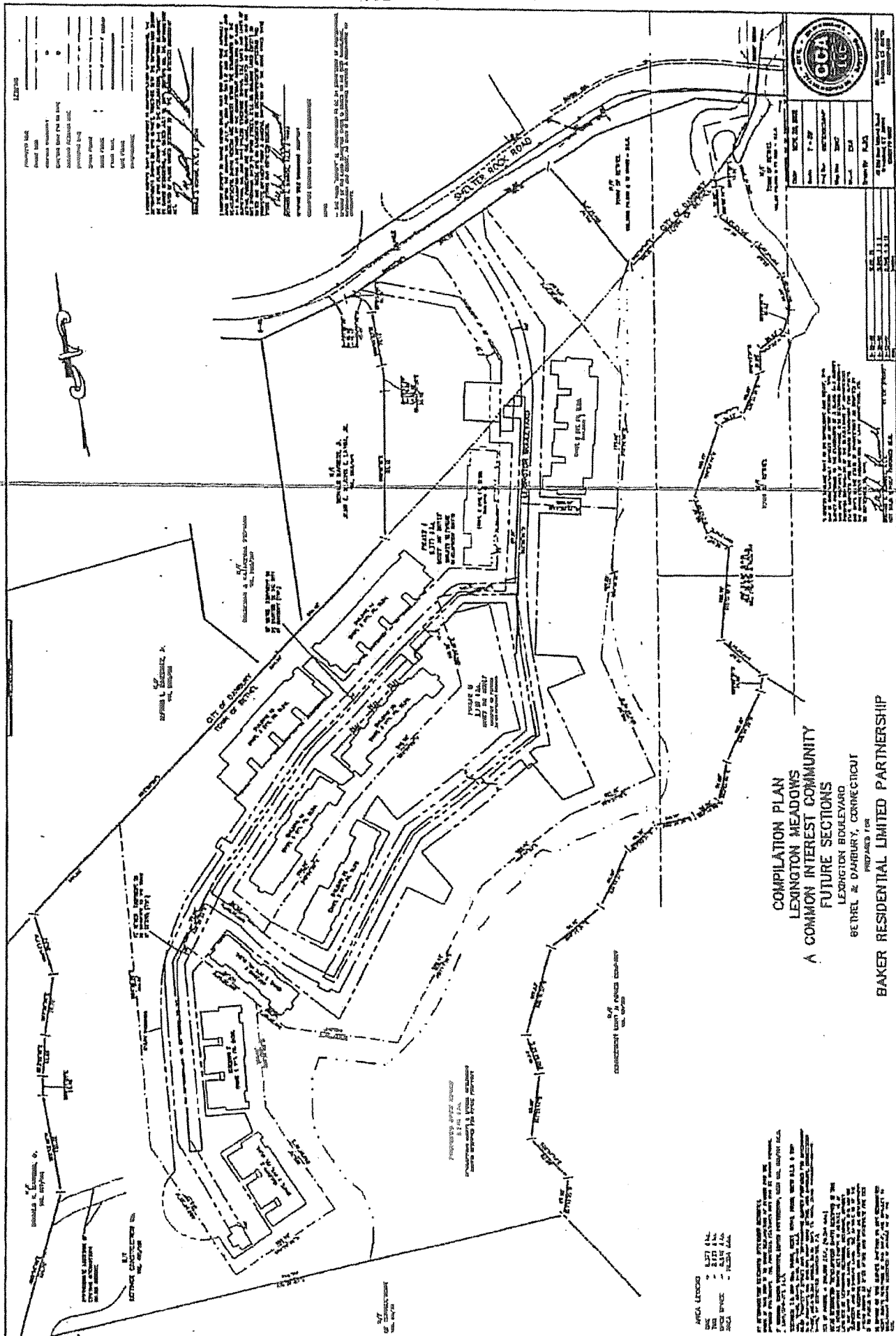


## LEXINGTON MEADOWS Phase 1 &amp; 2

| Phase | Bldg. No. | Unit No. | St. Address              | Unit Type | Square Footage | Vote | Undivided Interest In | Common Charge |
|-------|-----------|----------|--------------------------|-----------|----------------|------|-----------------------|---------------|
|       |           |          |                          |           |                |      | Common Element        | Assessments   |
| 1     | 20        | 2013     | 1213 Lexington Boulevard | A         | 1350           | 1    | 1.388900%             | 1.388900%     |
| 1     | 20        | 2011     | 1211 Lexington Boulevard | A         | 1350           | 1    | 1.388900%             | 1.388900%     |
| 1     | 20        | 2009     | 1209 Lexington Boulevard | A         | 1350           | 1    | 1.388900%             | 1.388900%     |
| 1     | 20        | 2007     | 1207 Lexington Boulevard | A         | 1350           | 1    | 1.388900%             | 1.388900%     |
| 1     | 20        | 2005     | 1205 Lexington Boulevard | A         | 1350           | 1    | 1.388900%             | 1.388900%     |
| 1     | 20        | 2003     | 1203 Lexington Boulevard | A         | 1350           | 1    | 1.388900%             | 1.388900%     |
| 1     | 20        | 2001     | 1201 Lexington Boulevard | E         | 1832           | 1    | 1.388900%             | 1.388900%     |
| 2     | 6         | 0600     | 1100 Lexington Boulevard | E         | 1785           | 1    | 1.388900%             | 1.388900%     |
| 2     | 6         | 0602     | 1102 Lexington Boulevard | A         | 1350           | 1    | 1.388900%             | 1.388900%     |
| 2     | 6         | 0604     | 1104 Lexington Boulevard | A         | 1350           | 1    | 1.388900%             | 1.388900%     |
| 2     | 6         | 0606     | 1106 Lexington Boulevard | A         | 1350           | 1    | 1.388900%             | 1.388900%     |
| 2     | 6         | 0608     | 1108 Lexington Boulevard | A         | 1350           | 1    | 1.388900%             | 1.388900%     |
| 2     | 6         | 0610     | 1110 Lexington Boulevard | E         | 1785           | 1    | 1.388900%             | 1.388900%     |
| 2     | 18        | 1801     | 801 Lexington Boulevard  | E         | 1832           | 1    | 1.388900%             | 1.388900%     |
| 2     | 18        | 1803     | 803 Lexington Boulevard  | A         | 1350           | 1    | 1.388900%             | 1.388900%     |
| 2     | 18        | 1805     | 805 Lexington Boulevard  | A         | 1350           | 1    | 1.388900%             | 1.388900%     |
| 2     | 18        | 1807     | 807 Lexington Boulevard  | A         | 1350           | 1    | 1.388900%             | 1.388900%     |
| 2     | 18        | 1809     | 809 Lexington Boulevard  | A         | 1350           | 1    | 1.388900%             | 1.388900%     |
| 2     | 18        | 1811     | 811 Lexington Boulevard  | C         | 1785           | 1    | 1.388900%             | 1.388900%     |
| 2     | 18        | 1813     | 813 Lexington Boulevard  | C         | 1785           | 1    | 1.388900%             | 1.388900%     |
| 2     | 18        | 1815     | 815 Lexington Boulevard  | E         | 1832           | 1    | 1.388900%             | 1.388900%     |

|   |    |
|---|----|
| A | 19 |
| C | 8  |
| E | 11 |
| G | 26 |
| H | 8  |
|   | 72 |



**SCHEDULE A-4  
TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM**

**PLANS FOR BUILDINGS 1, 6, 7, 8, 13, 14, 15, 18, 19 & 20  
UNIT TYPES A, C, E, G & H**

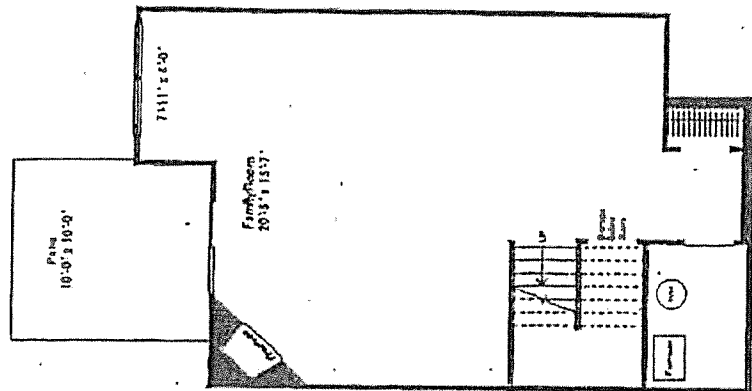
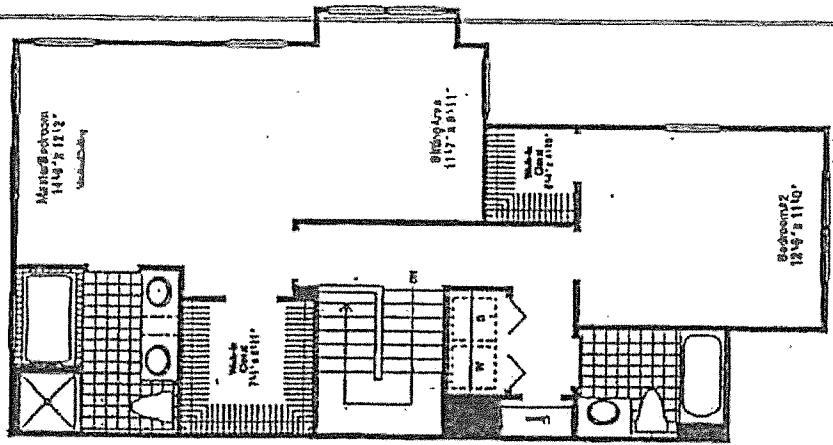
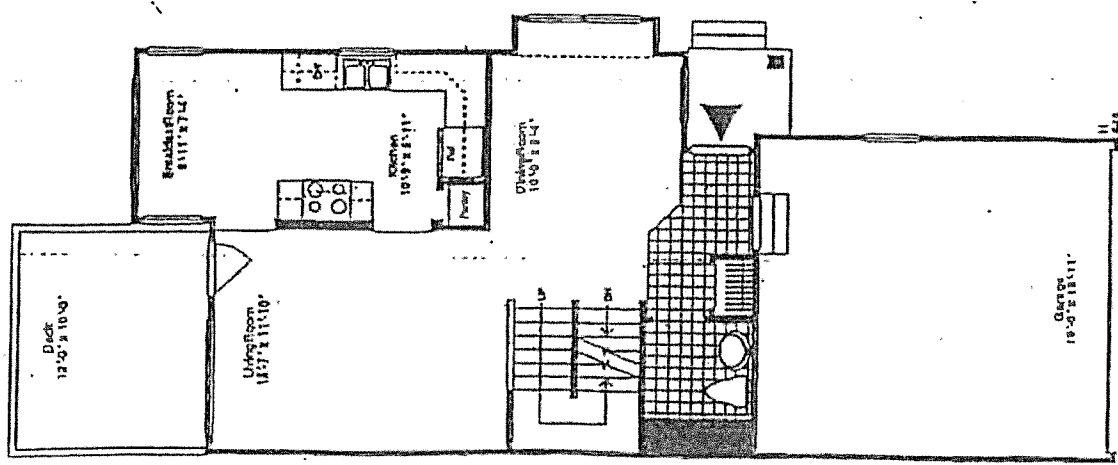
The following 12 pages show typical floor plans for the various models of Units in the Condominium. The appropriate unit number designation for each model is shown on each plan.

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~~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.

SCHEDULE A-4 FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION

| Unit # | Unit # | Address  |
|--------|--------|----------|
| 1      | 0100   | 100 L.B. |
| 1      | 0114   | 114 L.B. |
| 7      | 0800   | 300 C.L. |
| 7      | 0700   | 100 C.L. |
| 7      | 0710   | 110 C.L. |



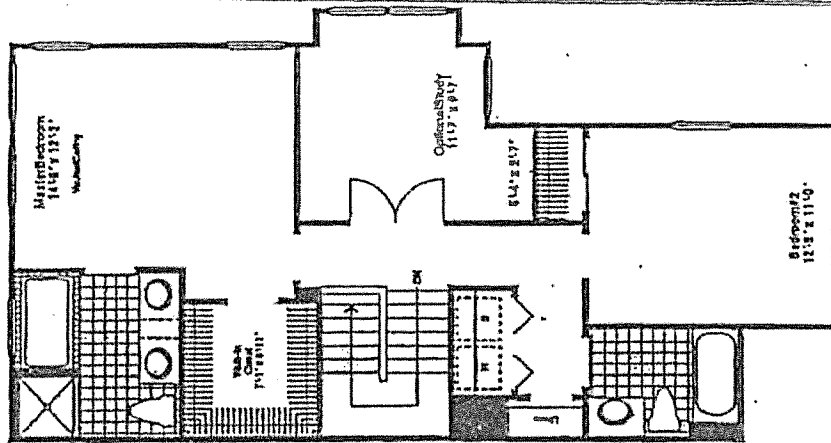
LEXINGTON MEADOWS  
Plan: H-645 • Date: 11-13-01  
Above Grade Plan



LEXINGTON MEADOWS  
 Plan: H-645 • Date: 11-13-01  
 Alternate Second Level Plan

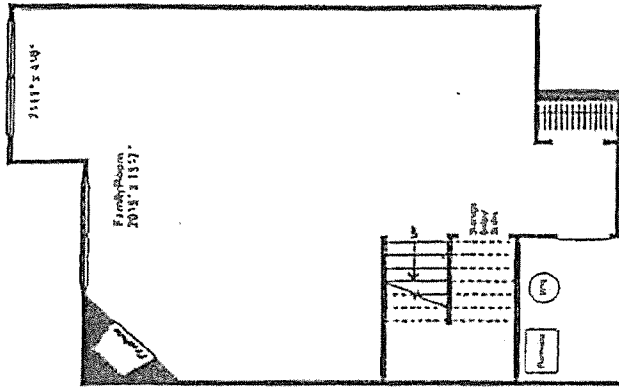
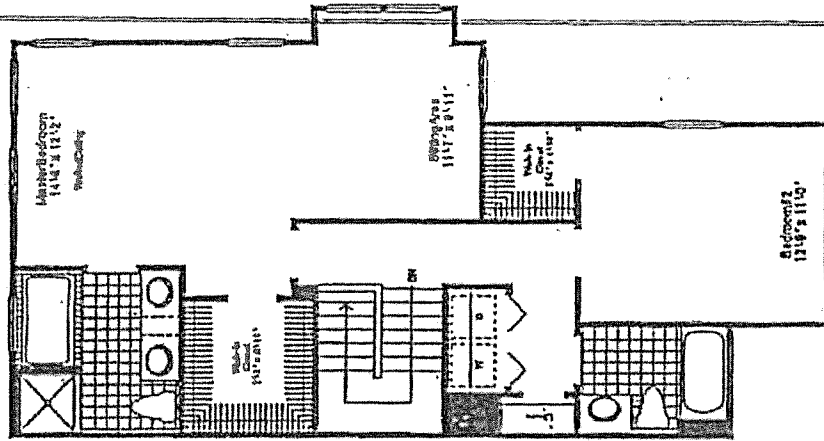
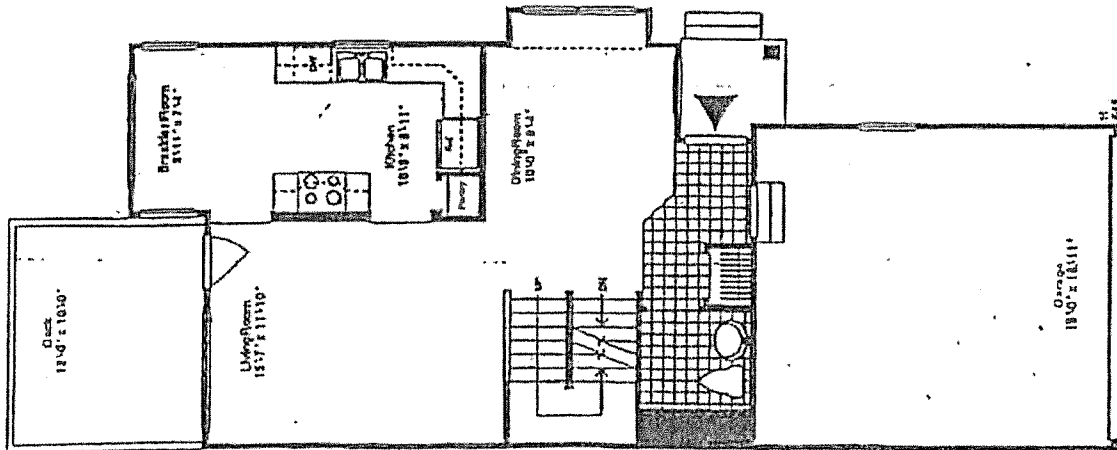
SCHEDULE A-4 FLOOR PLANS TO  
 LINGTON MEADOWS DECLARATION

| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 1      | 0100   | 100 L.B. |
| 1      | 0114   | 114 L.B. |
| 8      | 0600   | 300 C.L. |
| 7      | 0700   | 100 C.L. |
| 7      | 0710   | 110 C.L. |



SCHEDULE A-4 FLOOR PLANS TO  
LEXINGTON MEADOWS DECLARATION

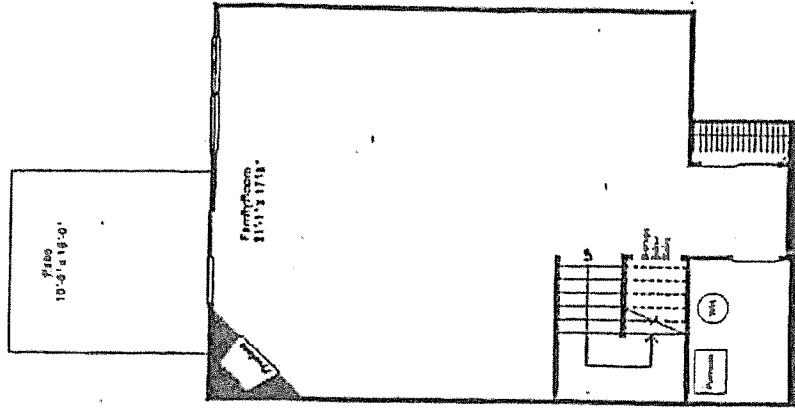
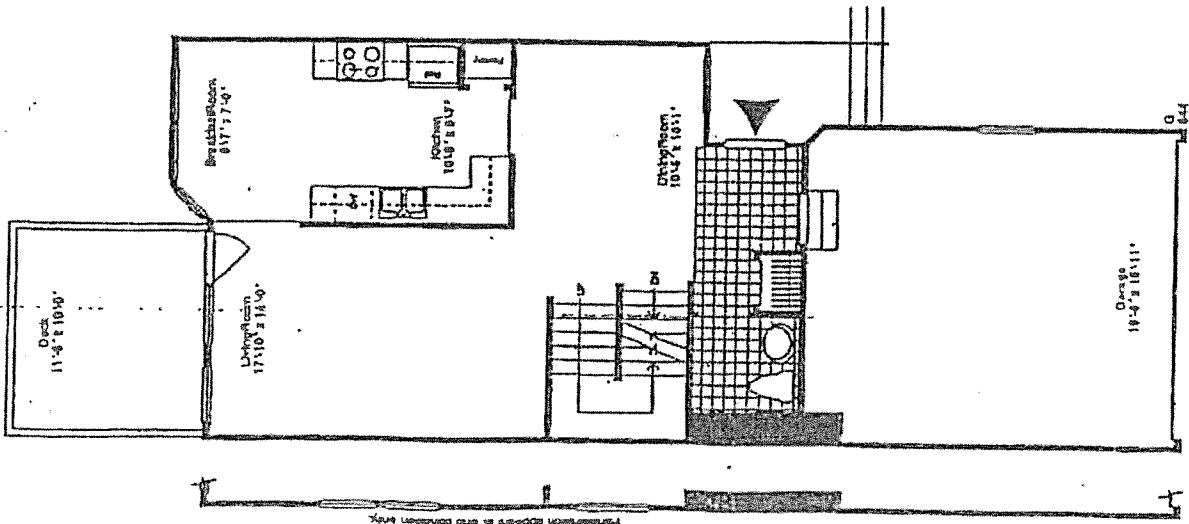
14. : 1400 1500 L.B.  
14 1414 1514 L.B.  
14 1314 1314 L.B.



LEXINGTON MEADOWS  
Plan: H-645 • Date: 11-13-01  
Half Below Grade Plan

LEXINGTON MEADOWS DECLARATION

|      |          |   |      |          |
|------|----------|---|------|----------|
| 0104 | 104 L.B. | 8 | 0802 | 302 C.L. |
| 0105 | 105 L.B. | 8 | 0804 | 304 C.L. |
| 0108 | 108 L.B. | 8 | 0806 | 306 C.L. |
| 0110 | 110 L.B. | 8 | 0808 | 308 C.L. |
| 0112 | 112 L.B. | 8 |      |          |

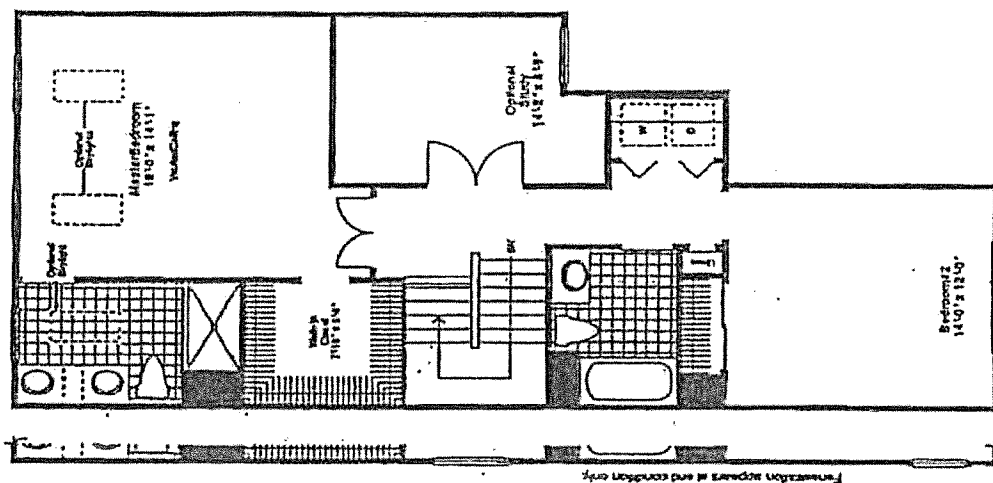


LEXINGTON MEADOWS  
Plan: G-644 • Date: 11-13-01  
Above Grade Plan

SCHEDULE A-4 FLOOR PLANS IN  
LEXINGTON MEADOWS DECLARATION

| UNIT # | AMULET | UNIT # | AMULET |
|--------|--------|--------|--------|
| 1      | 0102   | 13     | 1302   |
| 1      | 0104   | 13     | 1304   |
| 1      | 0106   | 13     | 1306   |
| 1      | 0108   | 13     | 1308   |
| 1      | 0110   | 13     | 1310   |
| 14     | 1406   | 13     | 1312   |
| 14     | 1408   |        |        |
| 14     | 1410   |        |        |
| 14     | 1412   |        |        |

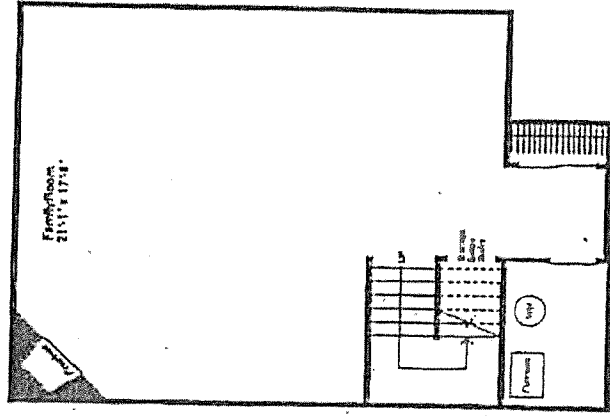
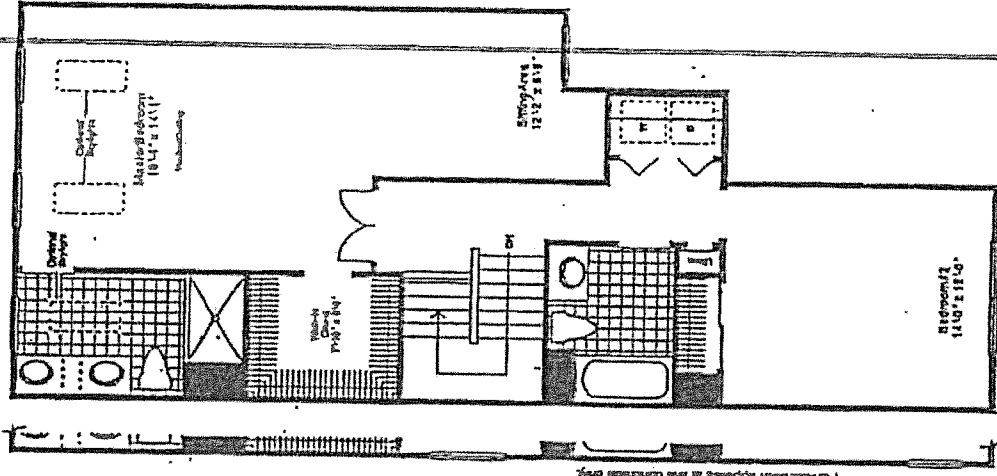
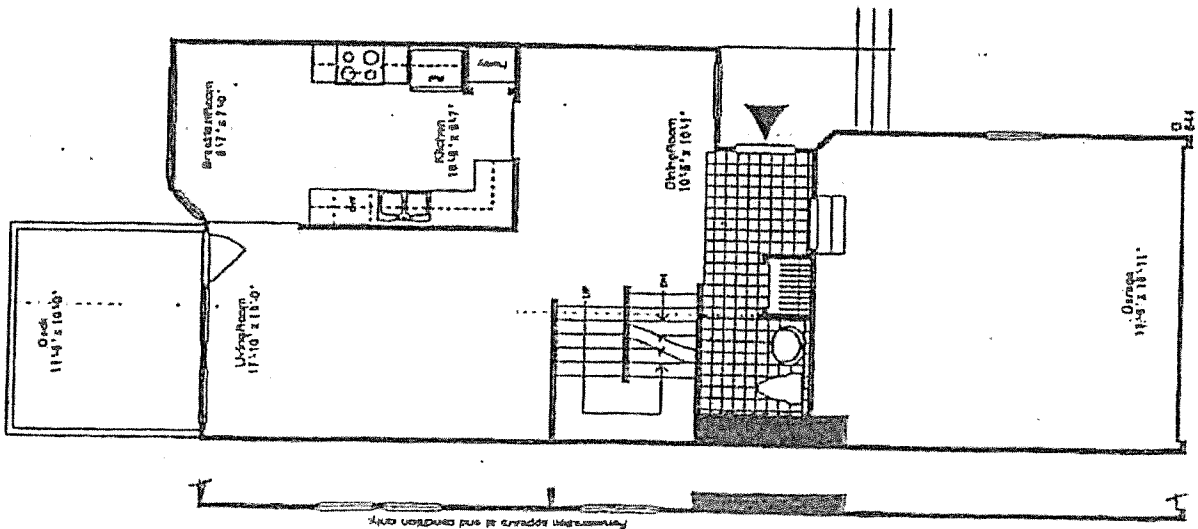
|   |      |          |
|---|------|----------|
| 8 | 0800 | 300 C.L. |
| 8 | 0802 | 302 C.L. |
| 8 | 0804 | 304 C.L. |
| 8 | 0808 | 308 C.L. |
| 7 | 0702 | 102 C.L. |
| 7 | 0704 | 104 C.L. |
| 7 | 0706 | 106 C.L. |
| 7 | 0708 | 108 C.L. |



SCHEDULE A-4 FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION

1302 L.B.  
1304 L.B.  
1306 L.B.  
1308 L.B.  
1310 L.B.

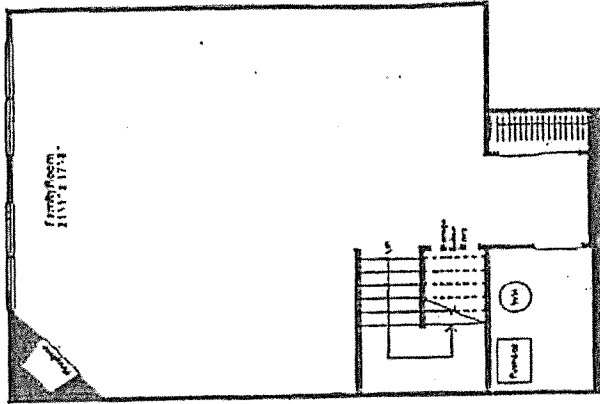
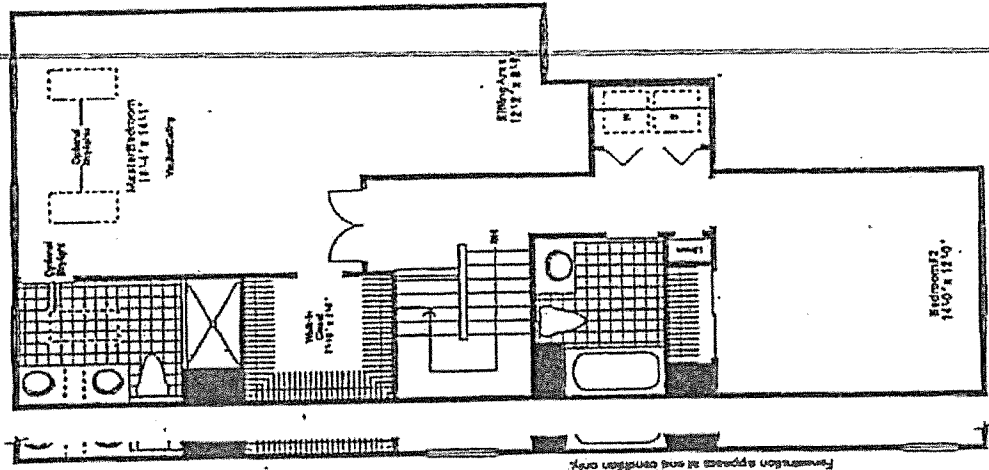
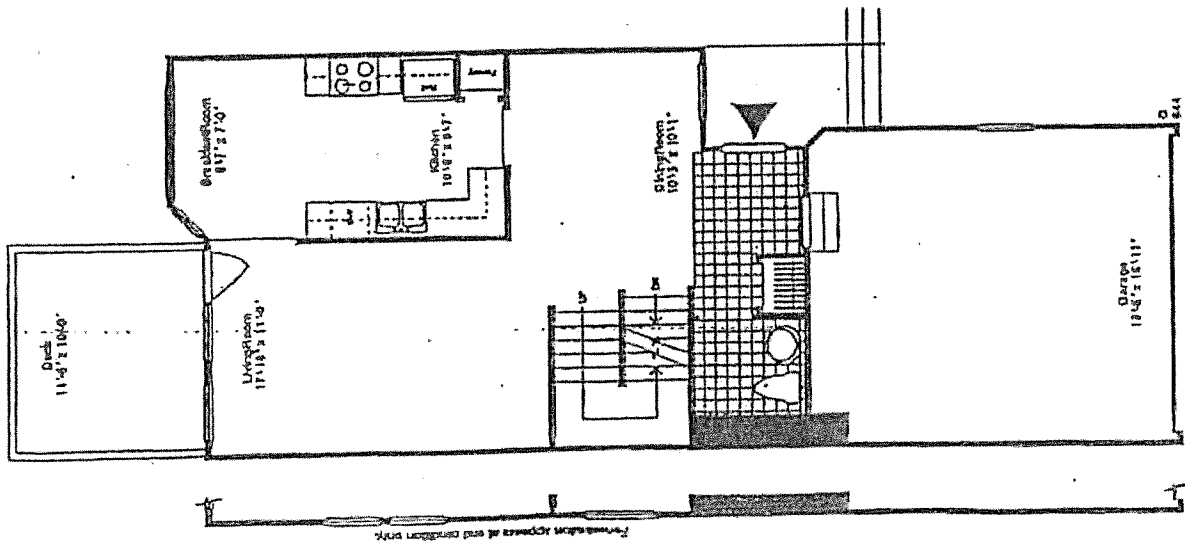
1302  
1304  
76  
JB  
1310



LEXINGTON MEADOWS  
Plan: G-644 • Date: 11-13-01  
Below Grade Plan

LEXINGTON MEADOWS DECLARATION

Bldg # Unit # Address  
13 1312 1312 L.B.



LEXINGTON MEADOWS  
Plan: G-644 Date: 11-13-01  
Hall Below Grade Plan

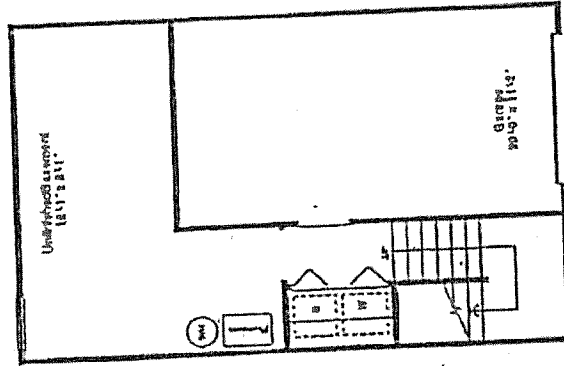
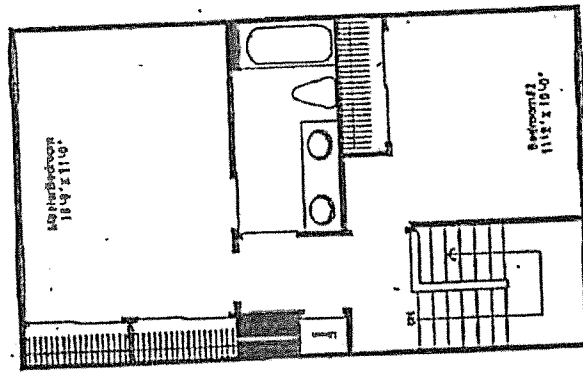
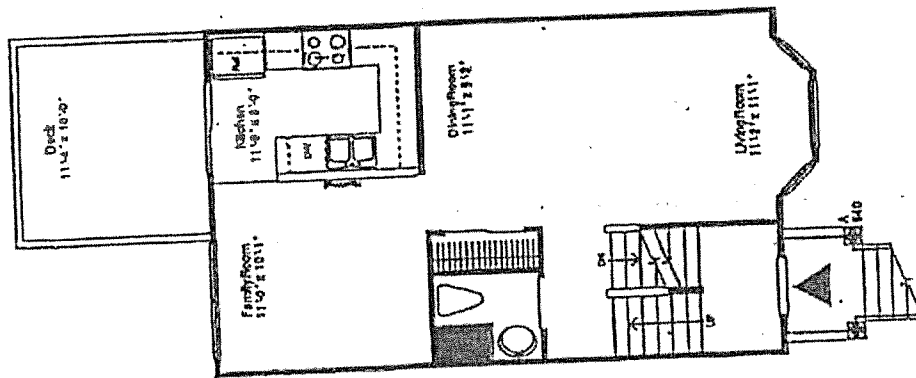
**SCHEDULE A-2  
TABLE OF INTERESTS**

**LEXINGTON MEADOWS Phase 1 & 2**

| Phase | Bldg. No. | Unit No. | St. Address              | Unit Type | Square Footage | Vote | Undivided Interest In | Common Charge Assessments |
|-------|-----------|----------|--------------------------|-----------|----------------|------|-----------------------|---------------------------|
|       |           |          |                          |           |                |      | Common Element        |                           |
| 1     | 1         | 0100     | 100 Lexington Boulevard  | H         | 2045           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 1         | 0102     | 102 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 1         | 0104     | 104 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 1         | 0106     | 106 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 1         | 0108     | 108 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 1         | 0110     | 110 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 1         | 0112     | 112 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 1         | 0114     | 114 Lexington Boulevard  | H         | 2045           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 7         | 0700     | 100 Concord Lane         | H         | 2045           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 7         | 0702     | 102 Concord Lane         | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 7         | 0704     | 104 Concord Lane         | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 7         | 0706     | 106 Concord Lane         | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 7         | 0708     | 108 Concord Lane         | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 7         | 0710     | 110 Concord Lane         | H         | 2045           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 8         | 0800     | 300 Concord Lane         | H         | 2045           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 8         | 0802     | 302 Concord Lane         | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 8         | 0804     | 304 Concord Lane         | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 8         | 0806     | 306 Concord Lane         | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 8         | 0808     | 308 Concord Lane         | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 13        | 1314     | 1314 Lexington Boulevard | H         | 2045           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 13        | 1312     | 1312 Lexington Boulevard | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 13        | 1310     | 1310 Lexington Boulevard | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 13        | 1308     | 1308 Lexington Boulevard | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 13        | 1306     | 1306 Lexington Boulevard | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 13        | 1304     | 1304 Lexington Boulevard | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 13        | 1302     | 1302 Lexington Boulevard | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 13        | 1300     | 1300 Lexington Boulevard | E         | 1832           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 14        | 1414     | 1514 Lexington Boulevard | H         | 2045           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 14        | 1412     | 1512 Lexington Boulevard | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 14        | 1410     | 1510 Lexington Boulevard | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 14        | 1408     | 1508 Lexington Boulevard | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 14        | 1406     | 1506 Lexington Boulevard | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 14        | 1404     | 1504 Lexington Boulevard | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 14        | 1402     | 1502 Lexington Boulevard | G         | 2198           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 14        | 1400     | 1500 Lexington Boulevard | H         | 2045           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 15        | 1501     | 201 Lexington Boulevard  | E         | 1832           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 15        | 1503     | 203 Lexington Boulevard  | C         | 1785           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 15        | 1505     | 205 Lexington Boulevard  | C         | 1785           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 15        | 1507     | 207 Lexington Boulevard  | C         | 1785           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 15        | 1509     | 209 Lexington Boulevard  | C         | 1785           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 15        | 1511     | 211 Lexington Boulevard  | A         | 1350           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 15        | 1513     | 213 Lexington Boulevard  | E         | 1832           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 19        | 1915     | 1015 Lexington Boulevard | E         | 1832           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 19        | 1913     | 1013 Lexington Boulevard | A         | 1350           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 19        | 1911     | 1011 Lexington Boulevard | A         | 1350           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 19        | 1909     | 1009 Lexington Boulevard | A         | 1350           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 19        | 1907     | 1007 Lexington Boulevard | A         | 1350           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 19        | 1905     | 1005 Lexington Boulevard | C         | 1785           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 19        | 1903     | 1003 Lexington Boulevard | C         | 1785           | 1    | 0.934579%             | 0.934579%                 |
| 1     | 19        | 1901     | 1001 Lexington Boulevard | E         | 1832           | 1    | 0.934579%             | 0.934579%                 |

1511 211 L.B.  
2003 1203 L.B.  
2005 1205 L.B.  
2007 1207 L.B.  
2009 1209 L.B.  
2011 1211 L.B.  
2013 1213 L.B.  
1907 1007 L.B.  
1909 1009 L.B.  
1911 1011 L.B.  
1913 1013 L.B.

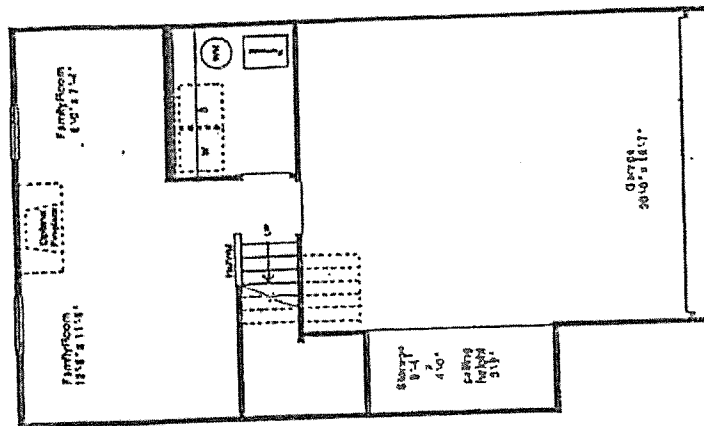
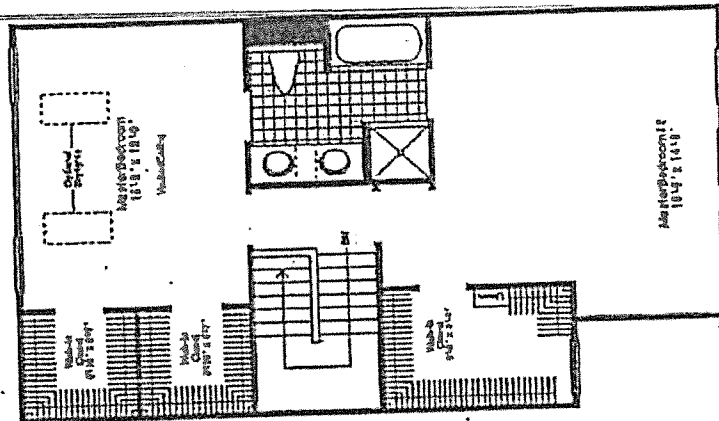
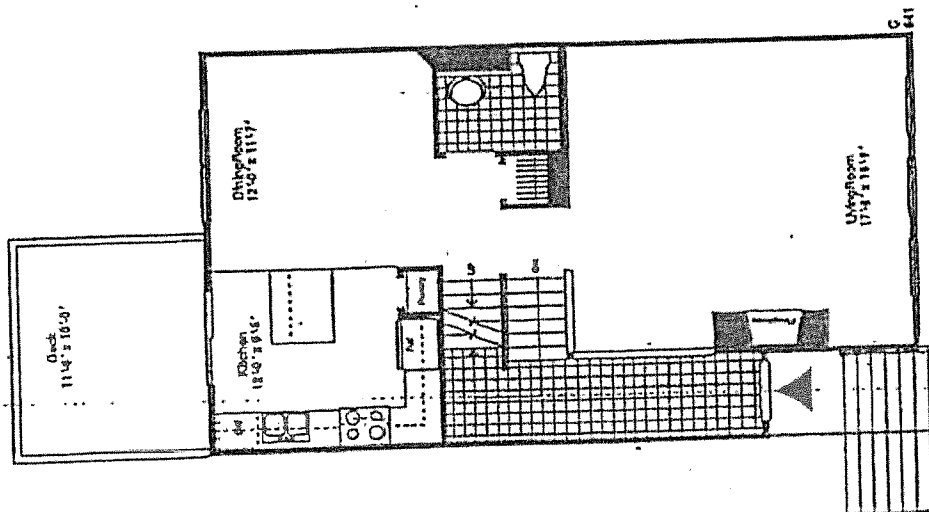
0602 1102 L.B.  
0604 1104 L.B.  
0606 1106 L.B.  
0608 1108 L.B.  
1803 803 L.B.  
1805 805 L.B.  
1807 807 L.B.  
1809 809 L.B.





| PHASE | UNIT | OVERLAP   |
|-------|------|-----------|
| 15    | 1503 | 203 L.B.  |
| 15    | 1505 | 205 L.B.  |
| 15    | 1507 | 207 L.B.  |
| 15    | 1509 | 209 L.B.  |
| 19    | 1903 | 1003 L.B. |
| 19    | 1905 | 1005 L.B. |
| 18    | 1811 | 811 L.B.  |
| 18    | 1813 | 813 L.B.  |

SCHEDULE A-4 FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION



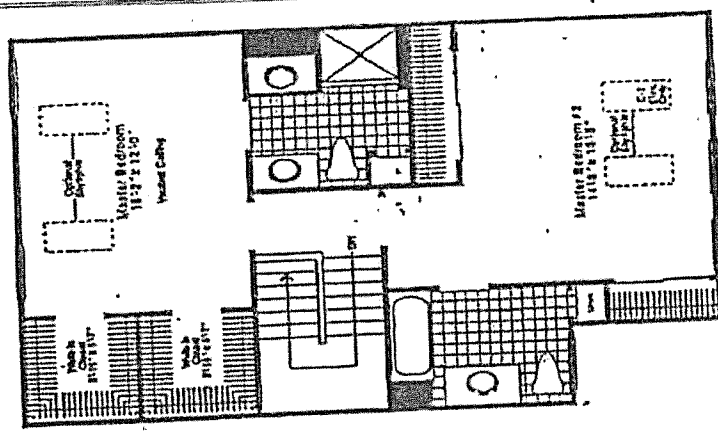
VOL 762 PAGE 0377

LEXINGTON MEADOWS  
Plan: C-641 • Date: 11-13-01

LEXINGTON MEADOWS  
 Plan: C-641 • Date: 11-13-01  
 Alternate Second Level Plan

SCHEDULE A-4 FLOORPLANS TO  
 LE STON MEADOWS DECLARATION

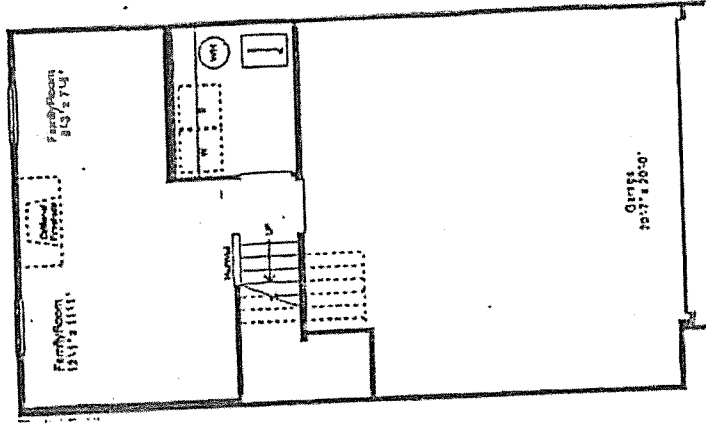
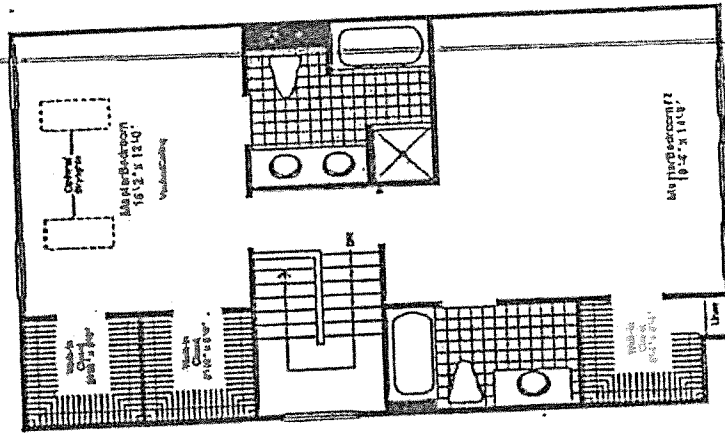
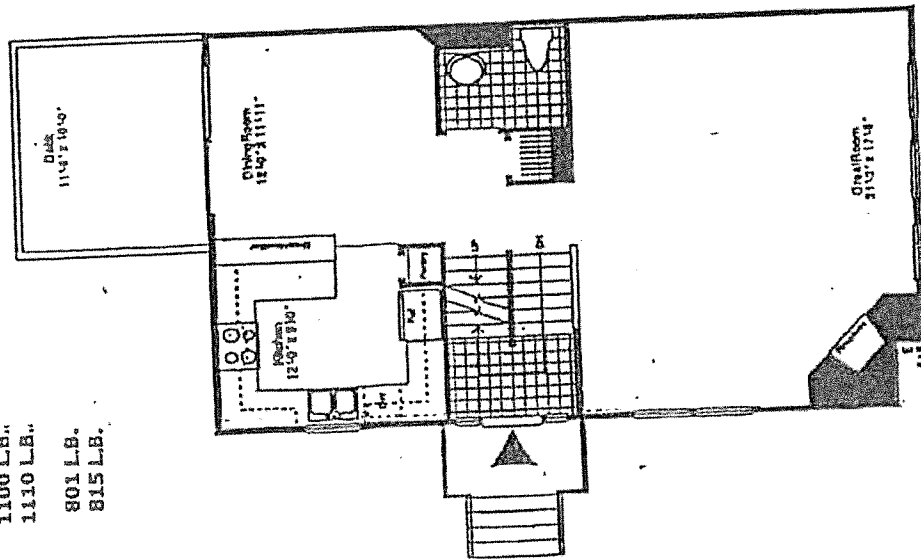
| Bldg # | Unit # | Address (ALTERNATE) |
|--------|--------|---------------------|
| 1      | 1505   | 205 L.B.            |
| 1      | 1507   | 207 L.B.            |
| 15     | 1509   | 209 L.B.            |
| 19     | 1905   | 1005 L.B.           |



LEXINGTON MEADOWS  
Plan: E-646 Date: 11-13-01  
Hall Below Grade Plan

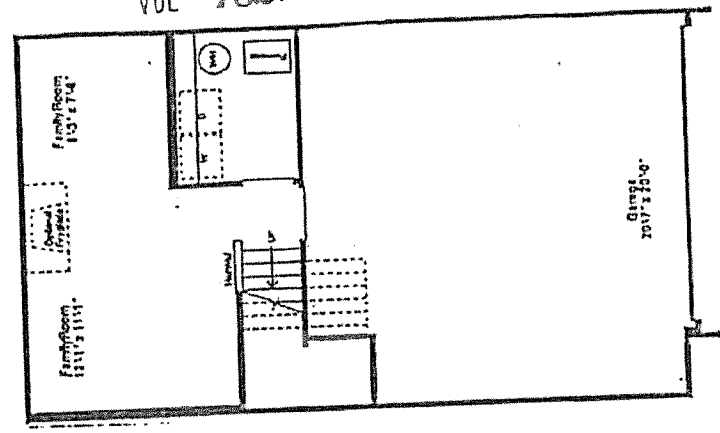
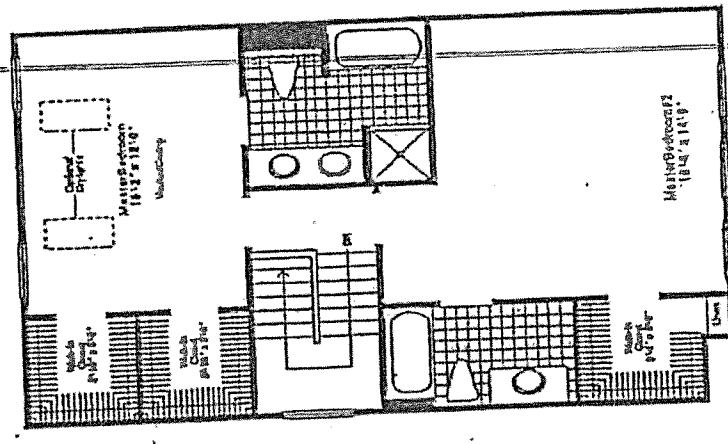
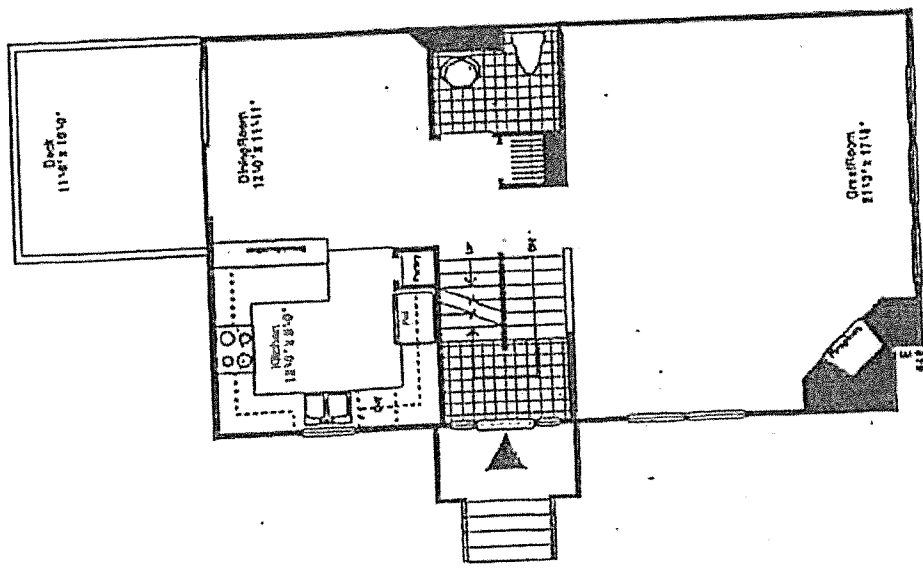
SCHEDULE A-4 FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION

| Bldg # | Unit # | Address   |
|--------|--------|-----------|
| 15     | 501    | 201 L.B.  |
| 15     | 13     | 213 L.B.  |
| 20     | 2001   | 1201 L.B. |
| 20     | 2015   | 1215 L.B. |
| 19     | 1901   | 1001 L.B. |
| 19     | 1915   | 1015 L.B. |
| 6      | 0600   | 1100 L.B. |
| 6      | 0610   | 1110 L.B. |
| 18     | 1801   | 801 L.B.  |
| 18     | 1815   | 815 L.B.  |



SCHEDULE A-T FLOOR PLANS TO  
LEXINGTON MEADOWS DECLARATION

BLD# \* Unit # Address  
1. 300 1300 L.B.



VOL 762 PAGE 0380

LEXINGTON MEADOWS  
Plan: E-646 Date: 11-13-01  
Below Grade Plan

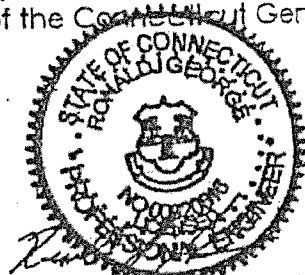


## ENGINEER'S CERTIFICATE OF COMPLETION

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

1. 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 "\_\_\_\_\_".
2. That said certificate is made pursuant to the provisions of Section 47-220 of the Common Interest Ownership Act of the State of Connecticut General Statutes.

Dated: February 12, 2002



Name: Ronald J. George, P.E.  
CCA, LLC.  
 Registered Engineer  
 Registration No. 20616  
 Building "6" only

SCHEDULE A-5

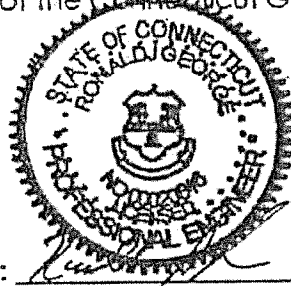
**ENGINEER'S CERTIFICATE OF COMPLETION**

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 City of Danbury.

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

1. 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 "\_\_\_\_\_"
2. 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: April 29, 2002

Name:   
Ronald J. George, P.E.  
CCA, LLC  
Registered Engineer  
Registration No. 20616  
Building "7" only

SCHEDULE A-5

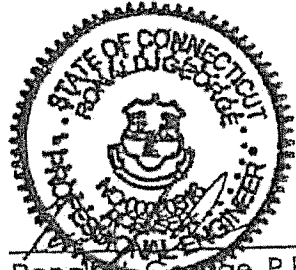
**ENGINEER'S CERTIFICATE OF COMPLETION**

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.

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

1. 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 "\_\_\_\_\_"
2. 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: April 30, 2002

Name:   
Ronald George, P.E.  
CCA, LLC  
Registered Engineer  
Registration No. 20616  
Building "8" only





Received for record 5/30/02 at 11:15 M  
Town Clerk Sheila C Zelensky CCMG  
SHEILA C. ZELENSKY CCMG

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Second Amendment to  
Declaration of Lexington Meadows  
Danbury and Bethel Connecticut

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Recorded in Bethel

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SECOND AMENDMENT TO DECLARATION OF  
LEXINGTON MEADOWS, 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 and the First Amendment to the Declaration as follows:

1. Section 4.1 is deleted and the following substituted therefor: "The Common Interest Community presently contains ninety three (93) Units. The Declarant may create an additional twenty two (22) 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 twenty two (22) additional Units may be created under the Development Rights."~~
3. Section 9.2(a), second sentence is deleted in its entirety and the following substituted therefor: "For the first ninety three (93) Units created, each will have 1/93<sup>rd</sup> share (1.0752688%) 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 ninety three (93) Units created, each would have 1/93<sup>rd</sup> share (1.0752688%) in the Common Interest Community."
5. Article XXIX, last sentence is deleted in its entirety and the following substituted therefor: "With regard to the number of units in the Common Interest Community presently declared, there are 23 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.
7. Schedule A-3 (survey) is deleted in its entirety and the attached Amended Schedule A-3 is substituted therefor.
8. Schedule A-4 (plans) is deleted in its entirety and the attached Amended Schedule A-4 is substituted therefor.
9. 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, A-5-5, A-5-6 and A-5-7.

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, and the First Amendment to the Declaration, as recorded on the Danbury Land Records, on 5/30/02, Volume 1441, Page 0823, Map 11228, and on the Bethel Land Records, on 5/30/02, Volume 762, Page 363, Map File 24, Map 51, remain in full force and effect, except as amended herein.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to be executed this  
18<sup>th</sup> day of September, 2002.

Signed, Sealed and Delivered  
in the Presence of:

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

Theresa A. Hanson  
William Miller

By Ch. T. Baker  
Christopher T. Baker  
Vice President

STATE OF NEW YORK )

COUNTY OF WESTCHESTER )

ss: Pleasantville

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of  
September, 2002 by Christopher T. Baker an officer of Baker Companies, Inc., the  
General Partner of Baker Residential Limited Partnership, a Connecticut limited  
partnership, on behalf of the limited partnership.

M. Moss DiFalco  
Notary Public

M. Moss DiFalco  
Notary Public, State of New York  
No. 01D16068808  
Qualified in Westchester County  
Commission Expires Jan. 14, 2006

**SCHEDULE A-2  
TABLE OF INTERESTS**

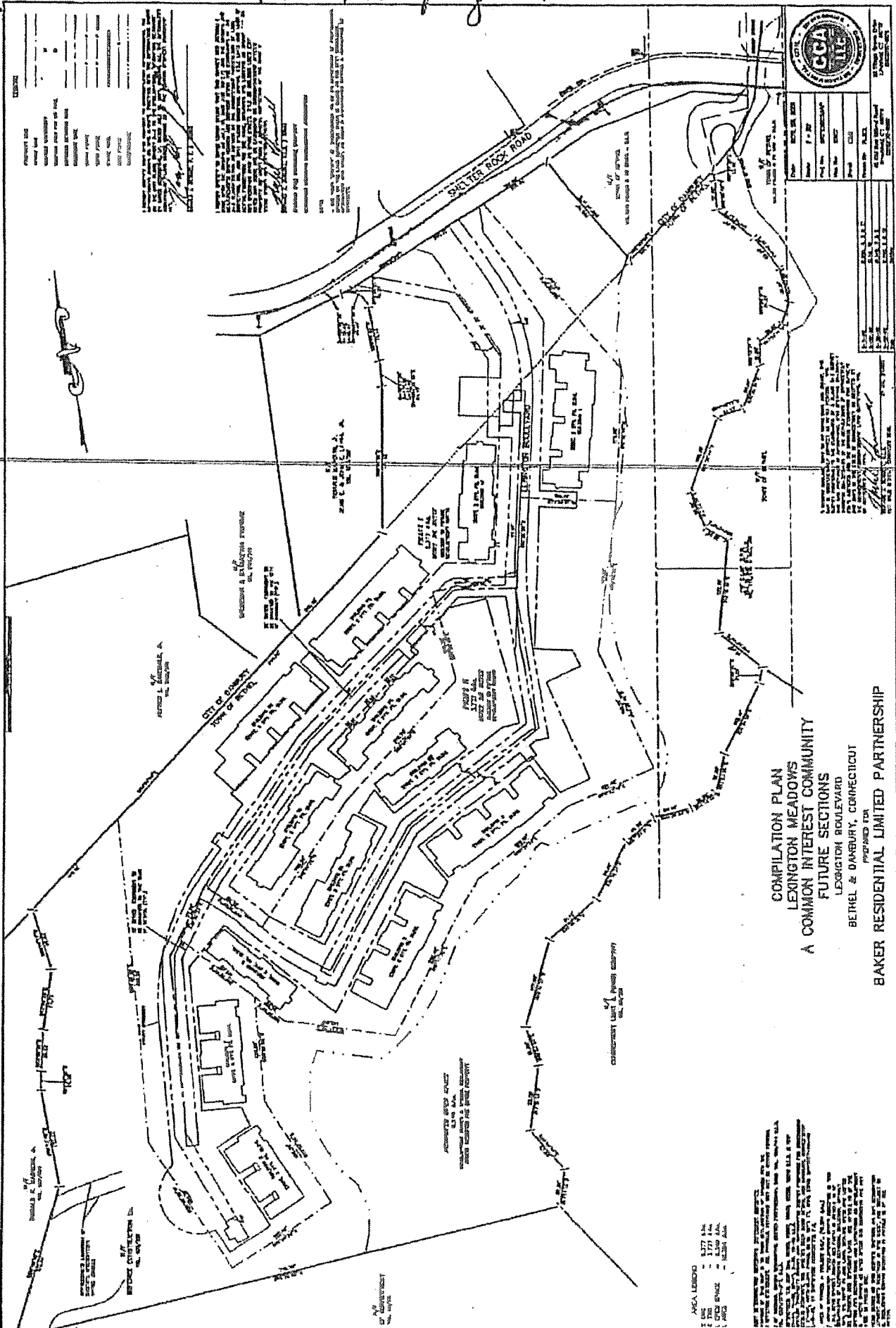
**LEXINGTON MEADOWS Phase 1 & 2**

| <u>Phase</u> | <u>Bldg. No.</u> | <u>Unit No.</u> | <u>St. Address</u>       | <u>Unit Type</u> | <u>Square Footage</u> | <u>Vote</u> | Undivided Interest In | <u>Common Charge Assessments</u> |
|--------------|------------------|-----------------|--------------------------|------------------|-----------------------|-------------|-----------------------|----------------------------------|
|              |                  |                 |                          |                  |                       |             | <u>Common Element</u> |                                  |
| 1            | 1                | 0100            | 100 Lexington Boulevard  | H                | 2045                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 1                | 0102            | 102 Lexington Boulevard  | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 1                | 0104            | 104 Lexington Boulevard  | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 1                | 0106            | 106 Lexington Boulevard  | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 1                | 0108            | 108 Lexington Boulevard  | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 1                | 0110            | 110 Lexington Boulevard  | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 1                | 0112            | 112 Lexington Boulevard  | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 1                | 0114            | 114 Lexington Boulevard  | H                | 2045                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 7                | 0700            | 100 Concord Lane         | H                | 2045                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 7                | 0702            | 102 Concord Lane         | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 7                | 0704            | 104 Concord Lane         | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 7                | 0706            | 106 Concord Lane         | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 7                | 0708            | 108 Concord Lane         | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 7                | 0710            | 110 Concord Lane         | H                | 2045                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 8                | 0800            | 300 Concord Lane         | H                | 2045                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 8                | 0802            | 302 Concord Lane         | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 8                | 0804            | 304 Concord Lane         | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 8                | 0806            | 306 Concord Lane         | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 8                | 0808            | 308 Concord Lane         | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 13               | 1314            | 1314 Lexington Boulevard | H                | 2045                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 13               | 1312            | 1312 Lexington Boulevard | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 13               | 1310            | 1310 Lexington Boulevard | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 13               | 1308            | 1308 Lexington Boulevard | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 13               | 1306            | 1306 Lexington Boulevard | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 13               | 1304            | 1304 Lexington Boulevard | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 13               | 1302            | 1302 Lexington Boulevard | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 13               | 1300            | 1300 Lexington Boulevard | E                | 1832                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 14               | 1414            | 1414 Lexington Boulevard | H                | 2045                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 14               | 1412            | 1412 Lexington Boulevard | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 14               | 1410            | 1410 Lexington Boulevard | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 14               | 1408            | 1408 Lexington Boulevard | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 14               | 1406            | 1406 Lexington Boulevard | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 14               | 1404            | 1404 Lexington Boulevard | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 14               | 1402            | 1402 Lexington Boulevard | G                | 2198                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 14               | 1400            | 1400 Lexington Boulevard | H                | 2045                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 15               | 1501            | 201 Lexington Boulevard  | E                | 1832                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 15               | 1503            | 203 Lexington Boulevard  | C                | 1785                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 15               | 1505            | 205 Lexington Boulevard  | C                | 1785                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 15               | 1507            | 207 Lexington Boulevard  | C                | 1785                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 15               | 1509            | 209 Lexington Boulevard  | C                | 1785                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 15               | 1511            | 211 Lexington Boulevard  | A                | 1350                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 15               | 1513            | 213 Lexington Boulevard  | E                | 1832                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 19               | 1915            | 1015 Lexington Boulevard | E                | 1832                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 19               | 1913            | 1013 Lexington Boulevard | A                | 1350                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 19               | 1911            | 1011 Lexington Boulevard | A                | 1350                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 19               | 1909            | 1009 Lexington Boulevard | A                | 1350                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 19               | 1907            | 1007 Lexington Boulevard | A                | 1350                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 19               | 1905            | 1005 Lexington Boulevard | C                | 1785                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 19               | 1903            | 1003 Lexington Boulevard | C                | 1785                  | 1           | 1.075269%             | 1.075269%                        |
| 1            | 19               | 1901            | 1001 Lexington Boulevard | E                | 1832                  | 1           | 1.075269%             | 1.075269%                        |

## LEXINGTON MEADOWS Phase 1 &amp; 2

| Phase | Bldg. No. | Unit No. | St. Address              | Unit Type | Square Footage | Vote | Undivided Interest In | Common Charge |
|-------|-----------|----------|--------------------------|-----------|----------------|------|-----------------------|---------------|
|       |           |          |                          |           |                |      | Common Element        | Assessments   |
| 1     | 20        | 2015     | 1215 Lexington Boulevard | E         | 1032           | 1    | 1.075269%             | 1.075269%     |
| 1     | 20        | 2013     | 1213 Lexington Boulevard | A         | 1350           | 1    | 1.075269%             | 1.075269%     |
| 1     | 20        | 2011     | 1211 Lexington Boulevard | A         | 1350           | 1    | 1.075269%             | 1.075269%     |
| 1     | 20        | 2009     | 1209 Lexington Boulevard | A         | 1350           | 1    | 1.075269%             | 1.075269%     |
| 1     | 20        | 2007     | 1207 Lexington Boulevard | A         | 1350           | 1    | 1.075269%             | 1.075269%     |
| 1     | 20        | 2005     | 1205 Lexington Boulevard | A         | 1350           | 1    | 1.075269%             | 1.075269%     |
| 1     | 20        | 2003     | 1203 Lexington Boulevard | A         | 1350           | 1    | 1.075269%             | 1.075269%     |
| 1     | 20        | 2001     | 1201 Lexington Boulevard | E         | 1032           | 1    | 1.075269%             | 1.075269%     |
|       |           |          |                          |           |                |      |                       |               |
| 2     | 6         | 0600     | 1100 Lexington Boulevard | E         | 1785           | 1    | 1.075269%             | 1.075269%     |
| 2     | 6         | 0602     | 1102 Lexington Boulevard | A         | 1350           | 1    | 1.075269%             | 1.075269%     |
| 2     | 6         | 0604     | 1104 Lexington Boulevard | A         | 1350           | 1    | 1.075269%             | 1.075269%     |
| 2     | 6         | 0606     | 1106 Lexington Boulevard | A         | 1350           | 1    | 1.075269%             | 1.075269%     |
| 2     | 6         | 0608     | 1108 Lexington Boulevard | A         | 1350           | 1    | 1.075269%             | 1.075269%     |
| 2     | 6         | 0610     | 1110 Lexington Boulevard | E         | 1785           | 1    | 1.075269%             | 1.075269%     |
|       |           |          |                          |           |                |      |                       |               |
| 2     | 18        | 1801     | 801 Lexington Boulevard  | E         | 1032           | 1    | 1.075269%             | 1.075269%     |
| 2     | 18        | 1803     | 803 Lexington Boulevard  | A         | 1350           | 1    | 1.075269%             | 1.075269%     |
| 2     | 18        | 1805     | 805 Lexington Boulevard  | A         | 1350           | 1    | 1.075269%             | 1.075269%     |
| 2     | 18        | 1807     | 807 Lexington Boulevard  | A         | 1350           | 1    | 1.075269%             | 1.075269%     |
| 2     | 18        | 1809     | 809 Lexington Boulevard  | A         | 1350           | 1    | 1.075269%             | 1.075269%     |
| 2     | 18        | 1811     | 811 Lexington Boulevard  | C         | 1785           | 1    | 1.075269%             | 1.075269%     |
| 2     | 18        | 1813     | 813 Lexington Boulevard  | C         | 1785           | 1    | 1.075269%             | 1.075269%     |
| 2     | 18        | 1815     | 815 Lexington Boulevard  | E         | 1032           | 1    | 1.075269%             | 1.075269%     |
|       |           |          |                          |           |                |      |                       |               |
| 2     | 4         | 400      | 700 Lexington Boulevard  | H         | 2045           | 1    | 1.075269%             | 1.075269%     |
| 2     | 4         | 402      | 702 Lexington Boulevard  | G         | 2198           | 1    | 1.075269%             | 1.075269%     |
| 2     | 4         | 404      | 704 Lexington Boulevard  | G         | 2198           | 1    | 1.075269%             | 1.075269%     |
| 2     | 4         | 406      | 706 Lexington Boulevard  | G         | 2198           | 1    | 1.075269%             | 1.075269%     |
| 2     | 4         | 408      | 708 Lexington Boulevard  | G         | 2198           | 1    | 1.075269%             | 1.075269%     |
| 2     | 4         | 410      | 710 Lexington Boulevard  | G         | 2198           | 1    | 1.075269%             | 1.075269%     |
| 2     | 4         | 412      | 712 Lexington Boulevard  | G         | 2198           | 1    | 1.075269%             | 1.075269%     |
| 2     | 4         | 414      | 714 Lexington Boulevard  | H         | 2045           | 1    | 1.075269%             | 1.075269%     |
|       |           |          |                          |           |                |      |                       |               |
| 2     | 5         | 500      | 900 Lexington Boulevard  | H         | 2045           | 1    | 1.075269%             | 1.075269%     |
| 2     | 5         | 502      | 902 Lexington Boulevard  | G         | 2198           | 1    | 1.075269%             | 1.075269%     |
| 2     | 5         | 504      | 904 Lexington Boulevard  | G         | 2198           | 1    | 1.075269%             | 1.075269%     |
| 2     | 5         | 506      | 906 Lexington Boulevard  | G         | 2198           | 1    | 1.075269%             | 1.075269%     |
| 2     | 5         | 508      | 908 Lexington Boulevard  | G         | 2198           | 1    | 1.075269%             | 1.075269%     |
| 2     | 5         | 510      | 910 Lexington Boulevard  | G         | 2198           | 1    | 1.075269%             | 1.075269%     |
| 2     | 5         | 512      | 912 Lexington Boulevard  | G         | 2198           | 1    | 1.075269%             | 1.075269%     |
|       |           |          |                          |           |                |      |                       |               |
| 2     | 17        | 1701     | 601 Lexington Boulevard  | E         | 1032           | 1    | 1.075269%             | 1.075269%     |
| 2     | 17        | 1703     | 603 Lexington Boulevard  | A         | 1350           | 1    | 1.075269%             | 1.075269%     |
| 2     | 17        | 1705     | 605 Lexington Boulevard  | A         | 1350           | 1    | 1.075269%             | 1.075269%     |
| 2     | 17        | 1707     | 607 Lexington Boulevard  | A         | 1350           | 1    | 1.075269%             | 1.075269%     |
| 2     | 17        | 1709     | 609 Lexington Boulevard  | A         | 1350           | 1    | 1.075269%             | 1.075269%     |
| 2     | 17        | 1711     | 611 Lexington Boulevard  | E         | 1032           | 1    | 1.075269%             | 1.075269%     |

SCHEDULE - 3





**SCHEDULE A-4  
TO SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM**

**PLANS FOR BUILDINGS 1, 4, 5, 6, 7, 8, 13, 14, 15, 17, 18, 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.

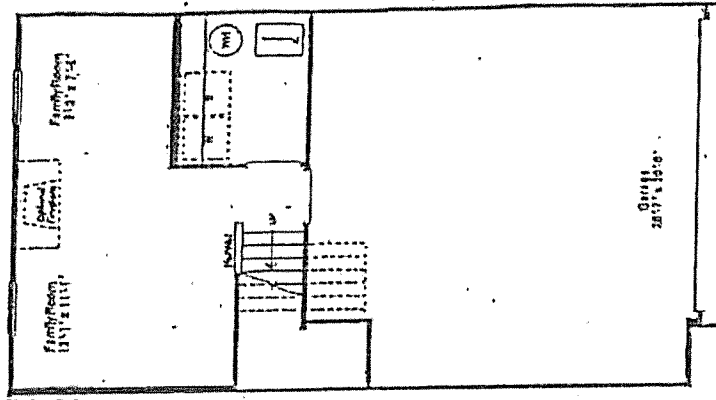
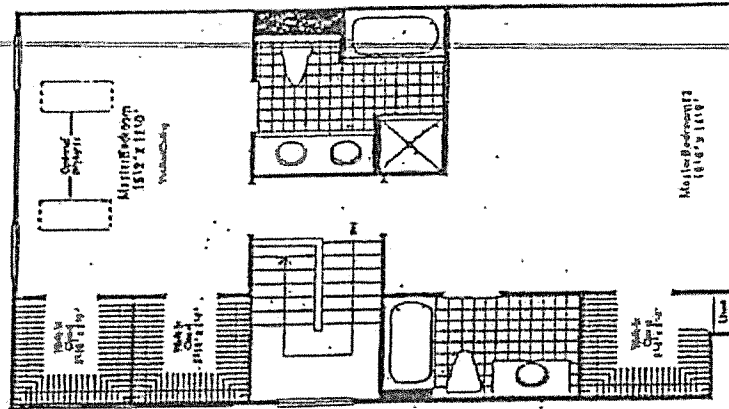
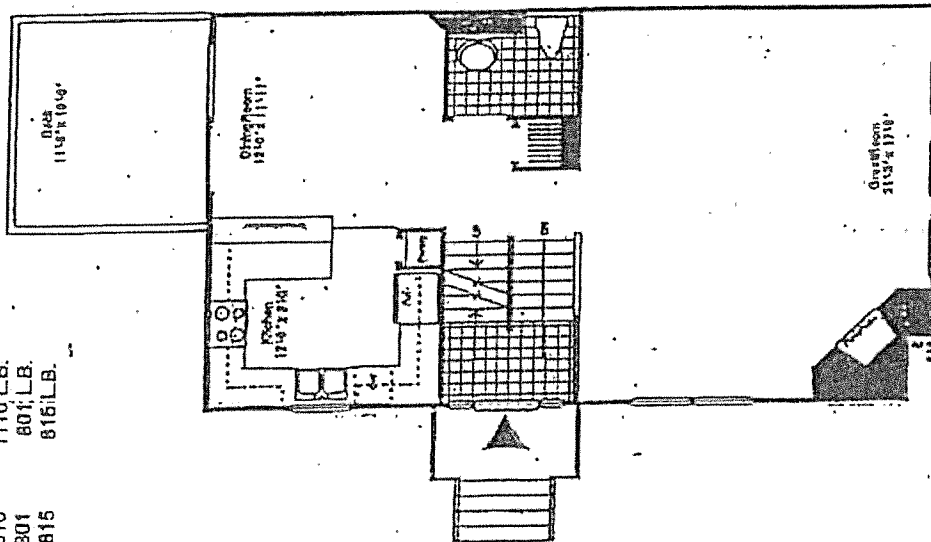
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It should be noted that all dimensions and all sizes shown on said plans are nominal dimensions and sizes and are subject to variation due to field conditions and/or construction procedures. There is no guarantee or warranty that the completed unit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

LEXINGTON MEADOWS  
Plan: E-646 • Date: 11-13-01  
Half Below Grade Plan

SCHEDULE A-4 FLOOR PLANS TO:

| Unit # | Address   | Bldg # | Unit # | Address  |
|--------|-----------|--------|--------|----------|
| 1501   | 201 L.B.  | 17     | 1701   | 601 L.B. |
| 1513   | 213 L.B.  | 17     | 1711   | 611 L.B. |
| 2001   | 1201 L.B. |        |        |          |
| 2015   | 1215 L.B. |        |        |          |
| 1901   | 1001 L.B. |        |        |          |
| 1915   | 1015 L.B. |        |        |          |
| 0600   | 1100 L.B. |        |        |          |
| 0610   | 1110 L.B. |        |        |          |
| 1801   | 801 L.B.  |        |        |          |
| 1815   | 815 L.B.  |        |        |          |

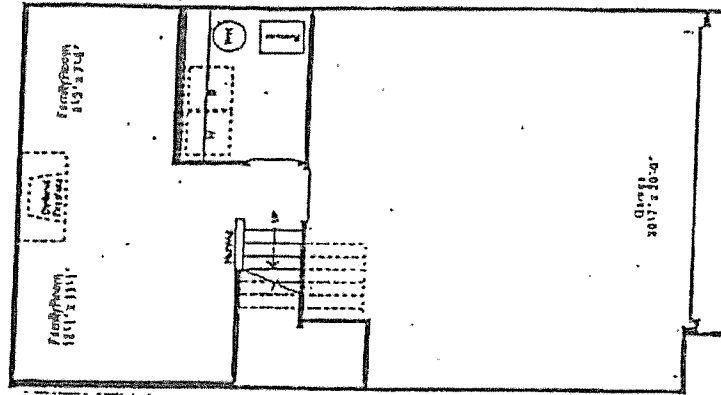
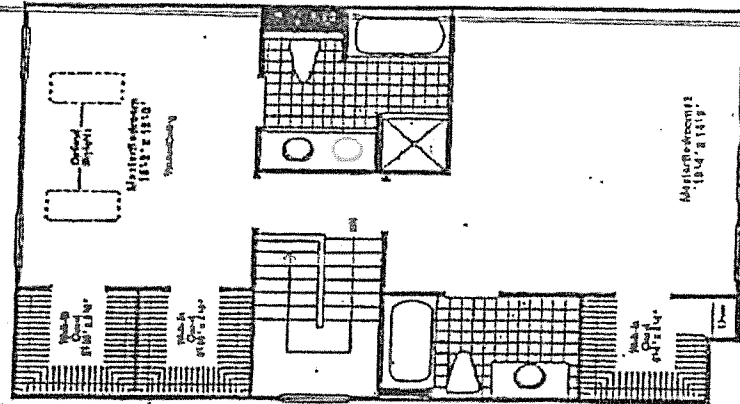
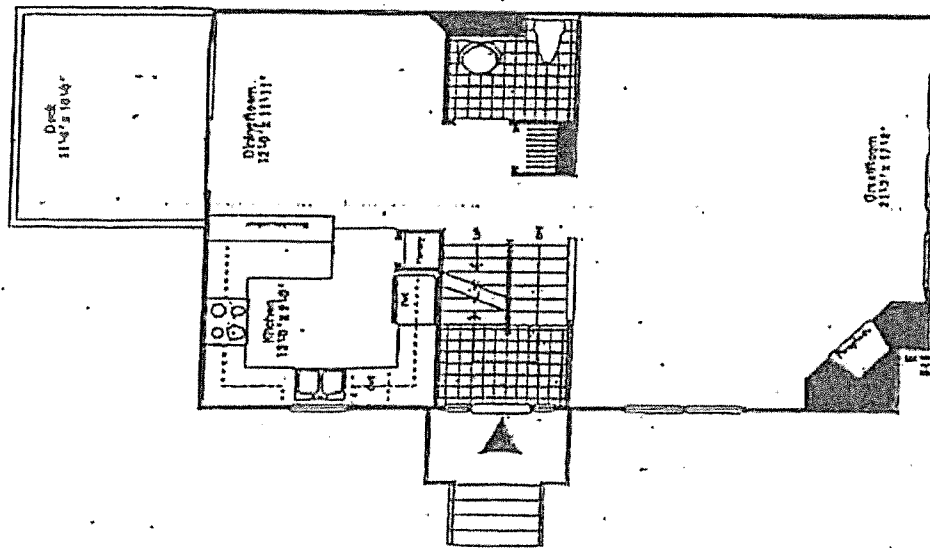


Bldg #  
13

Unit #  
1300

Address  
1300 L.B.

SCHEDULE A-4 FLOOR PLANS TO  
LEXINGTON MEADO. DECLARATION

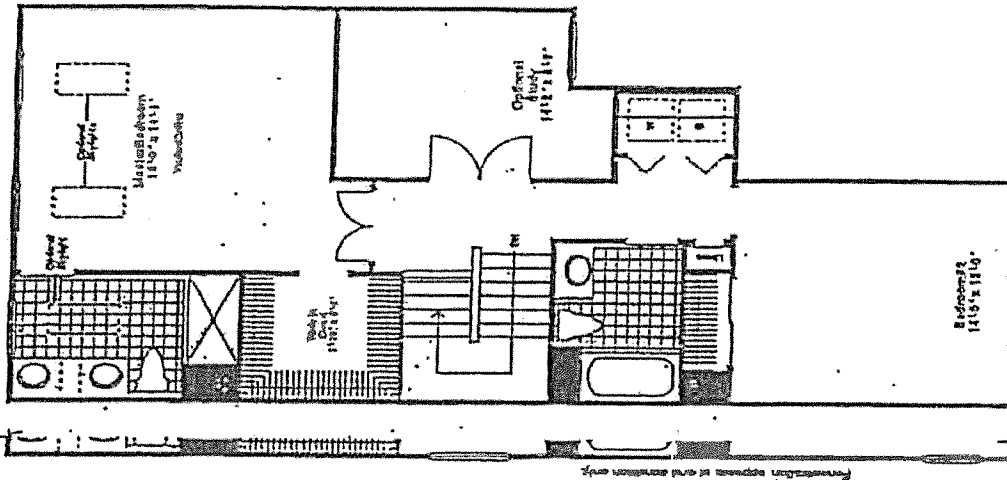


VOL 772 PAGE 0780

LEXINGTON MEADOWS  
Plan: E-646 Date: 11-13-01  
Below Grade Plan

LEXINGTON MEADOWS  
Plan: G-644 • Date: 11-13-01  
Alternate Second Level Plan

MODULE A-4 FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION

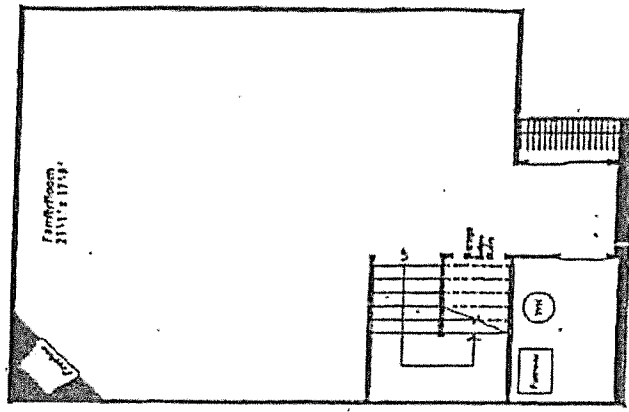
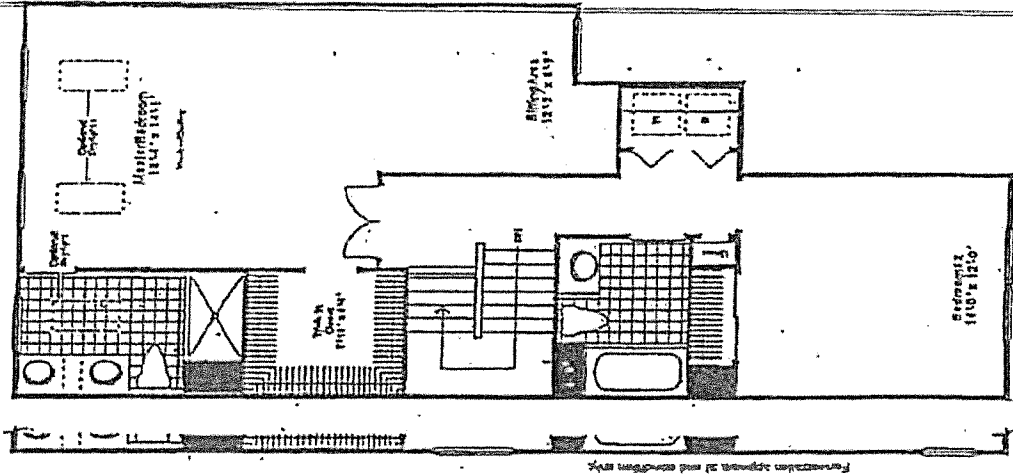
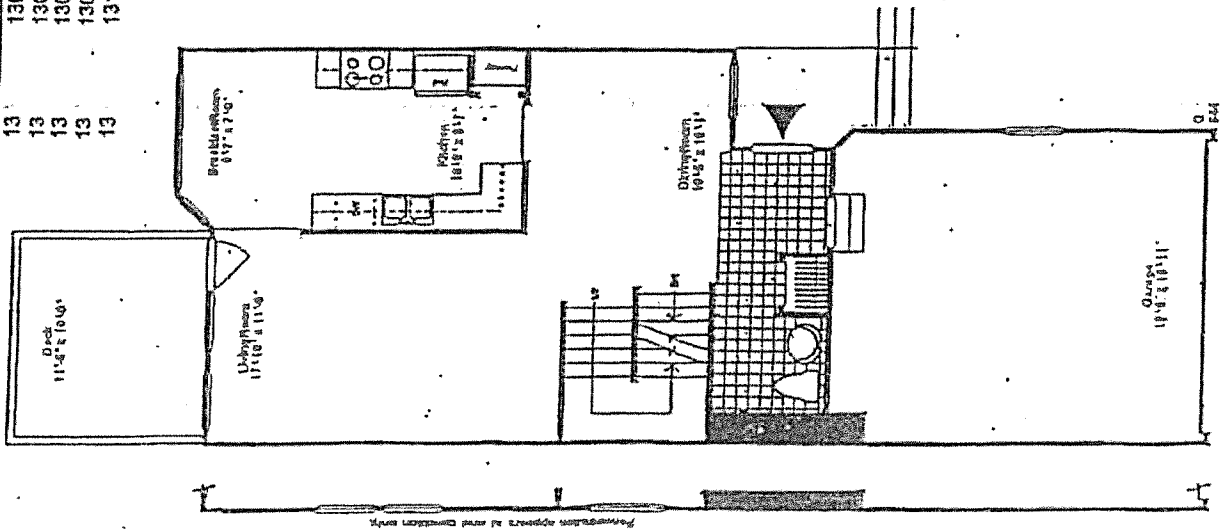


| Bldg # | Unit # | Address   |
|--------|--------|-----------|
| 1      | 0102   | 102 L.B.  |
| 1      | 0104   | 104 L.B.  |
| 1      | 0106   | 106 L.B.  |
| 1      | 0108   | 108 L.B.  |
| 1      | 0110   | 110 L.B.  |
| 14     | 1406   | 1506 L.B. |
| 14     | 1408   | 1508 L.B. |
| 14     | 1410   | 1510 L.B. |
| 14     | 1412   | 1512 L.B. |
| 8      | 0800   | 300 C.L.  |
| 8      | 0802   | 302 C.L.  |
| 8      | 0804   | 304 C.L.  |
| 8      | 0806   | 306 C.L.  |
| 7      | 0702   | 102 C.L.  |
| 7      | 0704   | 104 C.L.  |
| 7      | 0706   | 106 C.L.  |
| 7      | 0708   | 108 C.L.  |
| 13     | 1302   | 1302 L.B. |
| 13     | 1304   | 1304 L.B. |
| 13     | 1306   | 1306 L.B. |
| 13     | 1308   | 1308 L.B. |
| 13     | 1310   | 1310 L.B. |
| 13     | 1312   | 1312 L.B. |
| Bldg # | Unit # | Address   |
| 5      | 502    | 902 L.B.  |
| 5      | 504    | 904 L.B.  |
| 5      | 506    | 906 L.B.  |
| 5      | 508    | 908 L.B.  |
| 5      | 510    | 910 L.B.  |
| 5      | 512    | 912 L.B.  |
| 4      | 402    | 702 L.B.  |
| 4      | 404    | 704 L.B.  |
| 4      | 406    | 706 L.B.  |
| 4      | 408    | 708 L.B.  |
| 4      | 410    | 710 L.B.  |
| 4      | 412    | 712 L.B.  |

LEXINGTON MEADOWS  
Plan: G-844 • Date: 11-13-01  
Below Grade Plan

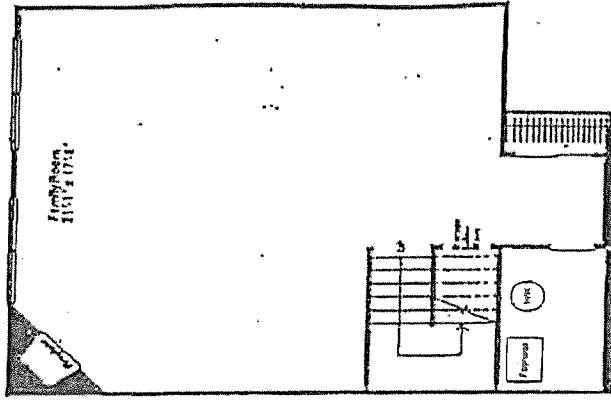
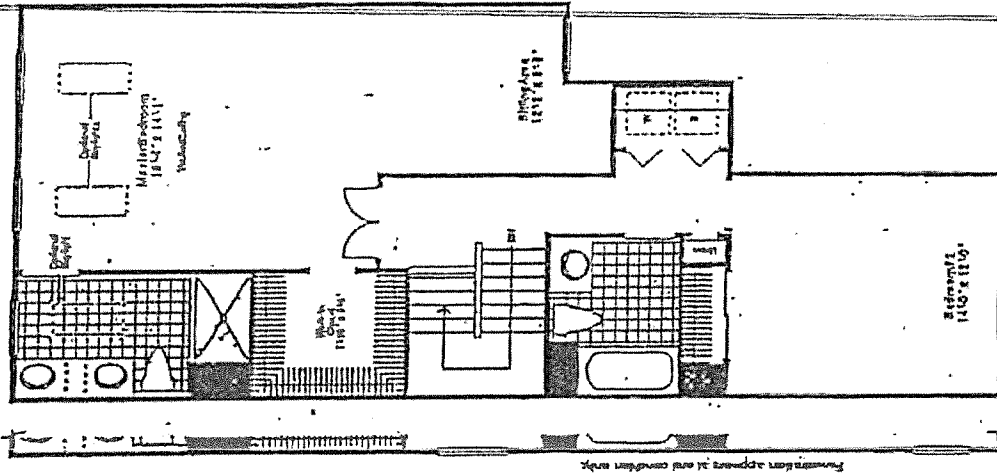
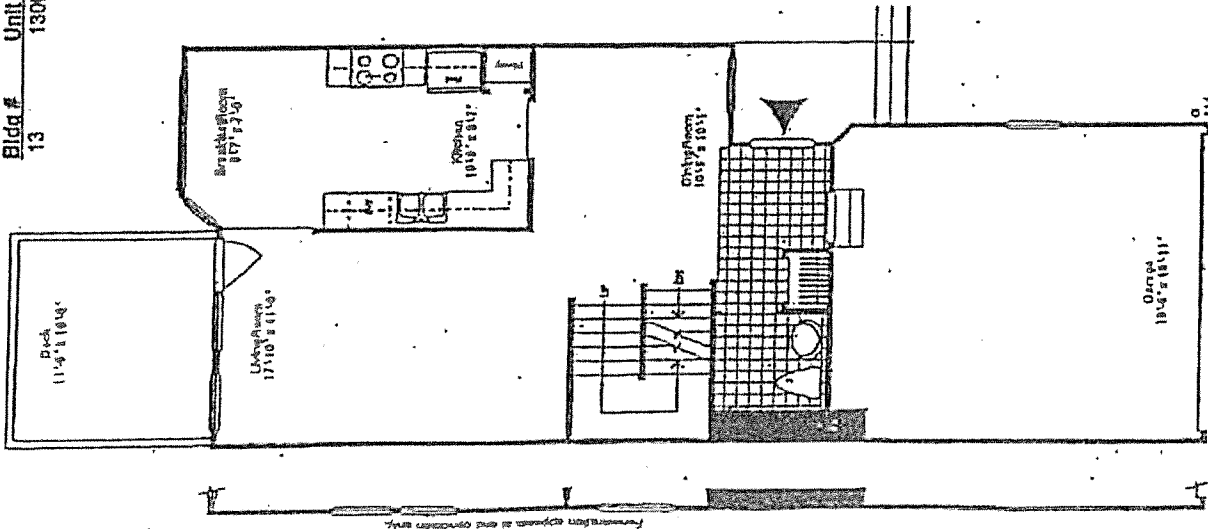
SCHEDULE A-4 FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION

| Bldg # | Unit # | Address   |
|--------|--------|-----------|
| 13     | 1302   | 1302 L.B. |
| 13     | 1304   | 1304 L.B. |
| 13     | 1306   | 1306 L.B. |
| 13     | 1308   | 1308 L.B. |
| 13     | 1310   | 1310 L.B. |



SCHEDULE A-4 FLOORPLANS TO  
LEXINGTON I DOWS DECLARATION

Bldg # Unit # Address  
13 1300 1300 L.B.

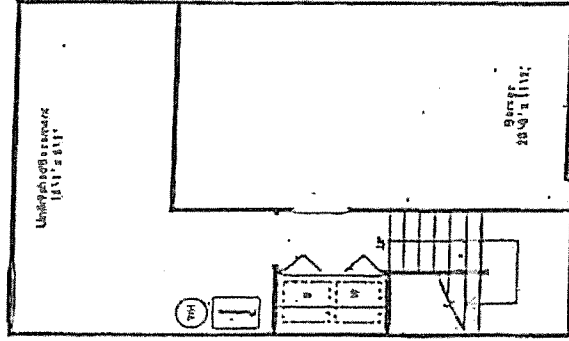
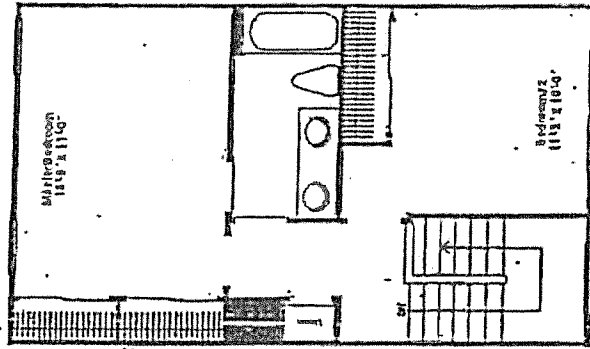
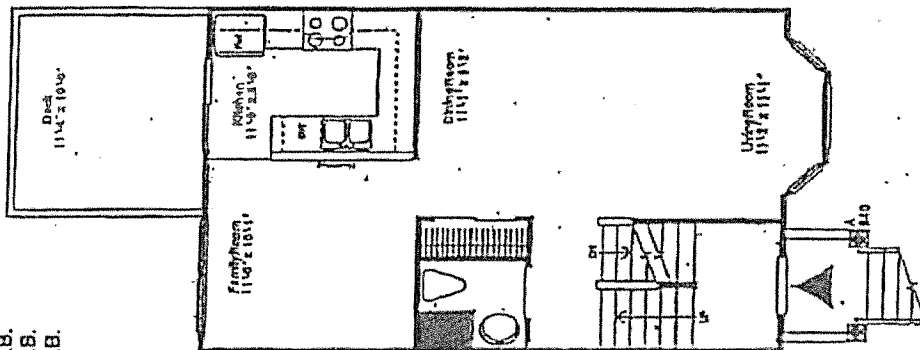


LEXINGTON MEADOWS  
Plan: G-644 • Date: 11-13-01  
Half Below Grade Plan

SCHF...LE A-4 FLOORPLANS TO  
-LEXING MEADOWS DECLARATION

| Bldg # | Unit # | Address   | Bldg # | Unit # | Address   |
|--------|--------|-----------|--------|--------|-----------|
| 15     | 1511   | 211 L.B.  | 8      | 0602   | 1102 L.B. |
| 20     | 2003   | 1203 L.B. | 8      | 0604   | 1104 L.B. |
| 20     | 2005   | 1205 L.B. | 8      | 0606   | 1106 L.B. |
| 20     | 2007   | 1207 L.B. | 8      | 0608   | 1108 L.B. |
| 20     | 2009   | 1209 L.B. | 18     | 1803   | 803 L.B.  |
| 20     | 2011   | 1211 L.B. |        |        |           |
| 20     | 2013   | 1213 L.B. |        |        |           |
| 19     | 1907   | 1007 L.B. |        |        |           |
| 19     | 1909   | 1009 L.B. |        |        |           |
| 19     | 1911   | 1011 L.B. |        |        |           |
| 18     | 1913   | 1013 L.B. |        |        |           |

| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 18     | 1805   | 805 L.B. |
| 18     | 1807   | 807 L.B. |
| 18     | 1809   | 809 L.B. |
| 17     | 1703   | 803 L.B. |
| 17     | 1705   | 805 L.B. |
| 17     | 1707   | 807 L.B. |
| 17     | 1709   | 809 L.B. |

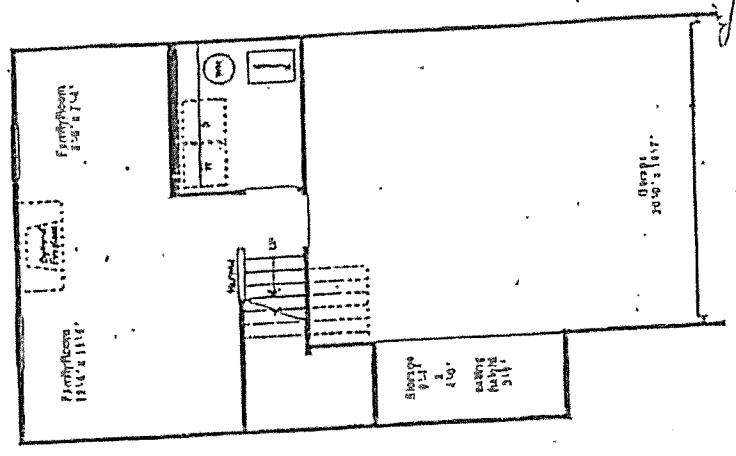
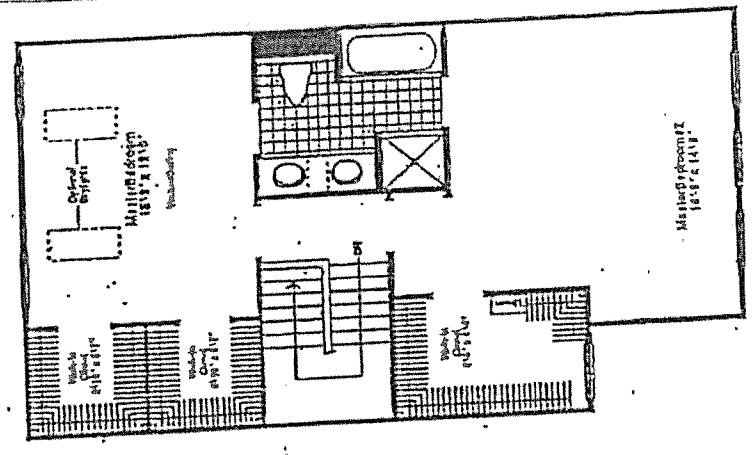
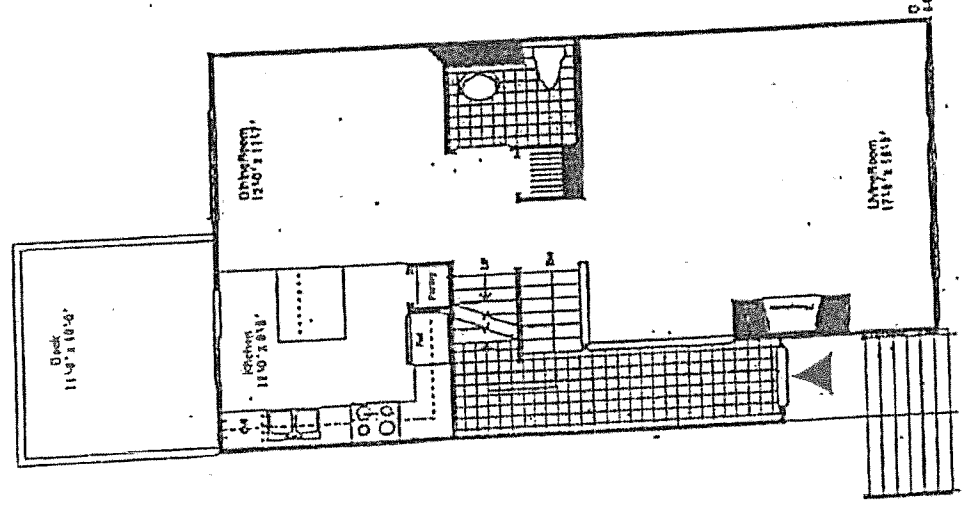


LEXINGTON MEADOWS  
Plan: A-840-Data: 11-13-01

LEXINGTON MEADOWS  
Plan: C-041 Date: 11-13-01

SCHEDULE 4 FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION

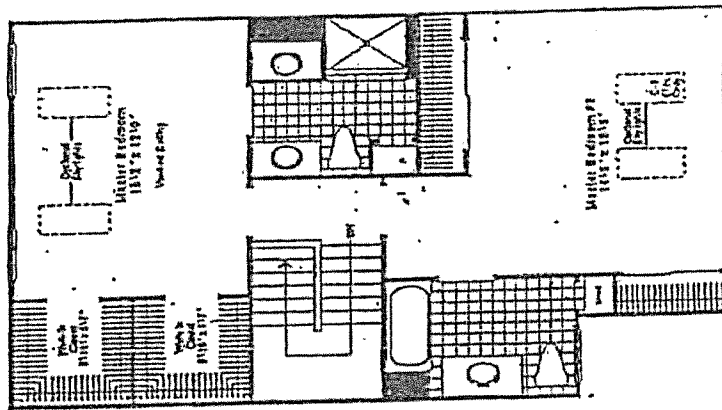
| Bldg # | Unit # | Address   |
|--------|--------|-----------|
| 15     | 1503   | 203 L.B.  |
| 15     | 1505   | 205 L.B.  |
| 15     | 1507   | 207 L.B.  |
| 15     | 1509   | 209 L.B.  |
| 15     | 1503   | 1003 L.B. |
| 19     | 1805   | 1005 L.B. |
| 18     | 1811   | 011 L.B.  |
| 18     | 1813   | 013 L.B.  |





LEXINGTON MEADOWS  
Plan: C-641 • Date: 11-13-01  
Alternate Second Level Plan

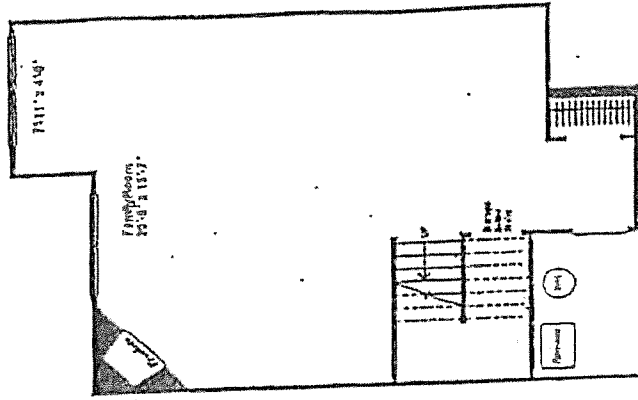
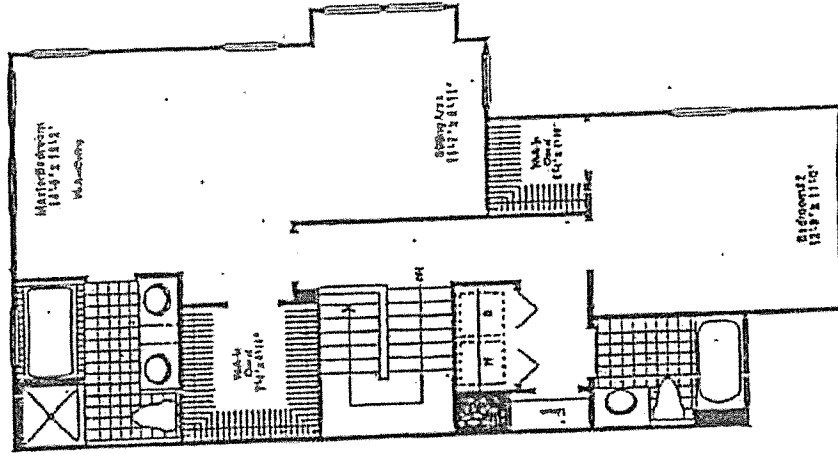
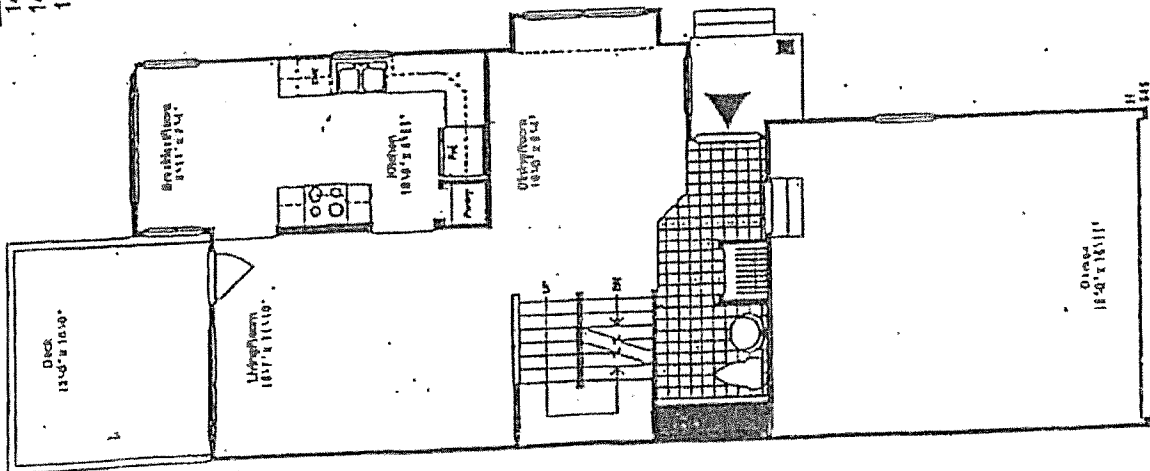
SC-7 DULE A-4 FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION



| Bldg # | Unit # | Address/Alternate |
|--------|--------|-------------------|
| 15     | 1605   | 205 L.B.          |
| 15     | 1507   | 207 L.B.          |
| 15     | 1509   | 209 L.B.          |
| 19     | 1805   | 1005 L.B.         |

SCHEDULE A-4 FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION:

| Bldg # | Unit # | Address   |
|--------|--------|-----------|
| 14     | 1400   | 1500 L.B. |
| 14     | 1414   | 1514 L.B. |
| 13     | 1314   | 1314 L.B. |

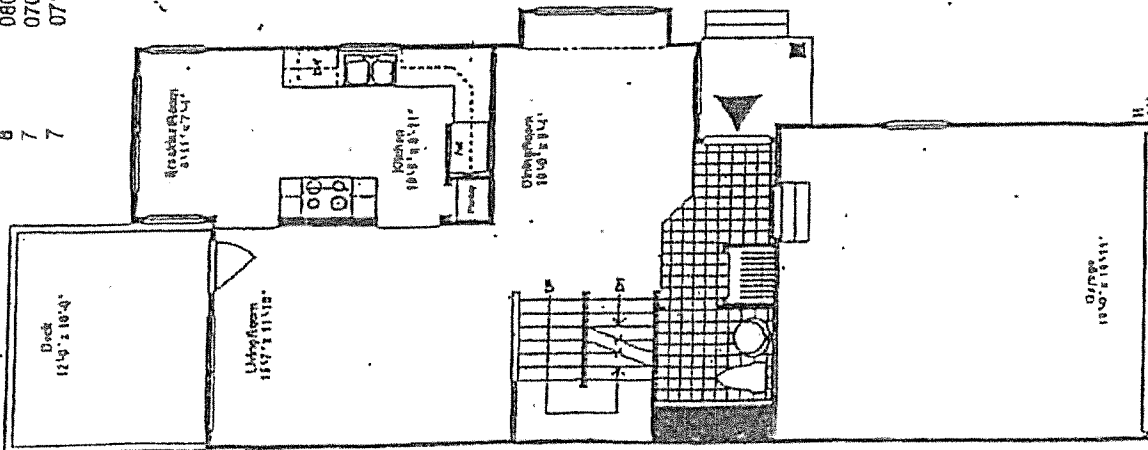


LEXINGTON MEADOWS  
Plan: H-645-Date: 11-13-01  
Half Below Grade Plan

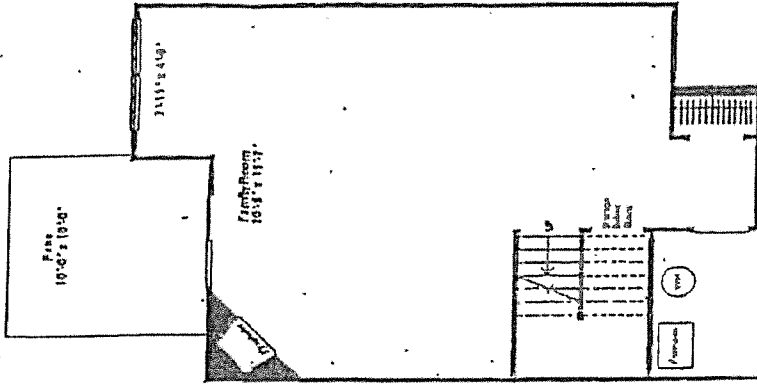
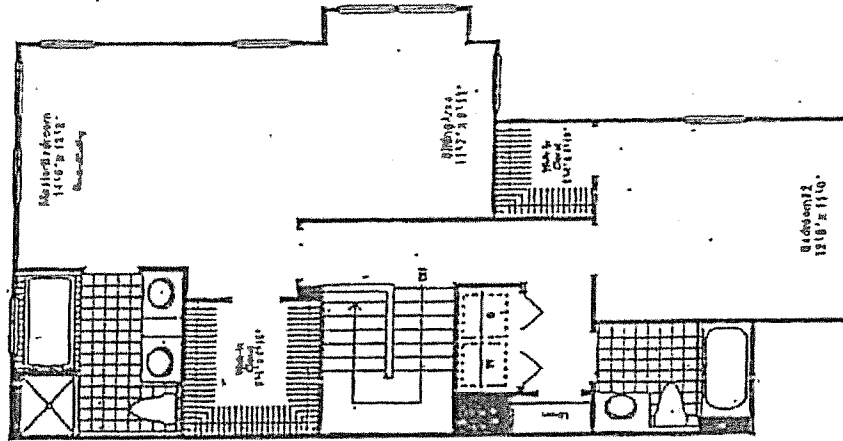
LEXINGTON MEADOWS  
Plan: H-645-Date: 11-19-01  
Above Grade Plan

SCI FILE A-4 FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION

| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 1      | 0100   | 100 L.B. |
| 1      | 0114   | 114 L.B. |
| 8      | 0600   | 300 C.L. |
| 7      | 0700   | 100 C.L. |
| 7      | 0710   | 110 C.L. |



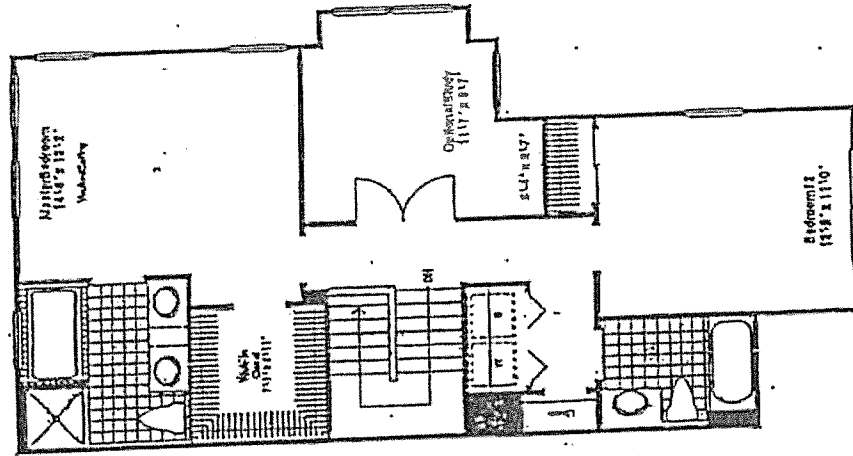
| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 6      | 0500   | 900 L.B. |
| 4      | 0400   | 700 L.B. |
| 4      | 0414   | 714 L.B. |



LEXINGTON MEADOWS  
 Plan: H-646 Date: 11-13-01  
 Alternate Second Level Plan

LEXINGTON MEADOWS DECLARATION  
 SCHEDULE A-4 FLOOR PLANS TO

| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 1      | 0100   | 100 L.B. |
| 1      | 0114   | 114 L.B. |
| 8      | 0800   | 300 C.L. |
| 7      | 0700   | 100 C.L. |
| 7      | 0710   | 110 C.L. |
| 5      | 0500   | 800 L.B. |
| 4      | 0400   | 700 L.B. |
| 4      | 0414   | 714 L.B. |





Registered Engineer  
Registration No. 20616  
Building "18" only



SCHEDULE A-5-3

# 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 City of Danbury.

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

- I hereby certify to the Court:
1. 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 "".
  2. That said certificate is made pursuant to the provisions of Section 47-220 of the Common Interest Ownership Act of the Connecticut General Statutes.
- JUDGE

Dated: January 29, 2002



Name: Ronald L. George, P.E.  
CCA, LLC

Registered Engineer  
Registration No. : 20616  
Building "13" only



100

## ENGINEER'S CERTIFICATE OF COMPLETION

42

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

1. 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 "".

Dated: April 29, 2002



Name: Ronald J. George, P.E.  
CCA, LLC  
 Registered Engineer  
 Registration No. 20616  
 Building "7" only

## 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.

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

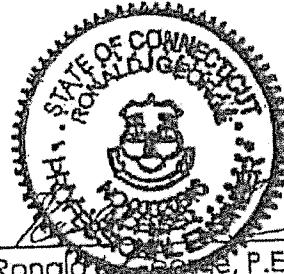
1. That all structural components of the buildings containing the Units of ~~Lexington Meadows~~ are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Compilation Plan" and the plans attached, as Schedule A-4 entitled "\_\_\_\_\_".
2. That said certificate is made pursuant to the provisions of Section 47-220 of the Common Interest Ownership Act of the Connecticut General Statutes.

Name: Ronald George, P.E.  
CCA, LLC  
Registered Engineer  
Registration No. 20616  
Building "8" only

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.

1. 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 "".

Dated: June 6, 2002



Name: Ronald C. George, P.E.  
CCA, LLC  
Registered Engineer  
Registration No. 20616  
Building "5" only



Third Amendment to  
Declaration of Lexington Meadows  
Danbury and Bethel Connecticut

---

Recorded in Bethel

**THIRD AMENDMENT TO DECLARATION OF  
LEXINGTON MEADOWS, 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:

1. Section 4.1 is deleted and the following substituted therefor: "The Common Interest Community presently contains one hundred and seven (107) Units. The Declarant may create an additional eight (8) 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 eight (8) 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 one hundred seven (107) Units created, each will have 1/107<sup>th</sup> share (.934579%) 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 one hundred seven (107) Units created, each would have 1/107<sup>th</sup> share (.934579%) in the Common Interest Community."
5. Article XXIX, last sentence is deleted in its entirety and the following substituted therefor: "With regard to the number of units in the Common Interest Community presently declared, there are 29 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.
7. Schedule A-3 (survey) is deleted in its entirety and the attached Amended Schedule A-3 is substituted therefor.
8. Schedule A-4 (plans) is deleted in its entirety and the attached Amended Schedule A-4 is substituted therefor.
9. Schedule A-5 (engineer's certificate of completion) is amended by the addition of attached Schedule A-5-8.

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, and the First Amendment to the Declaration, as recorded on the Danbury Land Records, on 5/30/02, Volume 1441, Page 0823, Map 11228, and on the Bethel Land Records, on 5/30/02, Volume 762, Page 363, Map File 24, Map 51, and the Second Amendment to the Declaration, as recorded on the Danbury Land Records, on 9/20/02, Volume 1467, Page 148, Map 11298, and on the Bethel Land Records, on 9/20/02, Volume 772, Page 773, Map File 24, Map 63, remains in full force and effect, except as amended herein.

VOL 784-14000300

IN WITNESS WHEREOF, the Declarant has caused this Third Amendment to be executed this 17<sup>th</sup> day of DECEMBER, 2002.

Signed, Sealed and Delivered  
in the Presence of:

[Signature]  
[Signature]

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

By [Signature]  
Christopher T. Baker  
Vice President

STATE OF NEW YORK )

COUNTY OF WESTCHESTER )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2002 by Chris Baker, an officer of Baker Companies, Inc., the General Partner of Baker Residential Limited Partnership, a Connecticut limited partnership, on behalf of the limited partnership.

M. Moss DiFalco  
Notary Public, State of New York  
No. 01D16068808  
Qualified in Westchester County  
Commission Expires Jan. 14, 2006

[Signature]  
Notary Public

## LEXINGTON MEADOWS Phase 1 &amp; 2

| Phase | Bldg. No. | Unit No. | SI Address               | Unit Type | Square Footage | Vote | Undivided Interest in Common Element | Common Charge Assessments |
|-------|-----------|----------|--------------------------|-----------|----------------|------|--------------------------------------|---------------------------|
| 1     | 20        | 2015     | 1215 Lexington Boulevard | E         | 1832           | 1    | 0.934579%                            | 0.934579%                 |
| 1     | 20        | 2013     | 1213 Lexington Boulevard | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 1     | 20        | 2011     | 1211 Lexington Boulevard | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 1     | 20        | 2009     | 1209 Lexington Boulevard | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 1     | 20        | 2007     | 1207 Lexington Boulevard | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 1     | 20        | 2005     | 1205 Lexington Boulevard | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 1     | 20        | 2003     | 1203 Lexington Boulevard | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 1     | 20        | 2001     | 1201 Lexington Boulevard | E         | 1832           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 6         | 0600     | 1100 Lexington Boulevard | E         | 1785           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 6         | 0602     | 1102 Lexington Boulevard | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 6         | 0604     | 1104 Lexington Boulevard | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 6         | 0606     | 1106 Lexington Boulevard | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 6         | 0608     | 1108 Lexington Boulevard | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 6         | 0610     | 1110 Lexington Boulevard | E         | 1785           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 18        | 1801     | 801 Lexington Boulevard  | E         | 1832           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 18        | 1803     | 803 Lexington Boulevard  | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 18        | 1805     | 805 Lexington Boulevard  | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 18        | 1807     | 807 Lexington Boulevard  | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 18        | 1809     | 809 Lexington Boulevard  | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 18        | 1811     | 811 Lexington Boulevard  | C         | 1785           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 18        | 1813     | 813 Lexington Boulevard  | C         | 1785           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 18        | 1815     | 815 Lexington Boulevard  | E         | 1832           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 4         | 400      | 700 Lexington Boulevard  | H         | 2045           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 4         | 402      | 702 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 4         | 404      | 704 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 4         | 406      | 706 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 4         | 408      | 708 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 4         | 410      | 710 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 4         | 412      | 712 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 4         | 414      | 714 Lexington Boulevard  | H         | 2045           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 5         | 500      | 900 Lexington Boulevard  | H         | 2045           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 5         | 502      | 902 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 5         | 504      | 904 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 5         | 506      | 906 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 5         | 508      | 908 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 5         | 510      | 910 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 5         | 512      | 912 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 17        | 1701     | 601 Lexington Boulevard  | E         | 1832           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 17        | 1703     | 603 Lexington Boulevard  | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 17        | 1705     | 605 Lexington Boulevard  | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 17        | 1707     | 607 Lexington Boulevard  | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 17        | 1709     | 609 Lexington Boulevard  | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 17        | 1711     | 611 Lexington Boulevard  | E         | 1832           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 18        | 1801     | 401 Lexington Boulevard  | E         | 1832           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 18        | 1803     | 403 Lexington Boulevard  | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 18        | 1805     | 405 Lexington Boulevard  | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 18        | 1807     | 407 Lexington Boulevard  | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 18        | 1809     | 409 Lexington Boulevard  | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 18        | 1811     | 411 Lexington Boulevard  | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 18        | 1813     | 413 Lexington Boulevard  | A         | 1350           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 18        | 1815     | 415 Lexington Boulevard  | E         | 1832           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 3         | 300      | 500 Lexington Boulevard  | H         | 2045           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 3         | 302      | 502 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 3         | 304      | 504 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 3         | 306      | 506 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 3         | 308      | 508 Lexington Boulevard  | G         | 2198           | 1    | 0.934579%                            | 0.934579%                 |
| 2     | 3         | 310      | 510 Lexington Boulevard  | H         | 2045           | 1    | 0.934579%                            | 0.934579%                 |





**SCHEDULE A-4  
TO THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM**

**PLANS FOR BUILDINGS 1,3, 4, 5, 6, 7, 8, 13, 14, 15,16 17, 18, 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.

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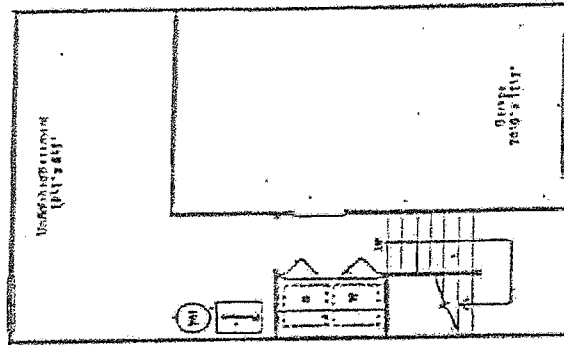
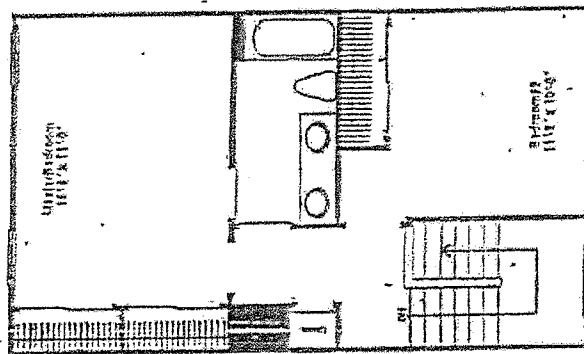
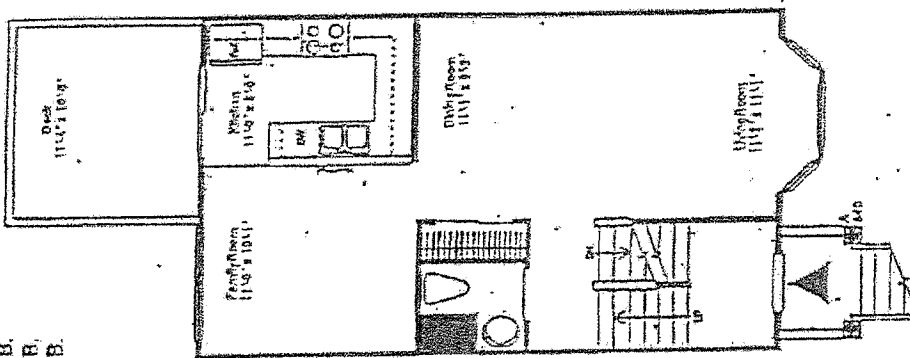
It should be noted that all dimensions and all sizes shown on said plans are nominal dimensions and sizes and are subject to variation due to field conditions and/or construction procedures. There is no guarantee or warranty that the completed unit as constructed will conform exactly to the plans as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

SCHEDULE A-4 FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION

| Bldg # | Unit # | Address   |
|--------|--------|-----------|
| 15     | 1511   | 211 L.B.  |
| 20     | 13     | 1203 L.B. |
| 20     | 35     | 1205 L.B. |
| 20     | 2007   | 1207 L.B. |
| 20     | 2008   | 1208 L.B. |
| 20     | 2011   | 1211 L.B. |
| 20     | 2013   | 1213 L.B. |
| 19     | 1907   | 1007 L.B. |
| 19     | 1908   | 1008 L.B. |
| 19     | 1911   | 1011 L.B. |
| 19     | 1913   | 1013 L.B. |

| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 18     | 1805   | 805 L.B. |
| 18     | 1807   | 807 L.B. |
| 18     | 1809   | 809 L.B. |
| 17     | 1703   | 603 L.B. |
| 17     | 1705   | 605 L.B. |
| 17     | 1707   | 607 L.B. |
| 17     | 1708   | 608 L.B. |

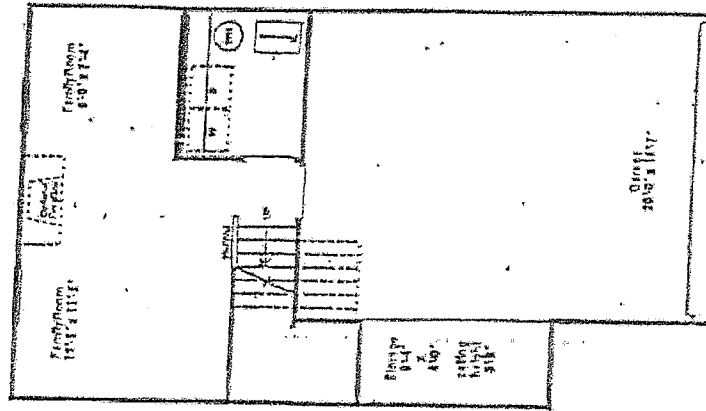
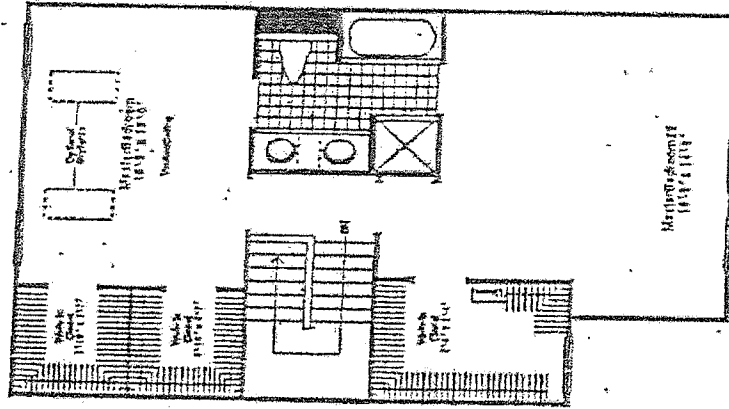
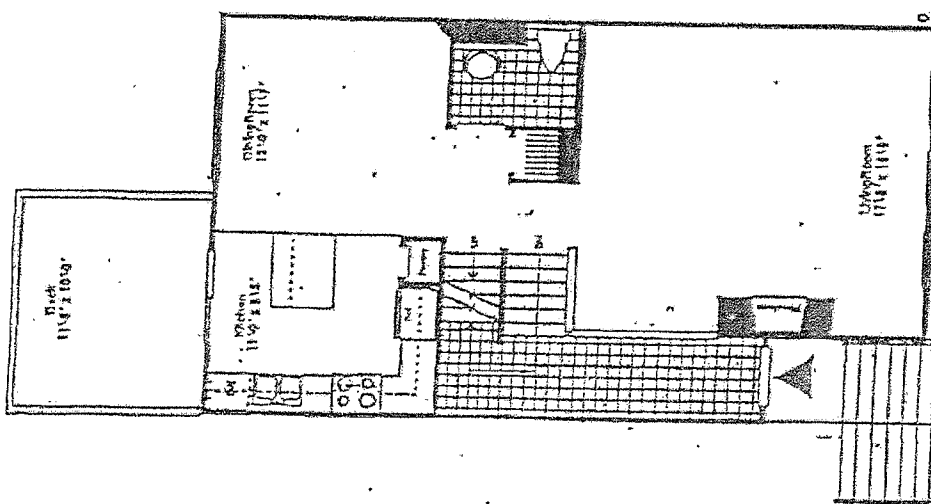
| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 16     | 1603   | 403 L.B. |
| 18     | 1805   | 405 L.B. |
| 16     | 1607   | 407 L.B. |
| 16     | 1609   | 409 L.B. |
| 16     | 1611   | 411 L.B. |
| 18     | 1613   | 413 L.B. |



LEXINGTON MEADOWS  
Plan: C-641 • Date: 11-13-01

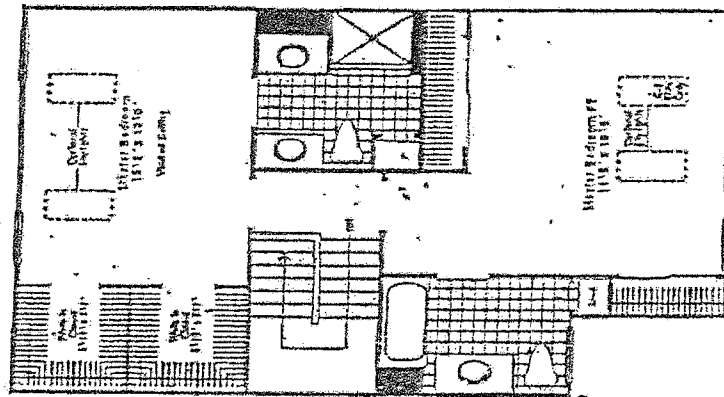
SCHEDULE A FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION

| UNIT | UNIT NO. | SQ. FT.  |
|------|----------|----------|
| 15   | 1603     | 203 LB.  |
| 15   | 1605     | 205 LB.  |
| 15   | 07       | 207 LB.  |
| 15   | 1609     | 209 LB.  |
| 18   | 1903     | 1003 LB. |
| 18   | 1905     | 1005 LB. |
| 18   | 1811     | 811 LB.  |
| 18   | 1813     | 813 LB.  |



LEXINGTON MEADOWS  
Plan: C-841 • Date: 11-13-01  
Alternate Second Level Plan

SCHEDULE A-4 FLOOR PLANS TO  
LEXINGTON MEADOWS DECLARATION



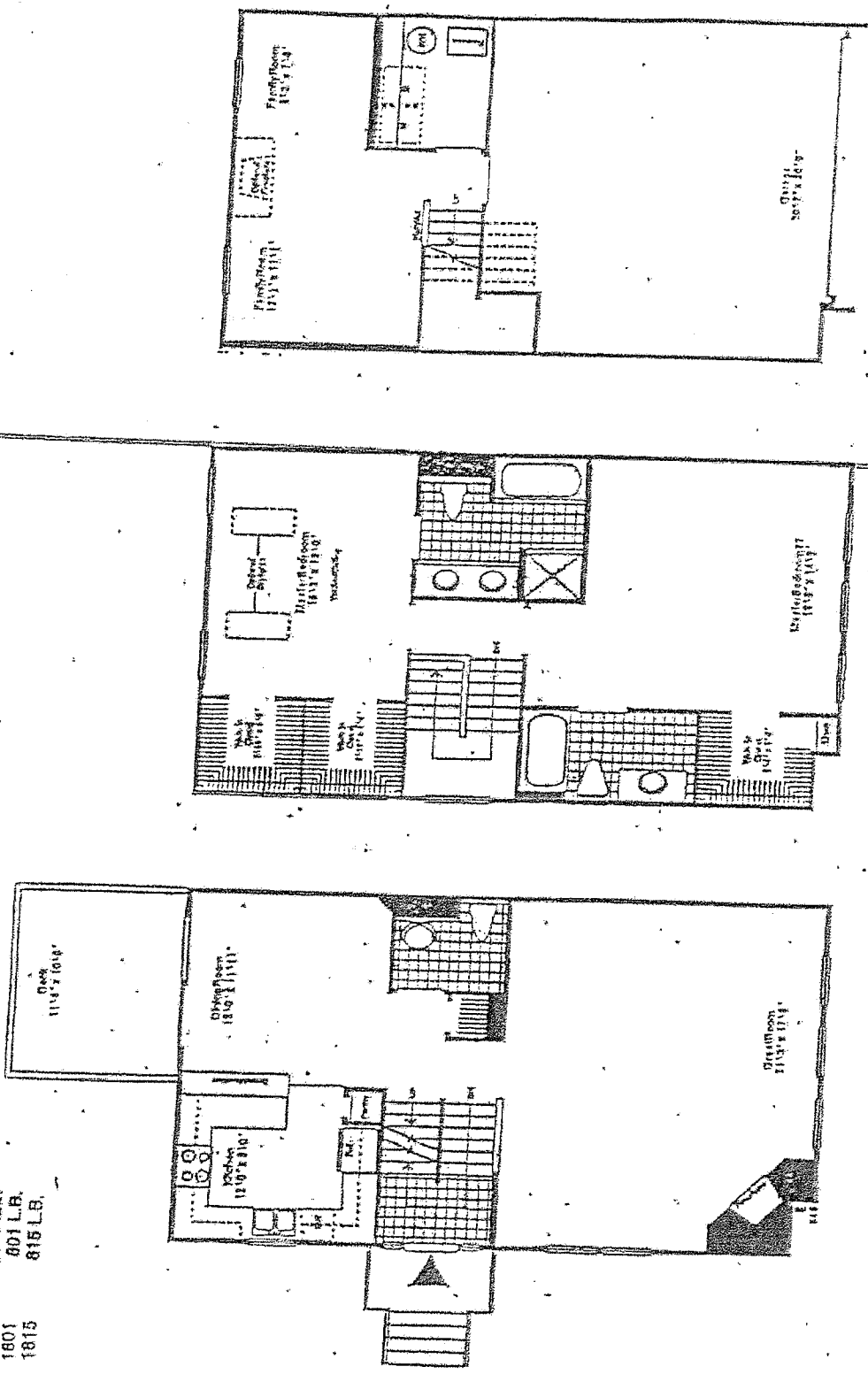
| Blk # | Unit # | Address/Alternate |
|-------|--------|-------------------|
| 15    | 1505   | 205 L.B.          |
| 15    | 1507   | 207 L.B.          |
| 15    | 1509   | 209 L.B.          |
| 15    | 1506   | 1005 L.B.         |

LEXINGTON MEADOWS  
 Plan E-646-Date: 11-13-01  
 Half Below Grade Plan

SCHEDULE A-4 FLOOR PLANS TO  
 LEXINGTON MEADOWS DECLARATION

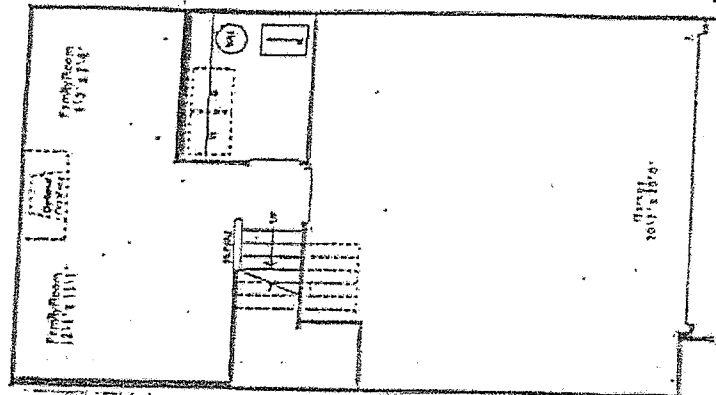
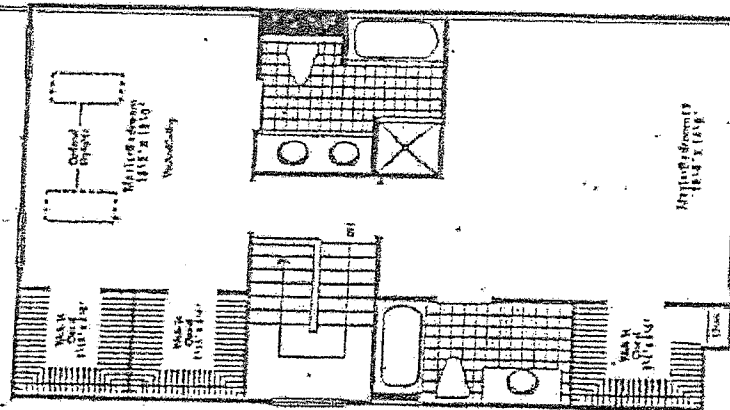
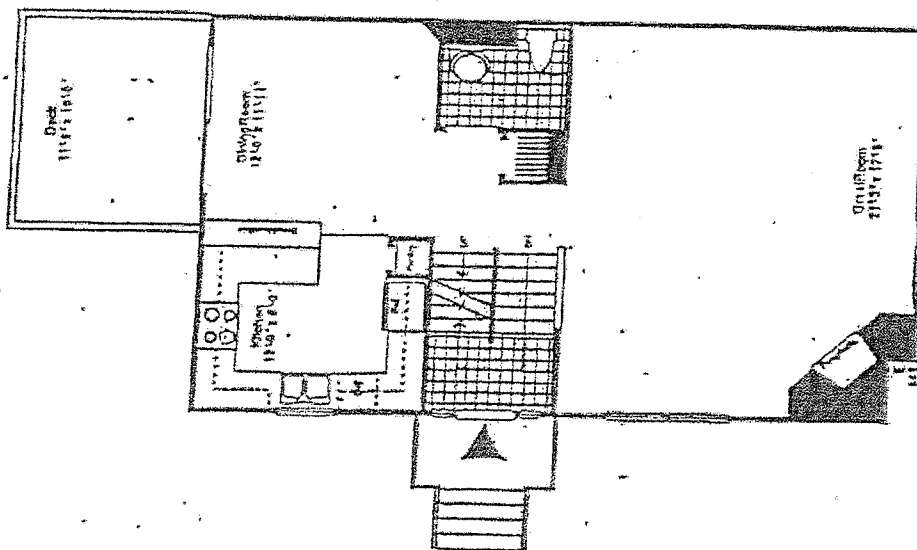
| Bldg # | Unit # | Address   |
|--------|--------|-----------|
| 16     | 201    | L.B.      |
| 16     | 1513   | 213 L.B.  |
| 20     | 2001   | 1201 L.B. |
| 20     | 2015   | 1215 L.B. |
| 18     | 1801   | 1001 L.B. |
| 18     | 1815   | 1015 L.B. |
| 6      | 0600   | 1100 L.B. |
| 6      | 0610   | 1110 L.B. |
| 18     | 1801   | 601 L.B.  |
| 18     | 1815   | 615 L.B.  |

| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 16     | 1601   | 401 L.B. |
| 16     | 1615   | 415 L.B. |



Blk # 13 Unit # 1300 Address 1300 L.B.

SCHEDULE A-4 FLOORPLANS TO  
LEXINGTON MEADOW, CLARATION

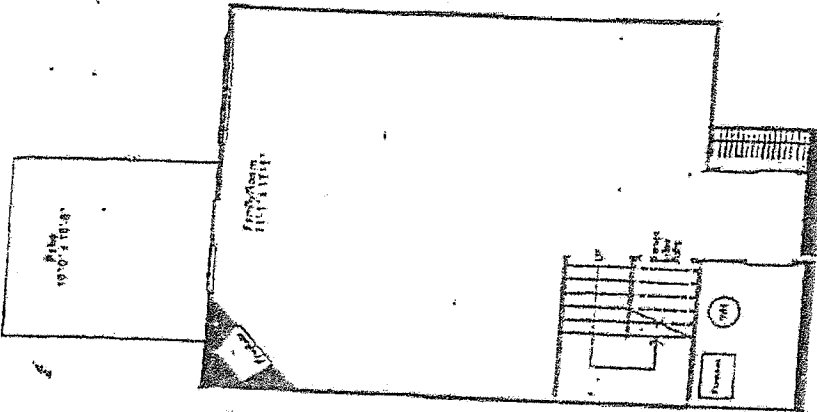
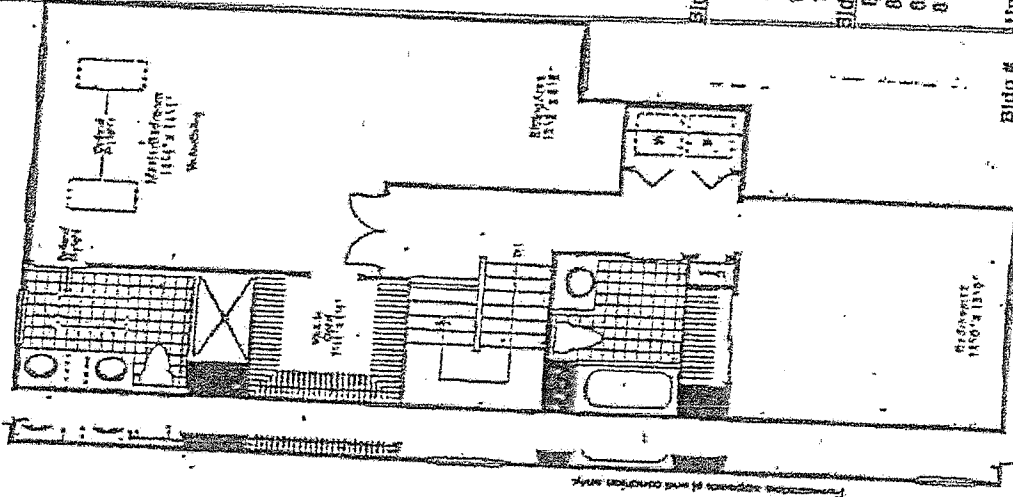
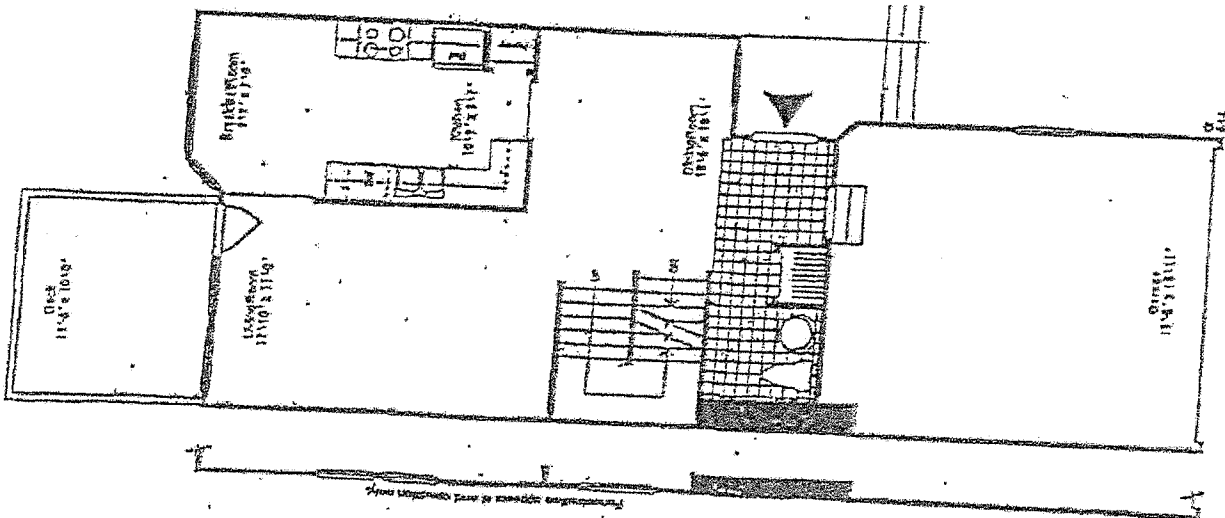


VOL 784 PAGE 0099

VOL 762 PAGE 0389

LEXINGTON MEADOWS  
Plan: E-646 Date: 11-13-01  
Below Grade Plan

SCHEMATIC A-4 FLOOR PLANS TO  
LEXINGTON MEADOWS DECLARATION



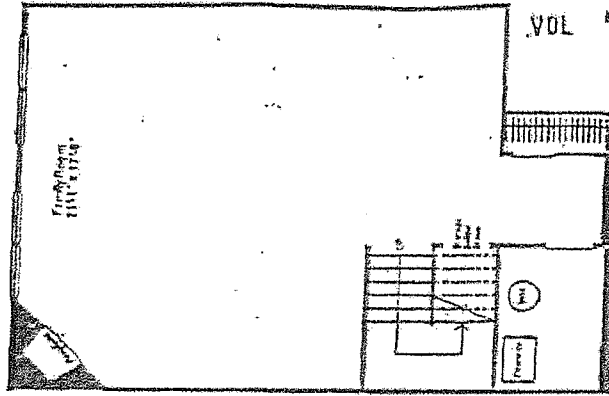
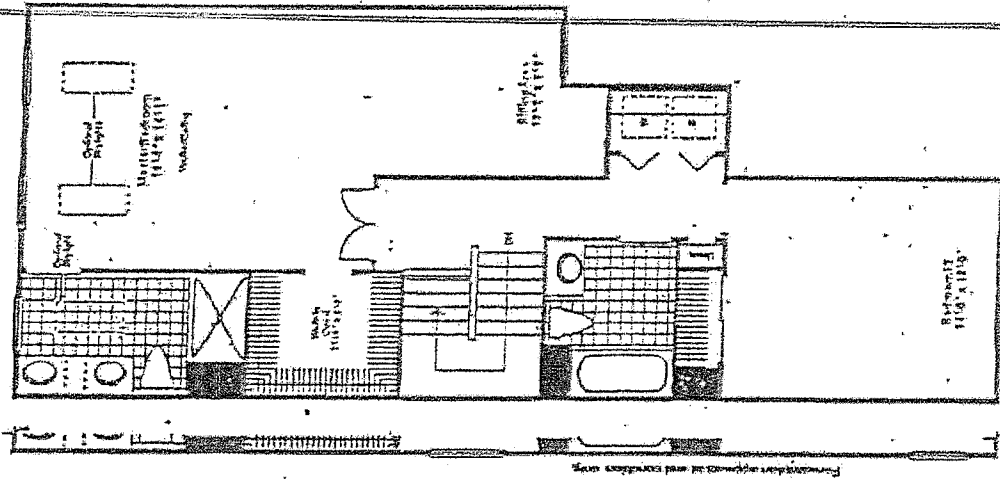
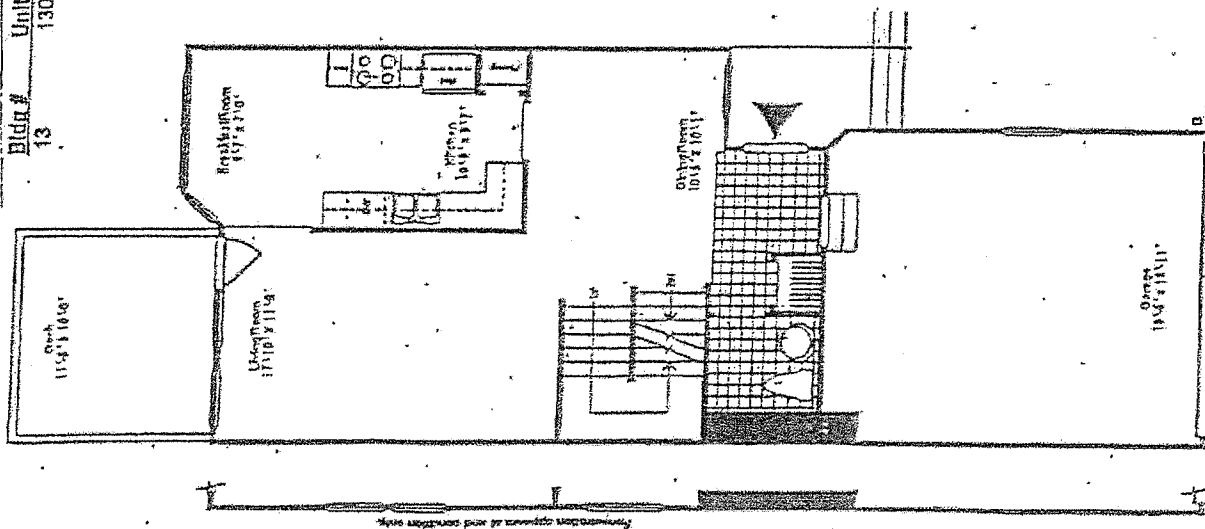
| Unit #   | Address  | Unit # | Address  |
|----------|----------|--------|----------|
| 102 L.B. | 102 L.B. | 502    | 502 L.B. |
| 104 L.B. | 104 L.B. | 504    | 504 L.B. |
| 106 L.B. | 106 L.B. | 506    | 506 L.B. |
| 108 L.B. | 108 L.B. | 508    | 508 L.B. |
| 110 L.B. | 110 L.B. | 510    | 510 L.B. |
| 112 L.B. | 112 L.B. | 512    | 512 L.B. |
| 114 L.B. | 114 L.B. | 514    | 514 L.B. |
| 116 L.B. | 116 L.B. | 516    | 516 L.B. |
| 118 L.B. | 118 L.B. | 518    | 518 L.B. |
| 120 L.B. | 120 L.B. | 520    | 520 L.B. |
| 122 L.B. | 122 L.B. | 522    | 522 L.B. |
| 124 L.B. | 124 L.B. | 524    | 524 L.B. |
| 126 L.B. | 126 L.B. | 526    | 526 L.B. |
| 128 L.B. | 128 L.B. | 528    | 528 L.B. |
| 130 L.B. | 130 L.B. | 530    | 530 L.B. |
| 132 L.B. | 132 L.B. | 532    | 532 L.B. |
| 134 L.B. | 134 L.B. | 534    | 534 L.B. |
| 136 L.B. | 136 L.B. | 536    | 536 L.B. |
| 138 L.B. | 138 L.B. | 538    | 538 L.B. |
| 140 L.B. | 140 L.B. | 540    | 540 L.B. |
| 142 L.B. | 142 L.B. | 542    | 542 L.B. |

LEXINGTON MEADOWS  
Plan G-644 Date: 11-19-01  
Above Grade Plan



SCHEDULE A-4 FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION

Bldg # 13 Unit # 1300 Address 1300 LB.



VOL 762 PAGE 0375

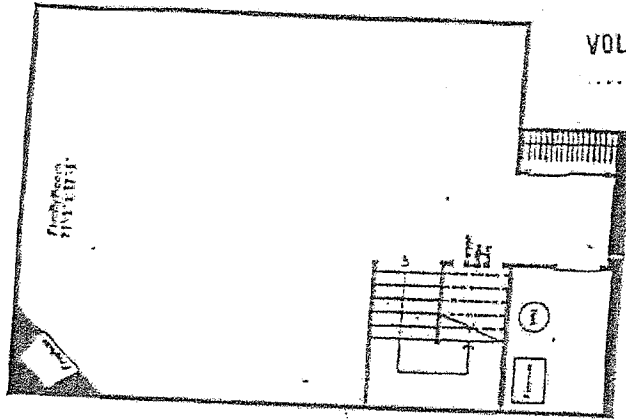
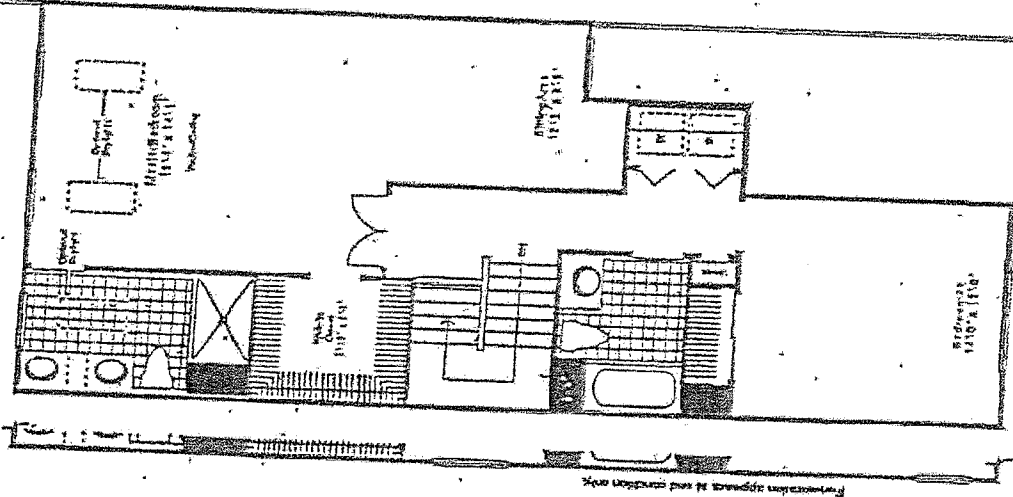
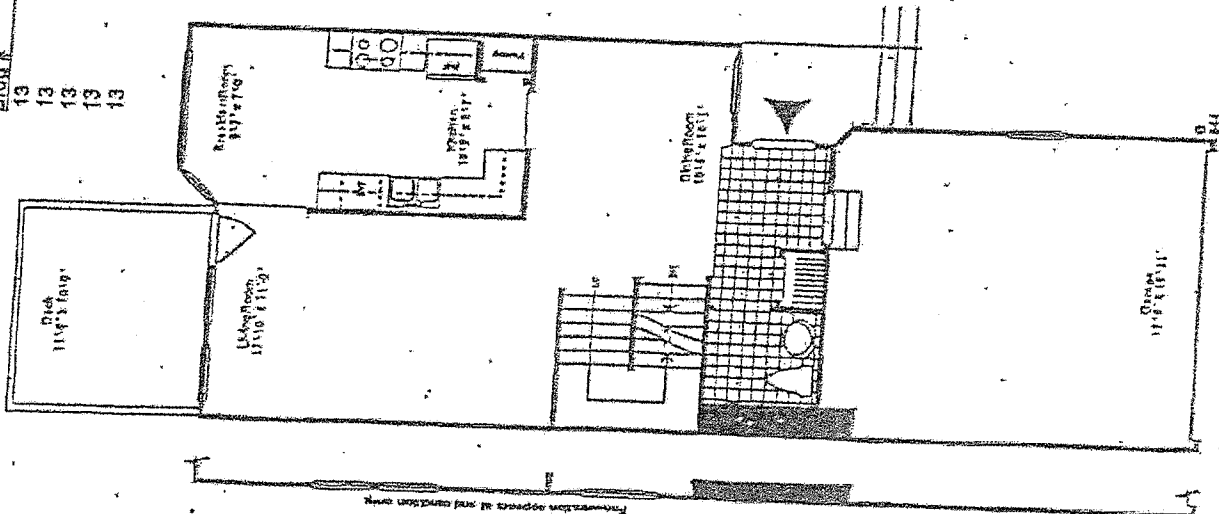
VOL 784 PAGE 0311

LEXINGTON MEADOWS  
Plan: G-644 Date: 11-13-01  
Hall Below Grade Plan

LEXINGTON MEADOWS  
Plan: G-044 Date: 11-13-01  
Below Grade Plan

EDULE A-4 FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION

| Bldg # | Unit # | Address   |
|--------|--------|-----------|
| 13     | 1302   | 1302 L.B. |
| 13     | 1304   | 1304 L.B. |
| 13     | 1306   | 1306 L.B. |
| 13     | 1308   | 1308 L.B. |
| 13     | 1310   | 1310 L.B. |



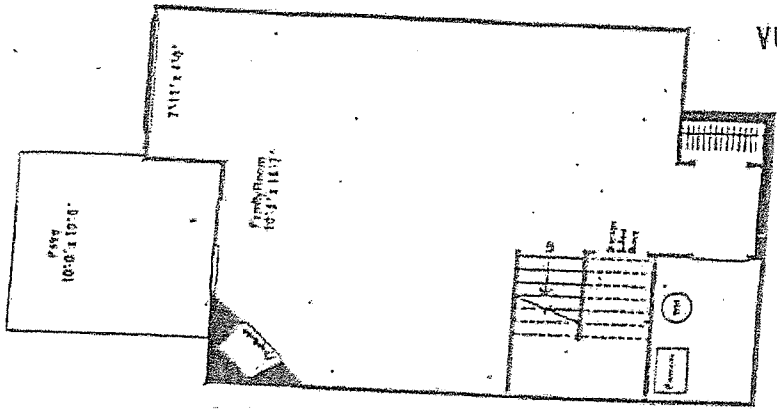


VOL 782 PAGE 0369

VOL 784 PAGE 0314

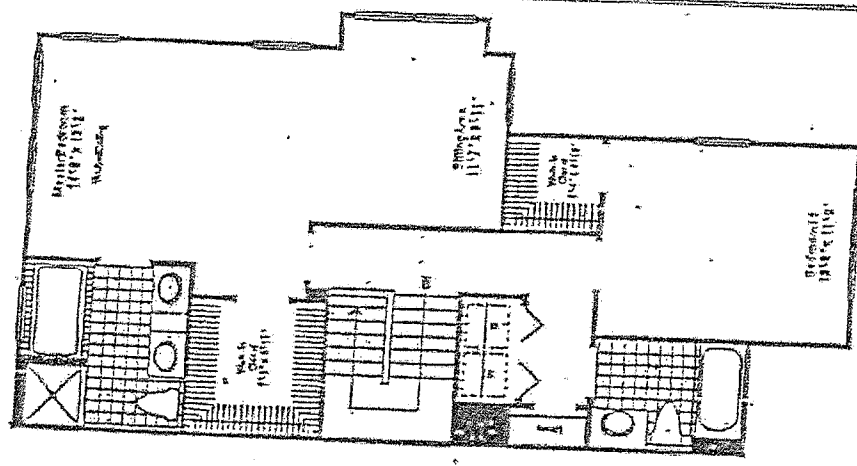
LEXINGTON MEADOWS  
Plan: H-645 • Date: 11-13-01  
Above Grade Plan

| Unit # | Address  |
|--------|----------|
| 300    | 500 L.B. |
| 310    | 510 L.B. |

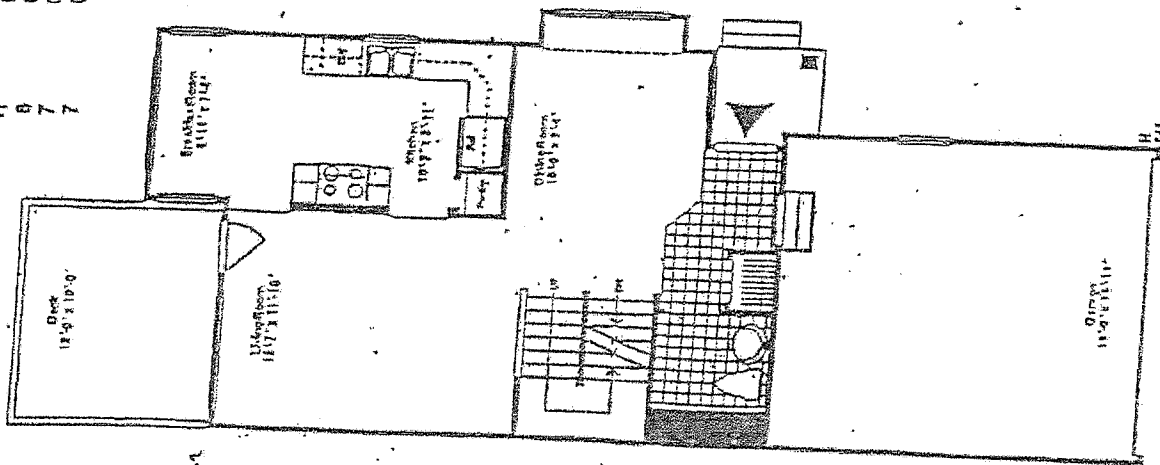


SCH E A-4 FLOOR PLANS TO  
LEXINGTON MEADOWS DECLARATION

| Unit # | Address  |
|--------|----------|
| 0500   | 900 L.B. |
| 0400   | 700 L.B. |
| 0414   | 714 L.B. |

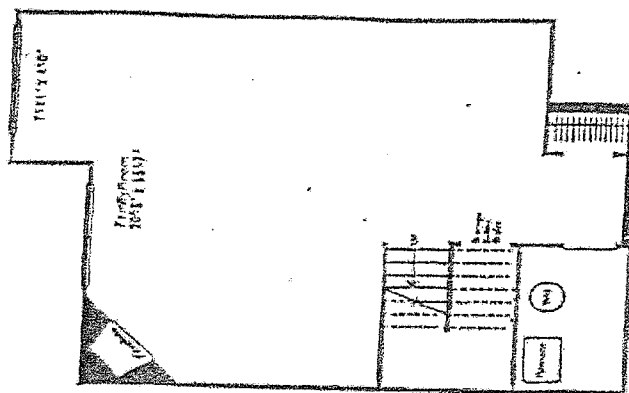
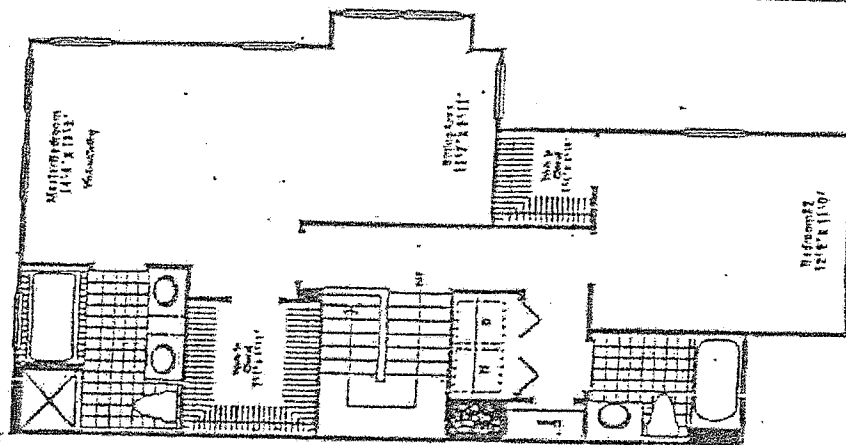
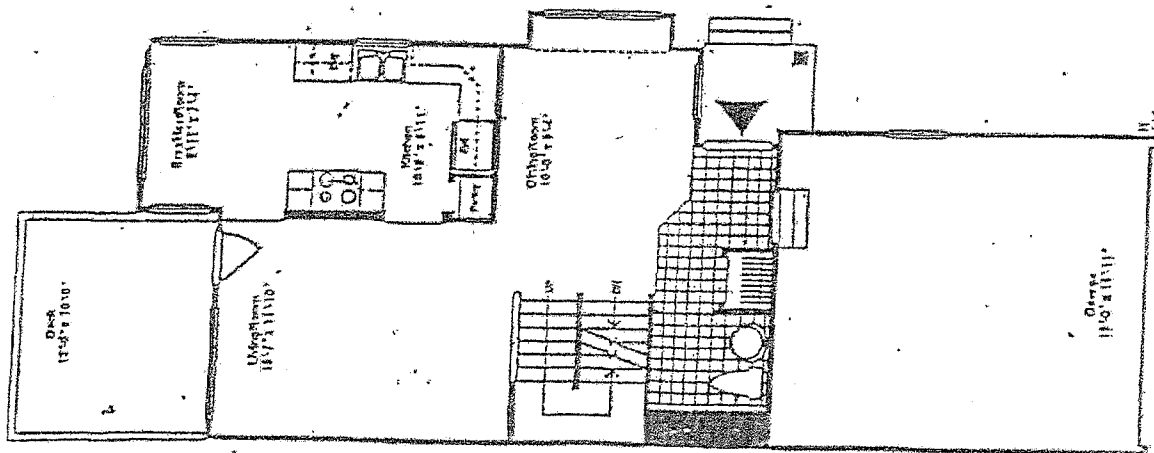


| Unit # | Address  |
|--------|----------|
| 0100   | 100 L.B. |
| 0114   | 114 L.B. |
| 0500   | 300 C.L. |
| 0700   | 100 C.L. |
| 0710   | 110 C.L. |



SCHEDULE A-4 FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION

| Bldg # | Unit # | Address   |
|--------|--------|-----------|
| 14     | 1400   | 1500 L.B. |
| 14     | 1414   | 1514 L.B. |
| 13     | 1314   | 1314 L.B. |



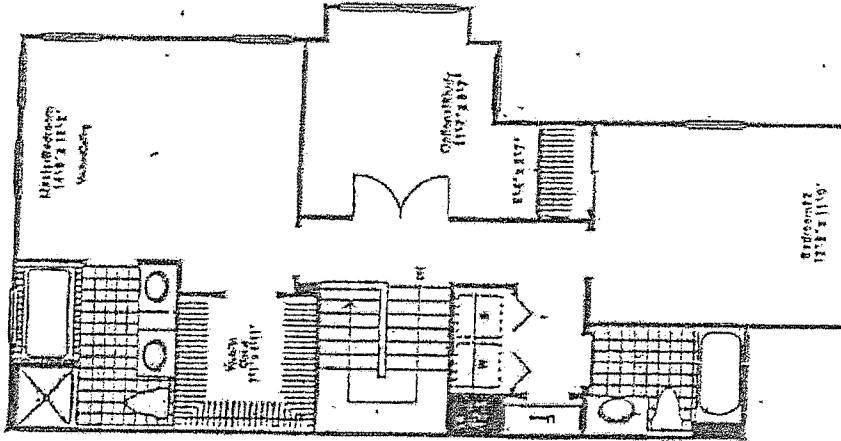
VOL 762 PAGE 0371

VOL 784 PAGE 0315

LEXINGTON MEADOWS  
Plan: H-645 • Date: 11-13-01  
Hell Below Grade Plan

LEXINGTON MEADOWS  
 Plan: H-645 • Date: 11-13-01  
 Alternate Second Level Plan

S DULE A-4 FLOOR PLANS TO  
 LEXINGTON MEADOWS DECLARATION



| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 1      | 0100   | 100 L.B. |
| 1      | 0114   | 114 L.B. |
| 8      | 0800   | 300 G.L. |
| 7      | 0700   | 100 G.L. |
| 7      | 0710   | 110 G.L. |
| 5      | 0500   | 500 L.B. |
| 4      | 0400   | 700 L.B. |
| 4      | 0414   | 714 L.B. |

SHEILA C. ZELENSKY CCMC

200302463

VOL 800 PAGE 0175

## EASEMENT

The undersigned BAKER RESIDENTIAL LIMITED PARTNERSHIP, a Connecticut Limited Partnership having an office and principal place of business at 485 Washington Avenue, Pleasantville, New York ("Grantor"), is the Declarant of Lexington Meadows, a Common Interest Community - Condominium, located in Bethel and Danbury, Connecticut. The original Declaration of Lexington Meadows (Declaration) being recorded on the Danbury Land Records on December 21, 2001 in Volume 1404 at Page 284 of said Land Records. The Third Amendment (Third Amendment) to the Declaration having been dated December 17, 2002 and recorded in Volume 1492 at Page 0892 of the Danbury Land Records.

Reference is herein made to a survey (Survey) identified in Schedule A-3 of the Third Amendment, which Schedule A-3 is recorded in Volume 1492 at Page 0896 of the Danbury Land Records. As shown on said survey in Danbury, along Shelter Rock Road there is a notation, as follows: "Driveway Easement in favor of Donald Marquis, Jr., et al".

Pursuant to the right and power reserved to the Declarant in the Declaration set forth in Item 8 of Schedule A-1 of the Declaration, said right and power being to create restrictions and/or to grant easements for any and all purposes in the Community, the Grantor, for ONE (\$1.00) DOLLAR and other valuable consideration received from Donald Marquis, Jr., Jean E. and John E., Layda, Jr. of Danbury, Connecticut (Grantee), the receipt of which is hereby acknowledged by Grantor, does hereby grant and convey to Grantee, its successors and assigns forever:

A Right of Way and Easement on, over, upon and across a parcel of land which is a portion of the Community (the Easement Area), which Easement Area is described on Schedule A attached hereto and made a part hereof ("Easement") and as shown on the Survey for purposes of access on, over, upon and across the Easement Area for ingress and egress by foot or vehicle at all times without impediment or interruption of any type whatsoever. The Grantee shall have all obligations and responsibilities with regard to the repair, maintenance and replacement of the surface area of the Easement and Easement Area. Neither the Grantor nor its successors or assigns will have any obligation or responsibility with regard to maintenance, repair or replacement of the Easement and Easement Area.

The Grantee's real property enjoying the benefit of the Easement is described on Schedule B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the easement rights to the Grantee, its successors and assigns, forever.

The Grantor has duly executed this instrument this 18<sup>th</sup> day of April, 2003.

BAKER RESIDENTIAL LIMITED PARTNERSHIP

By: Baker Companies, Inc.  
Its General Partner

BY: Ch. T. Baker  
Christopher T. Baker  
Its Vice President  
Duly Authorized



STATE OF NEW YORK :

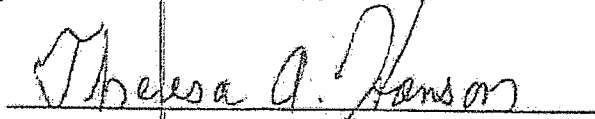
COUNTY OF WESTCHESTER :

ss.

Pleasantville,

On this 18<sup>th</sup> day of April, 2003, before me, the undersigned officer, personally appeared CHRISTOPHER T. BAKER who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.



~~Commissioner of the Superior Court~~  
Notary Public  
Commission expires:

THERESA A. HANSON  
Notary Public, State of New York  
No. 01HA5022687  
Qualified in Westchester County  
Commission Expires Jan. 18, 2006

VOL 800 PAGE 0177

SCHEDULE "B"

TO

EASEMENT

FROM

BAKER RESIDENTIAL LIMITED PARTNERSHIP

TO

MARQUIS, ET AL

Beginning at a point on the Southerly street line of Shelter Rock Road and the Northwesterly corner of lands belonging Now or Formerly to Baker Residential Limited Partnership as recorded in deed volume 1309 page 574; Thence along the Northerly lines of lands belonging to said Baker Residential Limited Partnership the following five courses on a curve to the right having a delta angle  $106^{\circ}29'35''$ , a radius 25.00', an arc length 46.47', and a chord  $S54^{\circ}11'10''E$  40.06',  $S00^{\circ}56'23''E$  70.14', on a curve to the right having a delta angle  $10^{\circ}57'38''$ , a radius 175.00', an arc length 33.48', and a chord  $S04^{\circ}32'26''W$  33.43',  $S10^{\circ}01'15''W$  191.48',  $S52^{\circ}00'00''W$  153.34' to a point; Thence  $N02^{\circ}03'00''E$  377.51' to a point on the Southerly street line of said Shelter Rock Road; Thence along the Southerly street line of said Shelter Rock Road  $N72^{\circ}34'01''E$  119.07' to the point or place of beginning.

Said parcel containing 1.10 ± acres.

SCHEDULE "A"  
TO  
EASEMENT  
FROM  
BAKER RESIDENTIAL LIMITED PARTNERSHIP  
TO  
MARQUIS, ET AL

All that certain piece or parcel of land situate in the City of Danbury, County of Fairfield, State of Connecticut as being shown on map entitled "Easement Map Lexington Meadows Shelter Rock Road Bethel and Danbury Prepared for Baker Residential, L.P." dated September 5, 2002, scale 1"= 50' prepared by CCA, LLC of Brookfield, CT and being more particularly bounded and described as follows:

Beginning at a point on the Southerly street line of Shelter Rock Road and the Northeasterly corner of lands belonging Now or Formerly to Donald Marquis, Jr., Jean E. and John E. Layda, Jr. as recorded in deed Volume 1313 page 927; Thence along the Southerly street line of said Shelter Rock Road N72°54'01"E 18.35'; Thence through lands belonging Now or Formerly to Baker Residential, L.P. as recorded in deed Volume 702 page 414 S18°49'33"W 6.01' to a point on the Easterly line of lands belonging to said Marquis and Layda; Thence along the Easterly line of lands belonging to said Marquis and Layda on a curve to the left having a radius 25.00', a delta angle 36°16'29", an arc length 15.83', and a chord N89°18'42"W 15.56' to the point or place of beginning.

Received for record *April 21, 2003 2:00 PM*  
Town Clerk *Sheila C. Zelensky COMC*  
SHEILA C. ZELENSKY COMC

**FOURTH AMENDMENT TO DECLARATION OF  
LEXINGTON MEADOWS, 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:

1. Section 4.1 is deleted and the following substituted therefor: "The Common Interest Community presently contains one hundred fifteen (115) Units."
2. Section 8.2(b) is deleted and the following substituted therefor: "No additional Units may be created under the Development Rights."
3. Section 9.2(a), second sentence is deleted in its entirety and the following substituted therefor: "For the one hundred fifteen (115) Units created, each will have 1/115<sup>th</sup> share (0.869565%) in the Common Interest Community."
4. Section 9.2(b), second sentence is deleted in its entirety and the following substituted therefor: "For the one hundred fifteen (115) Units created, each would have 1/115<sup>th</sup> share (0.869565) in the Common Expense."
5. Article XXIX, last sentence is deleted in its entirety and the following substituted therefor: "With regard to the number of units in the Common Interest Community presently declared, there are 29 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.
7. Schedule A-3 (survey) is deleted in its entirety and the attached Amended Schedule A-3 is substituted therefor.
8. Schedule A-4 (plans) is deleted in its entirety and the attached Amended Schedule A-4 is substituted therefor.
9. Schedule A-5 (engineer's certificate of completion) is amended by the addition of attached Schedules A-5-9.
10. Schedule A-1 (continued) (Easements of Title) is amended by the addition of the following:

Easement from the Declarant to Donald Marquis, Jr., Jean E. and John E. Layda, Jr. dated April 18, 2003 and recorded prior to the date hereof in the Danbury Land Records.

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, and the First Amendment to the Declaration, as recorded on the Danbury Land Records, on 5/30/02, Volume 1441, Page 0823, Map 11228, and on the Bethel Land Records, on 5/30/02, Volume 762, Page 363, Map: File 24, Map 51, and the Second Amendment to the Declaration, as recorded on the Danbury Land Records, on 9/20/02, Volume 1467,

Page 148, Map 11298, and on the Bethel Land Records, on 9/20/02, Volume 772, Page 773, Map: File 24, Map 63, and the Third Amendment to the Declaration, as recorded on the Danbury Land Records, on 12/18/02, Volume 1492, Page 892, Map 11334, and on the Bethel Land Records, on 12/18/02, Volume 784, Page 299, Map: File 24, Map 75, remains in full force and effect, except as amended herein.

IN WITNESS WHEREOF, the Declarant has caused this Fourth Amendment to be executed this 18<sup>th</sup> day of April, 2003.

Signed, Sealed and Delivered  
in the Presence of

BAKER RESIDENTIAL LIMITED  
PARTNERSHIP  
BY BAKER COMPANIES, INC.,  
IT'S GENERAL PARTNER

By Christopher T. Baker  
Name: Christopher T. Baker  
Title: Vice President

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) ss:

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of April, 2003 by Christopher Baker an officer of Baker Companies, Inc., the General Partner of Baker Residential Limited Partnership, a Connecticut limited partnership, on behalf of the limited partnership.

Theresa A. Hanson  
Notary Public

THERESA A. HANSON  
Notary Public, State of New York  
No. 01HA5022667  
Qualified in Westchester County  
Commission Expires Jan. 18, 2006

**SCHEDULE A-2  
TABLE OF INTERESTS**

**LEXINGTON MEADOWS Phase 1 & 2**

| Phase | Bldg. No. | Unit No. | St. Address              | Unit Type | Square Footage | Vote | Undivided Interest In Common Element | Common Charge Assessments |
|-------|-----------|----------|--------------------------|-----------|----------------|------|--------------------------------------|---------------------------|
| 1     | 1         | 0100     | 100 Lexington Boulevard  | H         | 2045           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 1         | 0102     | 102 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 1         | 0104     | 104 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 1         | 0106     | 106 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 1         | 0108     | 108 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 1         | 0110     | 110 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 1         | 0112     | 112 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 1         | 0114     | 114 Lexington Boulevard  | H         | 2045           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 7         | 0700     | 100 Concord Lane         | H         | 2045           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 7         | 0702     | 102 Concord Lane         | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 7         | 0704     | 104 Concord Lane         | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 7         | 0706     | 106 Concord Lane         | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 7         | 0708     | 108 Concord Lane         | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 7         | 0710     | 110 Concord Lane         | H         | 2045           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 8         | 0800     | 300 Concord Lane         | H         | 2045           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 8         | 0802     | 302 Concord Lane         | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 8         | 0804     | 304 Concord Lane         | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 8         | 0806     | 306 Concord Lane         | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 8         | 0808     | 308 Concord Lane         | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 13        | 1314     | 1314 Lexington Boulevard | H         | 2045           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 13        | 1312     | 1312 Lexington Boulevard | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 13        | 1310     | 1310 Lexington Boulevard | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 13        | 1308     | 1308 Lexington Boulevard | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 13        | 1306     | 1306 Lexington Boulevard | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 13        | 1304     | 1304 Lexington Boulevard | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 13        | 1302     | 1302 Lexington Boulevard | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 13        | 1300     | 1300 Lexington Boulevard | E         | 1832           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 14        | 1414     | 1514 Lexington Boulevard | H         | 2045           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 14        | 1412     | 1512 Lexington Boulevard | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 14        | 1410     | 1510 Lexington Boulevard | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 14        | 1408     | 1508 Lexington Boulevard | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 14        | 1406     | 1506 Lexington Boulevard | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 14        | 1404     | 1504 Lexington Boulevard | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 14        | 1402     | 1502 Lexington Boulevard | G         | 2198           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 14        | 1400     | 1500 Lexington Boulevard | H         | 2045           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 15        | 1501     | 201 Lexington Boulevard  | E         | 1832           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 15        | 1503     | 203 Lexington Boulevard  | C         | 1785           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 15        | 1505     | 205 Lexington Boulevard  | C         | 1785           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 15        | 1507     | 207 Lexington Boulevard  | C         | 1785           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 15        | 1509     | 209 Lexington Boulevard  | C         | 1785           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 15        | 1511     | 211 Lexington Boulevard  | A         | 1350           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 15        | 1513     | 213 Lexington Boulevard  | E         | 1832           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 19        | 1915     | 1015 Lexington Boulevard | E         | 1832           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 19        | 1913     | 1013 Lexington Boulevard | A         | 1350           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 19        | 1911     | 1011 Lexington Boulevard | A         | 1350           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 19        | 1909     | 1009 Lexington Boulevard | A         | 1350           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 19        | 1907     | 1007 Lexington Boulevard | A         | 1350           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 19        | 1905     | 1005 Lexington Boulevard | C         | 1785           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 19        | 1903     | 1003 Lexington Boulevard | C         | 1785           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 19        | 1901     | 1001 Lexington Boulevard | E         | 1832           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 20        | 2015     | 1215 Lexington Boulevard | E         | 1832           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 20        | 2013     | 1213 Lexington Boulevard | A         | 1350           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 20        | 2011     | 1211 Lexington Boulevard | A         | 1350           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 20        | 2009     | 1209 Lexington Boulevard | A         | 1350           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 20        | 2007     | 1207 Lexington Boulevard | A         | 1350           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 20        | 2005     | 1205 Lexington Boulevard | A         | 1350           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 20        | 2003     | 1203 Lexington Boulevard | A         | 1350           | 1    | 0.869565%                            | 0.869565%                 |
| 1     | 20        | 2001     | 1201 Lexington Boulevard | E         | 1832           | 1    | 0.869565%                            | 0.869565%                 |

## LEXINGTON MEADOWS Phase 1 &amp; 2

| Phase | Bldg. No. | Unit No. | St. Address              | Unit Type | Square Footage | Vote | Undivided Interest in | Common Charge Assessments |
|-------|-----------|----------|--------------------------|-----------|----------------|------|-----------------------|---------------------------|
|       |           |          |                          |           |                |      | Common Element        |                           |
| 2     | 2         | 0200     | 300 Lexington Boulevard  | H         | 2045           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 2         | 0202     | 302 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 2         | 0204     | 304 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 2         | 0206     | 306 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 2         | 0208     | 308 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 2         | 0210     | 310 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 2         | 0212     | 312 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 2         | 0214     | 314 Lexington Boulevard  | H         | 2045           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 3         | 0300     | 500 Lexington Boulevard  | H         | 2045           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 3         | 0302     | 502 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 3         | 0304     | 504 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 3         | 0306     | 506 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 3         | 0308     | 508 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 3         | 0310     | 510 Lexington Boulevard  | H         | 2045           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 4         | 0400     | 700 Lexington Boulevard  | H         | 2045           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 4         | 0402     | 702 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 4         | 0404     | 704 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 4         | 0406     | 706 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 4         | 0408     | 708 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 4         | 0410     | 710 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 4         | 0412     | 712 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 4         | 0414     | 714 Lexington Boulevard  | H         | 2045           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 5         | 0500     | 900 Lexington Boulevard  | H         | 2045           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 5         | 0502     | 902 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 5         | 0504     | 904 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 5         | 0506     | 906 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 5         | 0508     | 908 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 5         | 0510     | 910 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 5         | 0512     | 912 Lexington Boulevard  | G         | 2198           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 6         | 0600     | 1100 Lexington Boulevard | E         | 1785           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 6         | 0602     | 1102 Lexington Boulevard | A         | 1350           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 6         | 0604     | 1104 Lexington Boulevard | A         | 1350           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 6         | 0606     | 1106 Lexington Boulevard | A         | 1350           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 6         | 0608     | 1108 Lexington Boulevard | A         | 1350           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 6         | 0610     | 1110 Lexington Boulevard | E         | 1785           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 16        | 1601     | 401 Lexington Boulevard  | E         | 1832           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 16        | 1603     | 403 Lexington Boulevard  | A         | 1350           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 16        | 1605     | 405 Lexington Boulevard  | A         | 1350           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 16        | 1607     | 407 Lexington Boulevard  | A         | 1350           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 16        | 1609     | 409 Lexington Boulevard  | A         | 1350           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 16        | 1611     | 411 Lexington Boulevard  | A         | 1350           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 16        | 1613     | 413 Lexington Boulevard  | A         | 1350           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 16        | 1615     | 415 Lexington Boulevard  | E         | 1832           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 17        | 1701     | 601 Lexington Boulevard  | E         | 1832           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 17        | 1703     | 603 Lexington Boulevard  | A         | 1350           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 17        | 1705     | 605 Lexington Boulevard  | A         | 1350           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 17        | 1707     | 607 Lexington Boulevard  | A         | 1350           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 17        | 1709     | 609 Lexington Boulevard  | A         | 1350           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 17        | 1711     | 611 Lexington Boulevard  | E         | 1832           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 18        | 1801     | 801 Lexington Boulevard  | E         | 1832           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 18        | 1803     | 803 Lexington Boulevard  | A         | 1350           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 18        | 1805     | 805 Lexington Boulevard  | A         | 1350           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 18        | 1807     | 807 Lexington Boulevard  | A         | 1350           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 18        | 1809     | 809 Lexington Boulevard  | A         | 1350           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 18        | 1811     | 811 Lexington Boulevard  | C         | 1785           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 18        | 1813     | 813 Lexington Boulevard  | C         | 1785           | 1    | 0.869565%             | 0.869565%                 |
| 2     | 18        | 1815     | 815 Lexington Boulevard  | E         | 1832           | 1    | 0.869565%             | 0.869565%                 |

[illegible][illegible]



**SCHEDULE A-4  
TO FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM**

**PLANS FOR BUILDINGS 1, 2, 3, 4, 5, 6, 7, 8, 13, 14, 15, 16, 17, 18, 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.**

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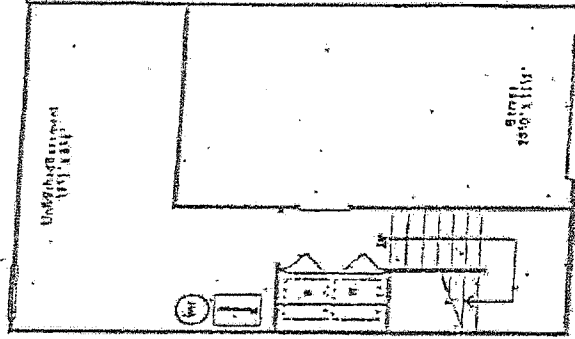
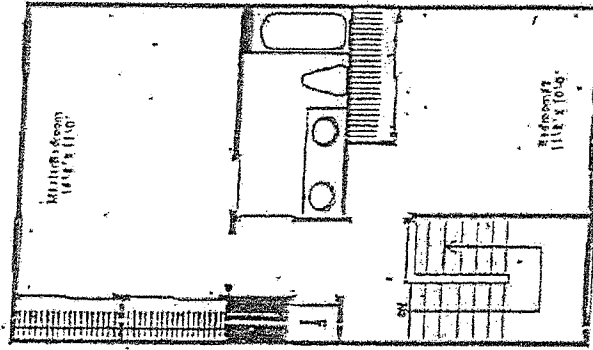
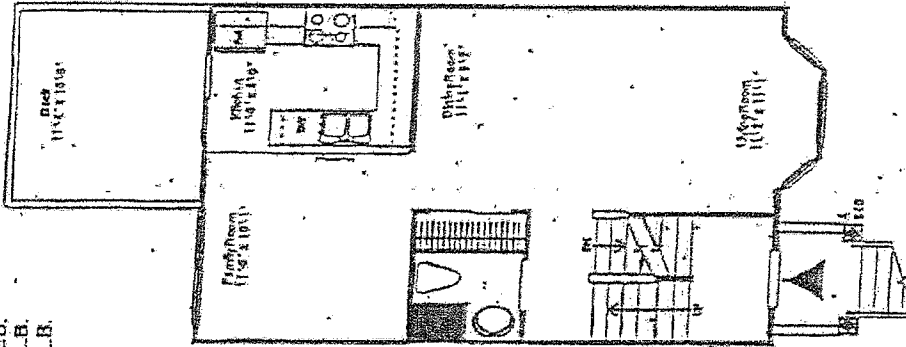
**It should be noted that all dimensions and all sizes shown on said plans are nominal dimensions and sizes and are subject to variation due to field conditions and/or construction procedures. There is no guarantee or warranty that the completed unit as constructed will conform exactly to the plans as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

SCH. LEA-4 FLOOR PLANS TO  
-LEXINGTON MEADOWS DECLARATION

| Unit # | Address   |
|--------|-----------|
| 1511   | 211 L.B.  |
| 2003   | 1203 L.B. |
| 2005   | 1205 L.B. |
| 2007   | 1207 L.B. |
| 2009   | 1209 L.B. |
| 2011   | 1211 L.B. |
| 2013   | 1213 L.B. |
| 1907   | 1007 L.B. |
| 1909   | 1009 L.B. |
| 1911   | 1011 L.B. |
| 1913   | 1013 L.B. |

| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 18     | 1805   | 805 L.B. |
| 18     | 1807   | 807 L.B. |
| 18     | 1809   | 809 L.B. |
| 17     | 1703   | 803 L.B. |
| 17     | 1705   | 805 L.B. |
| 17     | 1707   | 807 L.B. |
| 17     | 1709   | 809 L.B. |

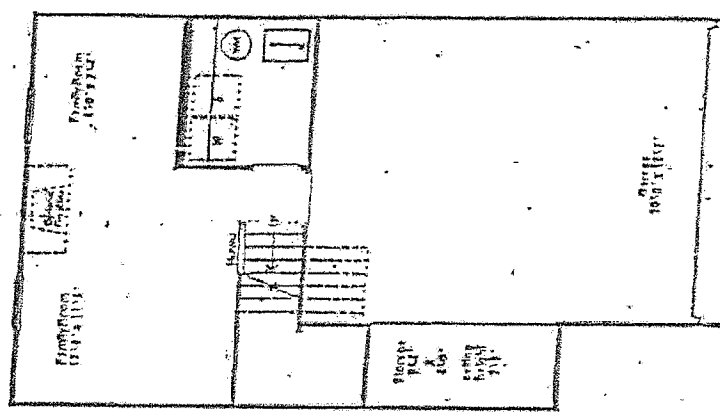
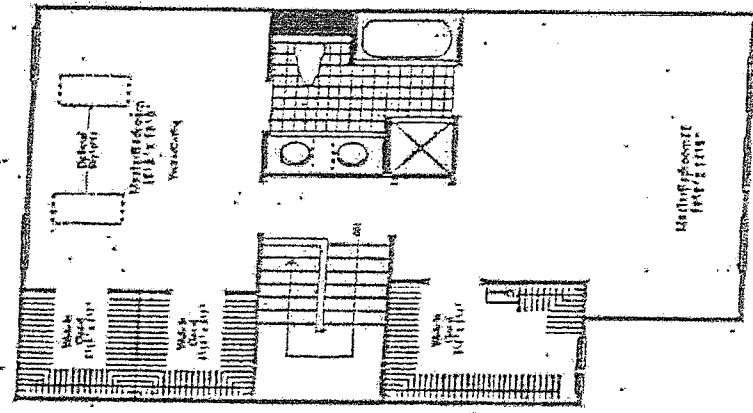
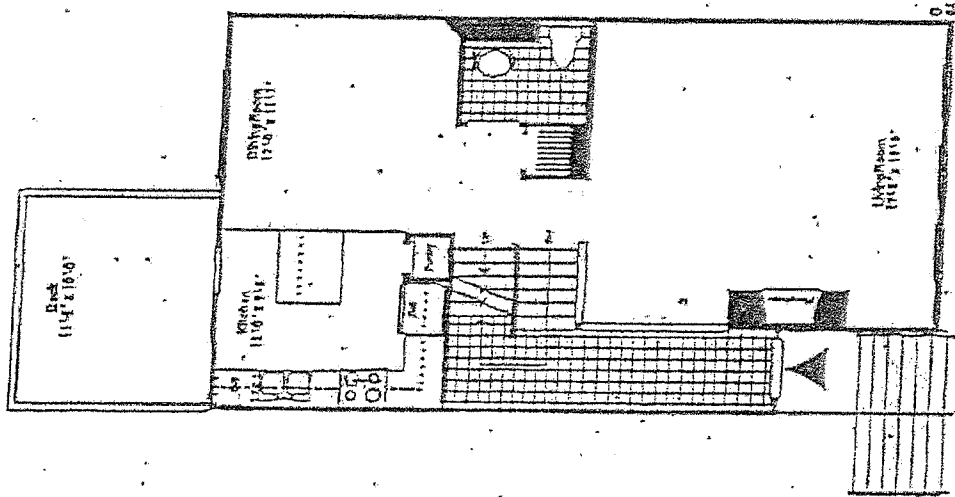
| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 16     | 1603   | 403 L.B. |
| 16     | 1605   | 405 L.B. |
| 16     | 1607   | 407 L.B. |
| 16     | 1609   | 409 L.B. |
| 16     | 1611   | 411 L.B. |
| 16     | 1613   | 413 L.B. |



15  
15  
15  
15  
15  
15  
15

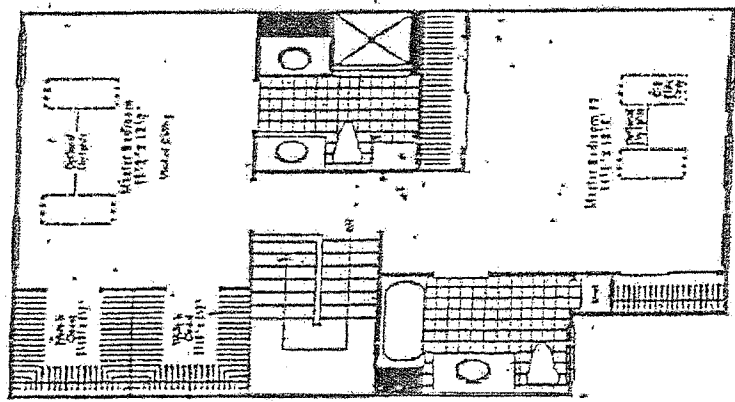
1505  
1507  
1509  
1503  
1505  
1511  
1513

SCHEDULE A-4 FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION



SC DULE A-4 FLOORPLANS TO  
 LEVINGTON MEADOWS DECLARATION

| Unit # | Address (Alternate) |
|--------|---------------------|
| 15     | 1505                |
| 15     | 205 L.B.            |
| 15     | 1507                |
| 17     | 207 L.B.            |
| 15     | 1509                |
| 15     | 209 L.B.            |
| 15     | 1005 L.B.           |

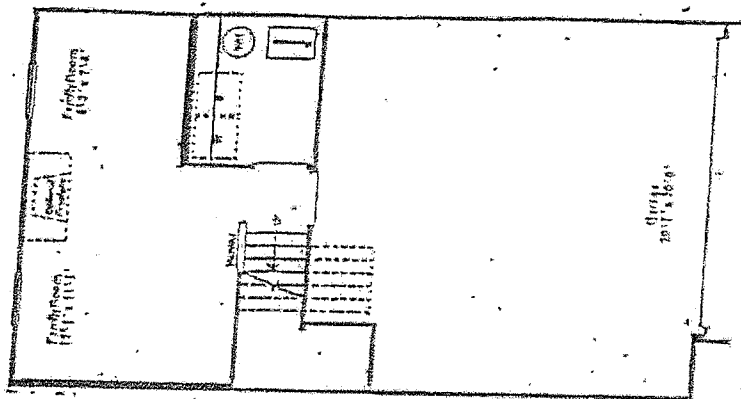
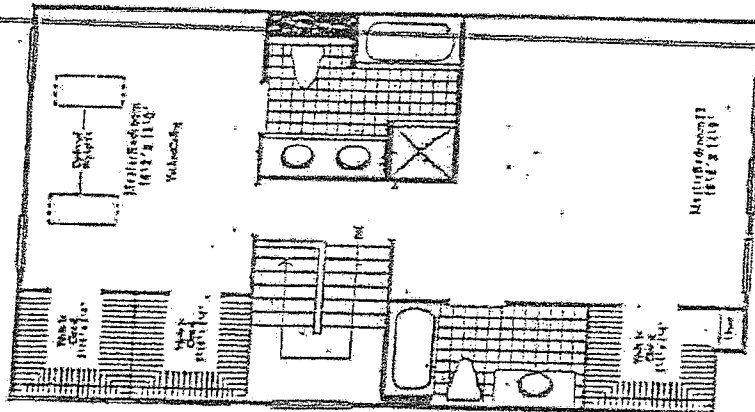
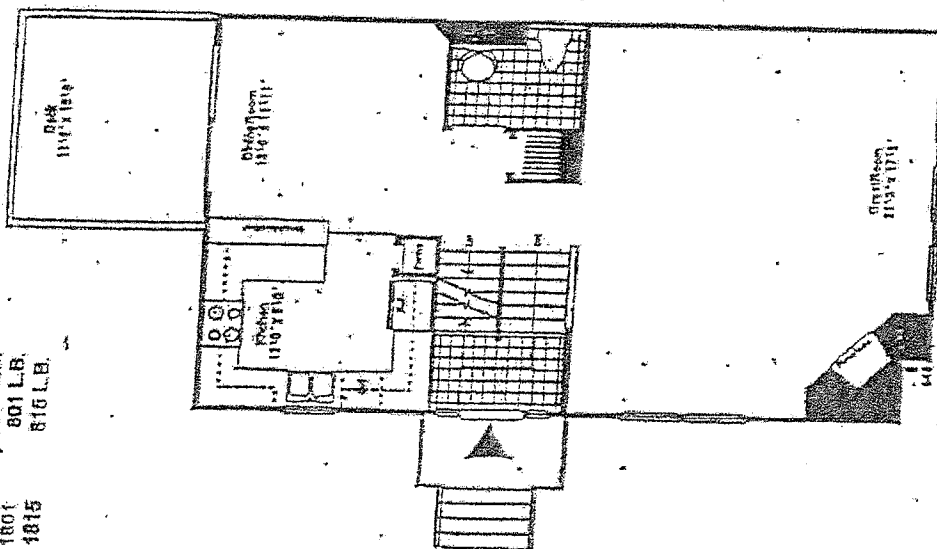


LEXINGTON MEADOWS  
 Plan: C-841 • Date: 11-13-01  
 Alternate Second Level Plan

SC DULE A-4 FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION

| Unit # | Address   | Unit # | Address  |
|--------|-----------|--------|----------|
| 15     | 201 L.B.  | 17     | 801 L.B. |
| 16     | 213 L.B.  | 17     | 877 L.B. |
| 20     | 1201 L.B. |        |          |
| 20     | 1215 L.B. |        |          |
| 19     | 1001 L.B. |        |          |
| 18     | 1015 L.B. |        |          |
| 8      | 0600      |        |          |
| 6      | 1100 L.B. |        |          |
| 18     | 1110 L.B. |        |          |
| 18     | 801 L.B.  |        |          |
| 18     | 815 L.B.  |        |          |

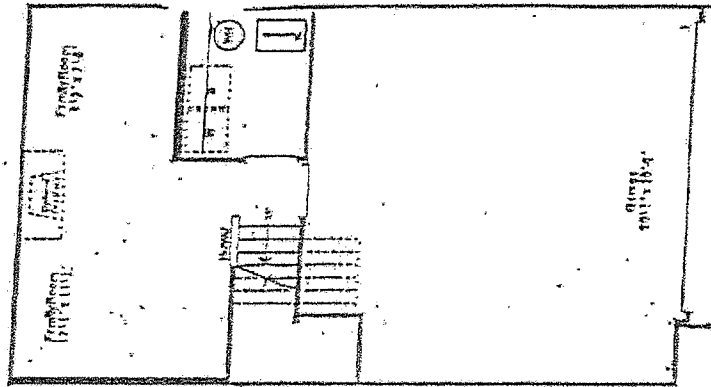
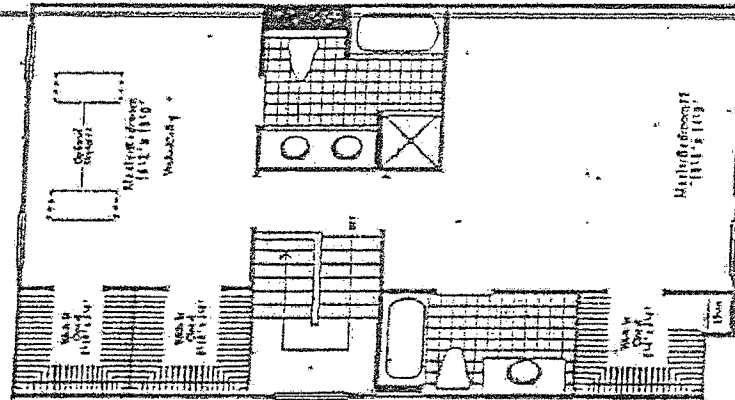
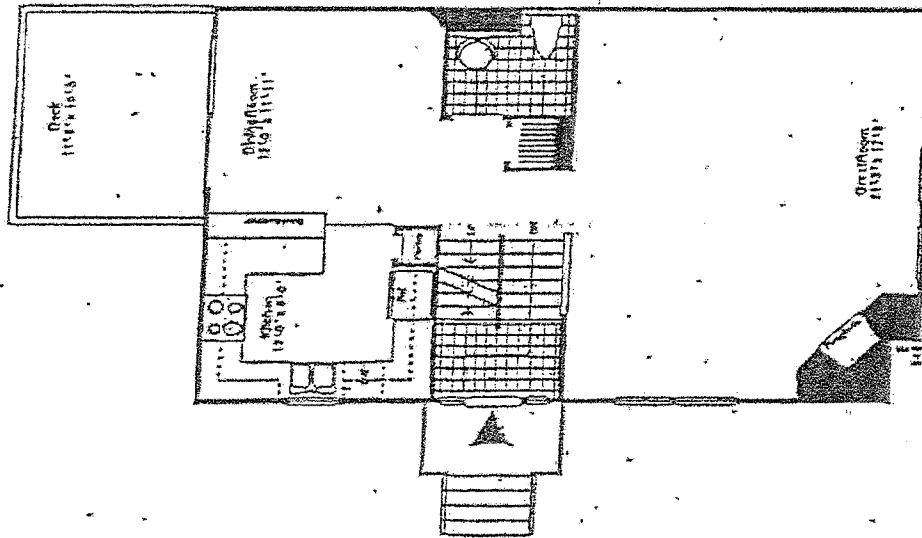
| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 10     | 1601   | 401 L.B. |
| 16     | 1615   | 415 L.B. |



LEXINGTON MEADOWS  
Plan: E-646 Date: 11-13-01  
Hall Below Grade Plan

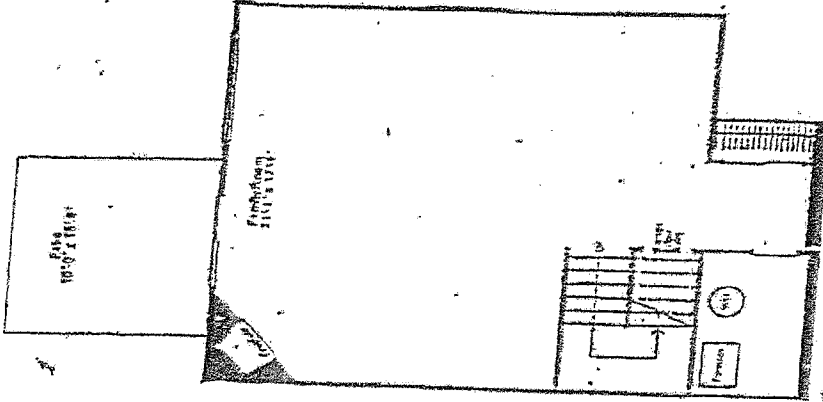
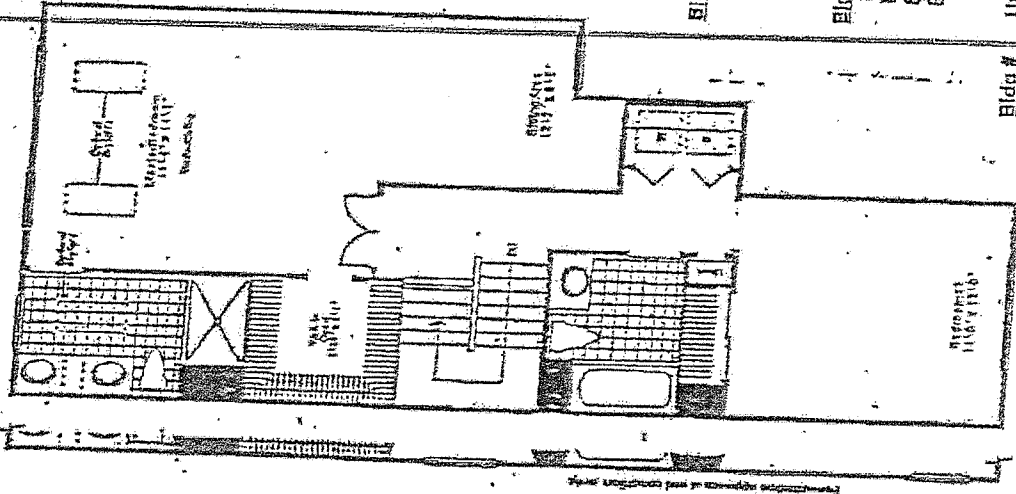
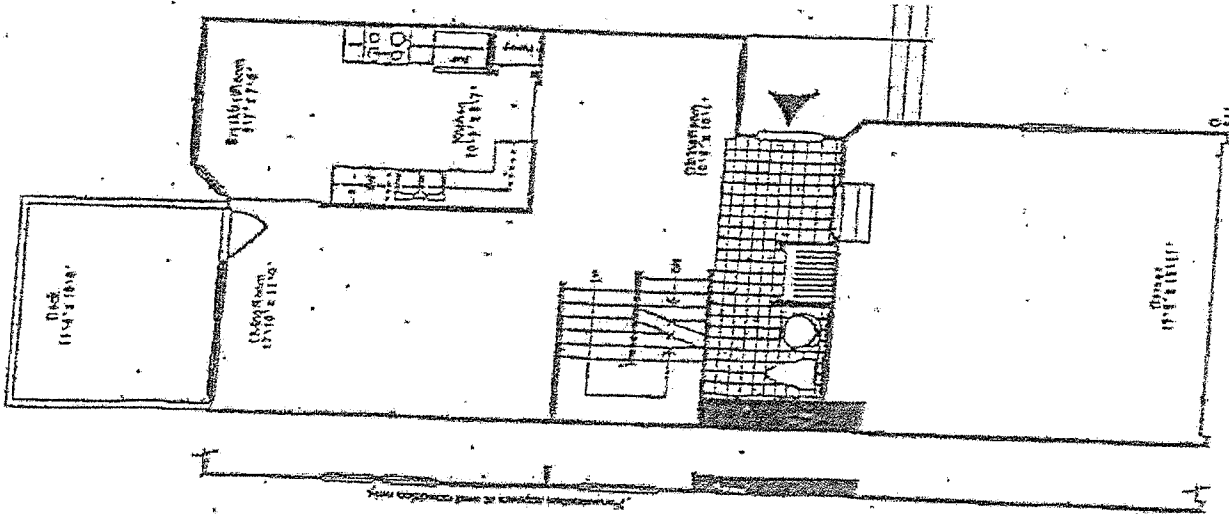
SCHEDULE A-4 FLD PLANS TO  
LEXINGTON MEADOWS DECLARATION

VOL 800 PAGE 0189



LEXINGTON MEADOWS  
Plan: E-646 Date: 11-19-01  
Below Grade Plan

8. DULE A-4 FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION



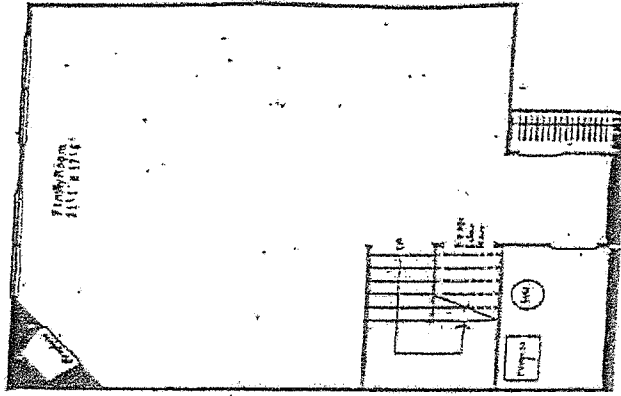
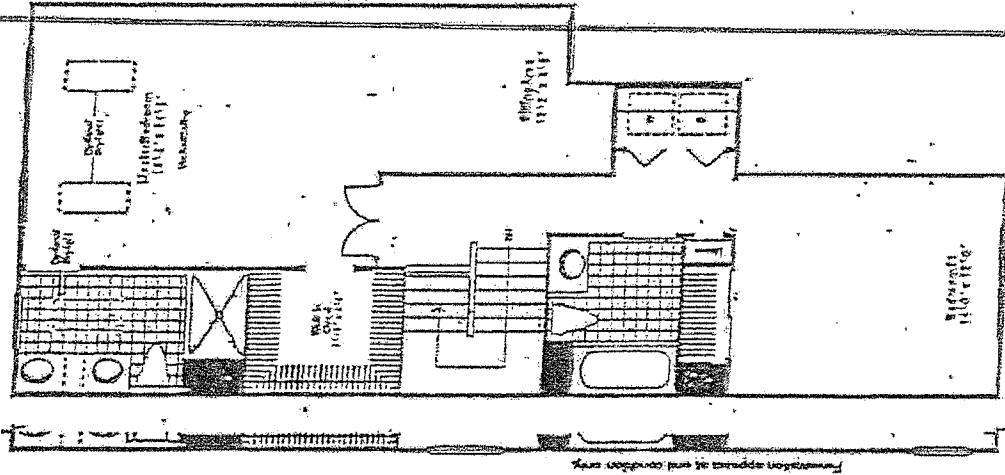
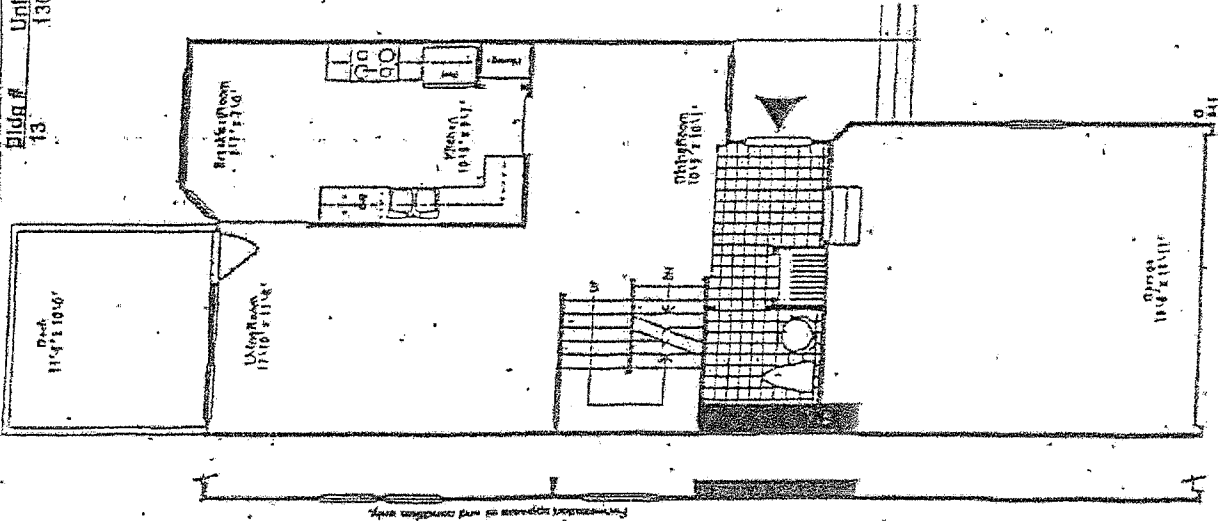
| Bldg # | Unit # | Address  | Bldg # | Unit # | Address  |
|--------|--------|----------|--------|--------|----------|
| 1      | 0102   | 102 L.B. | 5      | 502    | 502 L.B. |
| 1      | 0104   | 104 L.B. | 5      | 504    | 504 L.B. |
| 1      | 0106   | 106 L.B. | 5      | 506    | 506 L.B. |
| 1      | 0108   | 108 L.B. | 5      | 508    | 508 L.B. |
| 1      | 0110   | 110 L.B. | 5      | 510    | 510 L.B. |
| 5      | 0802   | 302 C.L. | 4      | 402    | 402 L.B. |
| 5      | 0804   | 304 C.L. | 4      | 404    | 404 L.B. |
| 5      | 0806   | 306 C.L. | 4      | 406    | 406 L.B. |
| 5      | 0808   | 308 C.L. | 4      | 410    | 410 L.B. |
|        |        |          | 4      | 412    | 412 L.B. |
|        |        |          | 4      |        | 710 L.B. |
|        |        |          | 4      |        | 712 L.B. |

LEXINGTON MEADOWS  
Plan G-644 Date: 11-18-01  
Above Grade Plan

| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 2      | 202    | 302 L.B. |
| 2      | 204    | 304 L.B. |
| 2      | 206    | 306 L.B. |
| 2      | 208    | 308 L.B. |
| 2      | 210    | 310 L.B. |
| 2      | 212    | 312 L.B. |

SCHEDULE 1 FLOORPLANS TO  
LEXINGTON MEADOWS DECLARATION

Blk # 13 Unit # 1300 Address 1300 L.B.

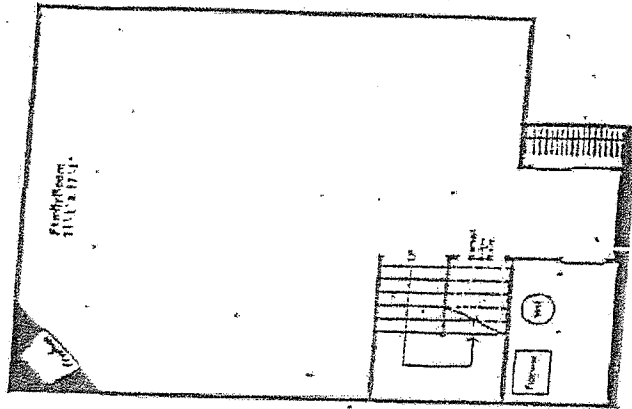
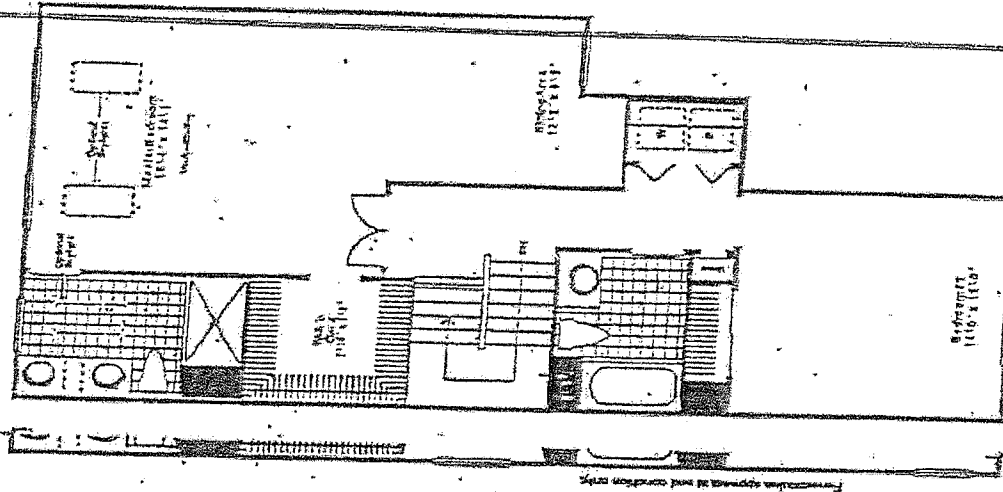
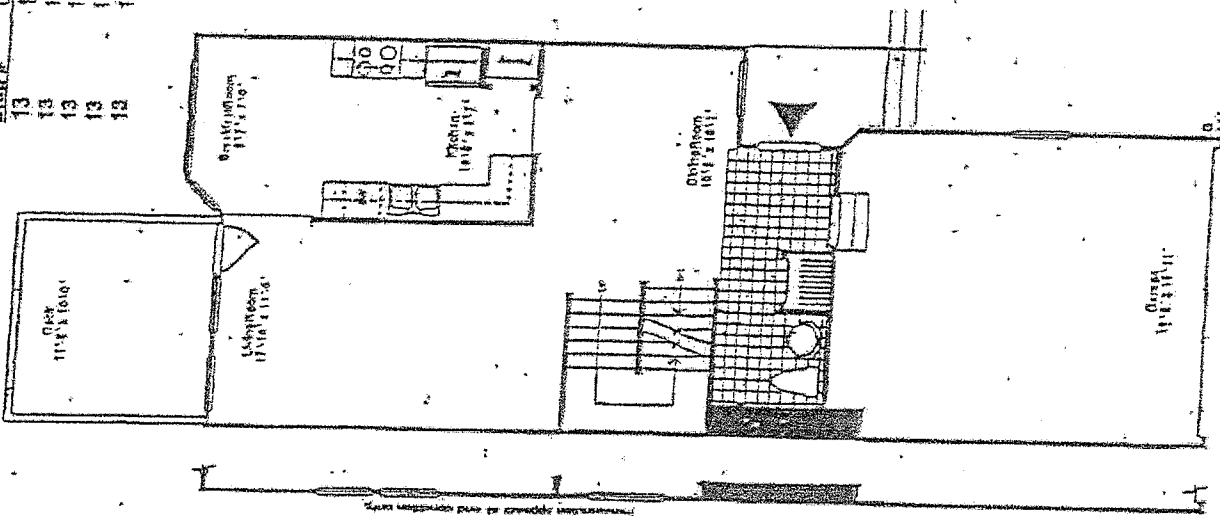


LEXINGTON MEADOWS  
Plan: G-614 • Date: 11-13-01  
Half Below Grade Plan



SCHEDULE A-4 FLOOR PLANS TO  
INGTON MEADOWS DECLARATION

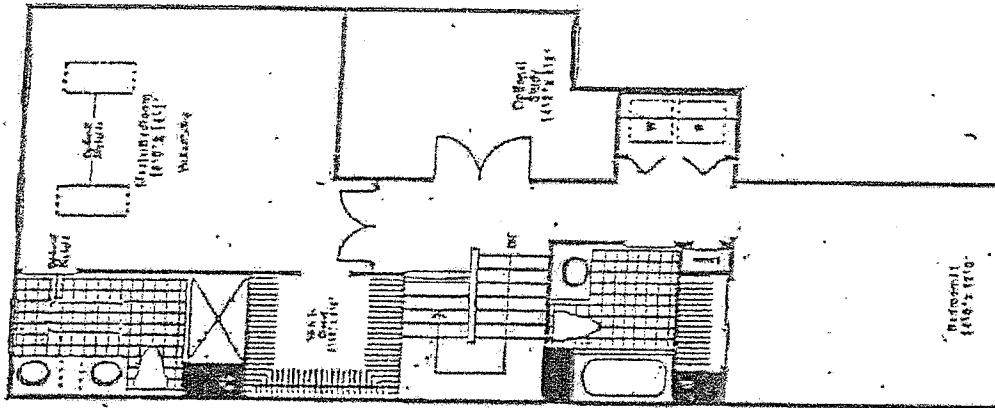
| Bldg. # | Unit # | Address   |
|---------|--------|-----------|
| 13      | 1302   | 1302 L.B. |
| 13      | 1304   | 1304 L.B. |
| 13      | 1305   | 1306 L.B. |
| 13      | 1308   | 1308 L.B. |
| 12      | 1310   | 1310 L.B. |



LEXINGTON MEADOWS  
Plan: G-844, Date: 11-13-01  
Below Grade Plan

LEXINGTON MEADOWS  
 Plan: G-644-Dale/H-13-01  
 Alternate Second Level Plan

SCHEDULE A-4 FLOORPLANS TO  
 LEXINGTON MEADOWS DECLARATION



| Bldg # | Unit # | Address   |
|--------|--------|-----------|
| 1      | 0102   | 102 L.B.  |
| 1      | 0104   | 104 L.B.  |
| 1      | 0106   | 106 L.B.  |
| 1      | 0108   | 108 L.B.  |
| 1      | 0110   | 110 L.B.  |
| 14     | 1408   | 1508 L.B. |
| 14     | 1408   | 1508 L.B. |
| 14     | 1410   | 1510 L.B. |
| 14     | 1412   | 1512 L.B. |
| 8      | 0800   | 300 C.L.  |
| 8      | 0802   | 302 C.L.  |
| 8      | 0804   | 304 C.L.  |
| 8      | 0806   | 306 C.L.  |
| 7      | 0702   | 102 C.L.  |
| 7      | 0704   | 104 C.L.  |
| 7      | 0706   | 106 C.L.  |
| 7      | 0708   | 108 C.L.  |

| Bldg # | Unit # | Address   |
|--------|--------|-----------|
| 13     | 1302   | 1302 L.B. |
| 13     | 1304   | 1304 L.B. |
| 13     | 1306   | 1306 L.B. |
| 13     | 1308   | 1308 L.B. |
| 13     | 1310   | 1310 L.B. |
| 13     | 1312   | 1312 L.B. |

| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 5      | 502    | 902 L.B. |
| 5      | 504    | 904 L.B. |
| 5      | 506    | 906 L.B. |
| 5      | 508    | 908 L.B. |
| 5      | 510    | 910 L.B. |
| 5      | 512    | 912 L.B. |
| 4      | 402    | 702 L.B. |
| 4      | 404    | 704 L.B. |
| 4      | 406    | 706 L.B. |
| 4      | 408    | 708 L.B. |
| 4      | 410    | 710 L.B. |
| 4      | 412    | 712 L.B. |

| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 3      | 302    | 502 L.B. |
| 3      | 304    | 504 L.B. |
| 3      | 306    | 506 L.B. |
| 3      | 308    | 508 L.B. |

| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 2      | 202    | 302 L.B. |
| 2      | 204    | 304 L.B. |
| 2      | 206    | 306 L.B. |
| 2      | 208    | 308 L.B. |
| 2      | 210    | 310 L.B. |
| 2      | 212    | 312 L.B. |

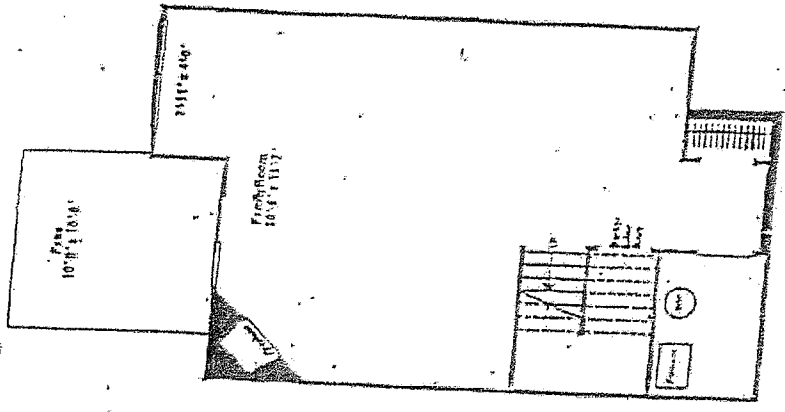
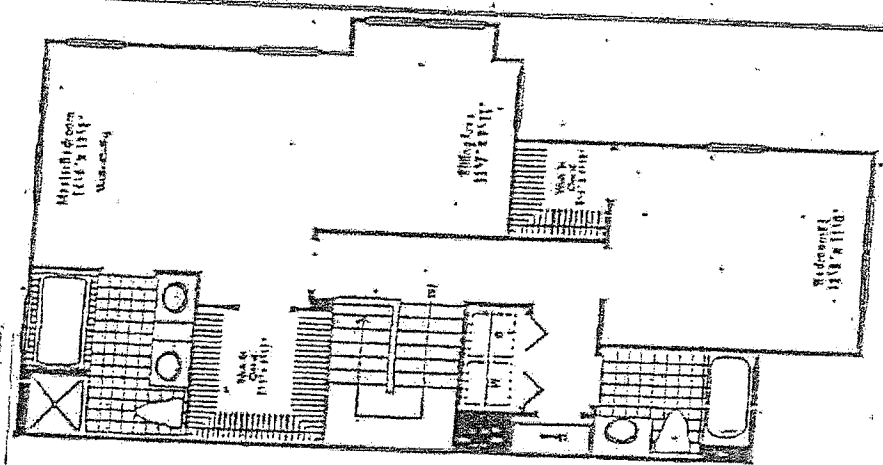
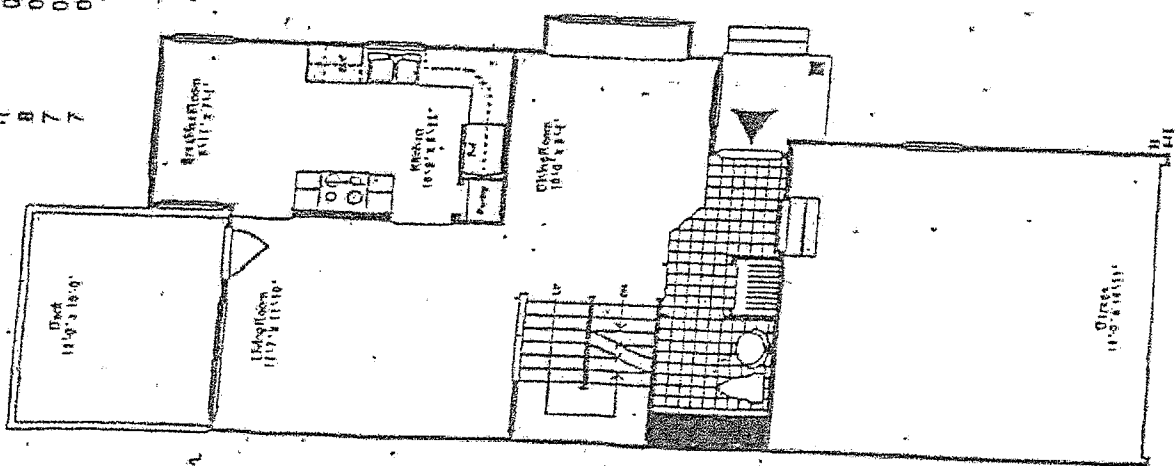
LEXINGTON MEADOWS  
 Plan: H-645 Date: 11-13-01  
 Above Grade Plan

SCHEDULE A-4 FLOORPLANS TO  
 LEXINGTON MEADOWS DECLARATION

| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 1      | 0100   | 100 L.B. |
| 1      | 0114   | 114 L.B. |
| 8      | 0500   | 300 C.L. |
| 7      | 0700   | 100 C.L. |
| 7      | 0710   | 110 C.L. |

| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 2      | 200    | 300 L.B. |
| 2      | 214    | 314 L.B. |

| Bldg # | Unit # | Address  |
|--------|--------|----------|
| 6      | 0500   | 800 L.B. |
| 4      | 0400   | 700 L.B. |
| 4      | 0414   | 714 L.B. |

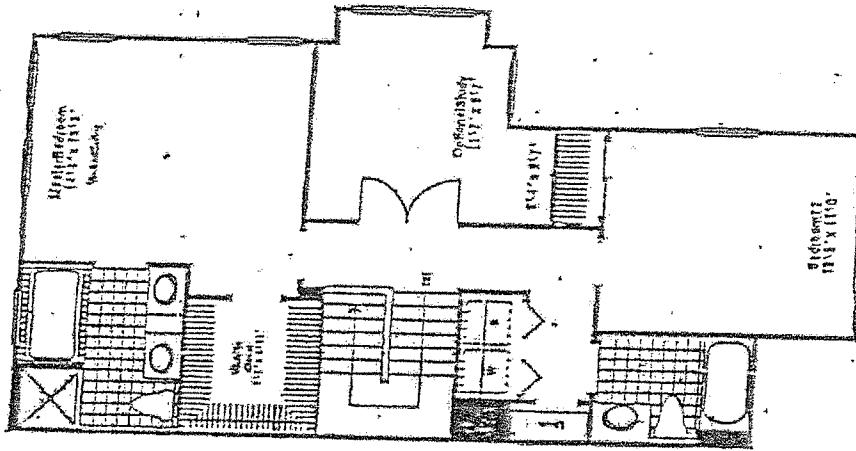


| Bldg # | Unit # | Address  |
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| 3      | 300    | 500 L.B. |
| 2      | 310    | 610 L.B. |

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LEXINGTON MEADOWS  
 Plan: H-045 Date: 11-13-01  
 Alternate Second Level Plan

SCHEDULE A-4 FLOOR PLANS TO  
 LEXINGTON MEADOWS DECLARATION



| Unit # | Address  |
|--------|----------|
| 1      | 0100     |
| 1      | 114 L.B. |
| 8      | 0800     |
| 7      | 0700     |
| 7      | 100 G.L. |
| 7      | 0710     |
| 5      | 110 G.L. |
| 5      | 0500     |
| 4      | 900 L.B. |
| 4      | 0400     |
| 4      | 700 L.B. |
| 4      | 0414     |
| 4      | 714 L.B. |

| Unit # | Address |
|--------|---------|
| 2      | 200     |
| 2      | 200     |

SCHEDULE A-5-9

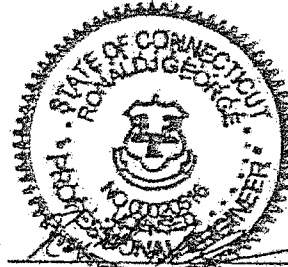
ENGINEER'S CERTIFICATE OF COMPLETION

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.

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

1. 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 """
2. 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: January 21, 2003



Name: Ronald J. George, P.E.  
CCA, LLC  
Registered Engineer  
Registration No. 20616  
Building "2" only

Received for record April 21, 2003 at 10:01 AM

Town Clerk

Sheila C. Zelensky CCMC

SHEILA C. ZELENSKY CCMC

## EXHIBIT C

### RULES AND REGULATIONS OF LEXINGTON MEADOWS

Initial capitalized terms are defined in Article I of the Declaration. The following Rules and Regulations apply to all owners and occupants of Units.

#### ARTICLE I – USE OF UNITS AFFECTING THE COMMON ELEMENTS

**Section 1.1 - Occupancy Restrictions.** Units are limited to occupancy by single families, as defined in the Declaration.

**Section 1.2 - No Commercial Use.** Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising except for a name plate or sign not exceeding 9 square inches in area, on the main door to each Unit be maintained or permitted on any part of the Common Elements or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes.

**Section 1.3 - Access by Executive Board and Secured Space.** The Executive Board, the Manager or its designated agent, may retain a pass key to all Units for use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of any Unit without immediately providing the Executive Board, the Manager or its agent, with a key therefor. At the Unit Owner's option, he or she may require that the key be enclosed in a sealed envelope with instructions that it only be used in emergencies with a report to him or her as to each use and the reason therefor. Each Unit may have closets, safes or vaults not exceeding 50 cubic feet in capacity which can be locked without such access.

**Section 1.4 - Electrical Devices or Fixtures.** No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused.

**Section 1.5 - Trash.** No storage of trash will be permitted which would allow the spread of fire or encouragement of vermin.

**Section 1.6 - Displays Outside of Units.** Unit Owners shall not cause or permit anything other than curtains, blinds, conventional draperies and holiday decorations to be hung, displayed, or exposed in, or on the outside of, windows without the prior consent of the Executive Board, or such committee established by the Executive Board having jurisdiction over such matters, if any.

**Section 1.7 - Exteriors.** Owners shall not change the color of any exterior portion of any building without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, if any.

**Section 1.8 - Cleanliness.** Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

**Section 1.9 - Electrical Usage.** Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

## **ARTICLE II – USE OF COMMON ELEMENTS**

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

**Section 2.2 - Trash.** No accumulation of rubbish, debris or unsightly materials shall be permitted except in designated trash storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, Patios or terraces.

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

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

**Section 2.5 - Alterations, Additions or Improvements to Common Elements.** No alterations, additions or improvements may be made to the Common Elements without the prior consent of the Executive Board, or such committee established by the Executive Board having jurisdiction over such matters, if any. No clothes, sheets, blankets, laundry or any other kind of articles other than holiday decorations on doors only, shall be hung out of a building or exposed or placed on the outside walls, doors of a building or on trees, and no sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed in or at any window. Notwithstanding the foregoing, a satellite antennae (no more than 18" in diameter) may be affixed or placed on the exterior walls or roof subject to the approval, as to location, to be made by the Executive Board or such committee established by the Executive Board having jurisdiction over such matter, if any.

## **ARTICLE III – ACTIONS OF OWNERS AND OCCUPANTS**

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



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

**Section 3.3 - Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets not to exceed two per Unit may be kept in the Units, subject to the Rules and Regulations to be adopted by the Executive Board. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property within three (3) days after Notice and Hearing from the Executive Board. No outside animal pens or yards shall be permitted; all walking pets must be leashed and all other pets must be in an enclosed cage or other container whenever they are anywhere on the Condominium Property outside the Unit of their respective Owner. Each Unit Owner is responsible for properly disposing of any excrement from his pet. No dogs shall be curbed any place in the Condominium, except in the street or special areas designated by the Executive Board. The Owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

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

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

#### **ARTICLE IV - INSURANCE**

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

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

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

## **ARTICLE V – RUBBISH REMOVAL**

**Section 5.1 - Deposit of Rubbish.** Each Unit Owner will be responsible for providing their own garbage cans to be stored in their garage, only to be placed at curbside on the mornings of the designated collection days. Storage of rubbish is forbidden in or outside of the Units or at any location on the Property.

## **ARTICLE VI – MOTOR VEHICLES**

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

**Section 6.2 - Limitations on Use.** The use of Limited Common Element parking spaces is limited to use by the occupant of the Unit to which it is assigned as a Limited Common Element. Any vehicle must be registered in order to park permanently on the premises. Parking areas shall be used for no other purpose than to park motor vehicles, and loading or unloading.

**Section 6.3 - Speed Limit.** The speed limit on all drives is 15 miles per hour.

**Section 6.4 - Snowmobiles, Off Road and Unlicensed or Immobile Vehicles.** Snowmobiles, off road vehicles including trail bikes, jeeps and ATVs not used in maintenance are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the property. Except for motor assisted bicycles and wheel chairs as permitted by state law, all motor vehicles used or parked on the Property will be registered and properly equipped and in operating condition for safe travel on the public highways of the state. Except for temporary repairs not involving immobility in excess of 10 hours, motor vehicles will not be disassembled, repaired, rebuilt, painted or constructed on the Property. No unregistered vehicles may be parked, or stored, on the Property.

**Section 6.5 - No Parking Areas.** Vehicles may not be parked in such manner as to block access to driveways of other Unit Owners, parking spaces, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles on roads and drives. Vehicles in violation will be towed after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicle is registered. In addition, a \$50.00 per day fine may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation.

## **ARTICLE VII – RIGHTS OF DECLARANT**

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

## **ARTICLE VIII – GENERAL RECREATIONS RULES**

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

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

## **ARTICLE IX – GENERAL RECREATION RULES**

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

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

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

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

**Section 9.5 - Ejection for Violation.** Unit Owners, occupants, guests and tenants may be summarily ejected from the Common Areas by management personnel in the event of a violation of these regulations, and suspended from the use until the time for Notice and Hearing concerning such violation and, thereafter suspended for the period established following such Hearing.

**Section 9.6 - Proper Use.** Recreational facilities, if any, will be used for the purposes for which they were designed. Picnic areas, equipment, and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used.

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

# ***MAINTENANCE, REPAIR AND REPLACEMENT STANDARDS POLICY***

## **Lexington Meadows Condominium Association**

Due to the changes in Condominium Association Laws that became effective July, 2010, the Board of Directors has created the following Maintenance and Service Policy as a reminder to all owners to keep their unit's in proper state of repair to avoid costly insurance losses. The Association will hold a unit owner responsible for damages to common areas and the units when such damage is the result of:

1. Willful misconduct;
2. Gross negligence;
3. Unit's owner, tenant, visitor or guest failed to comply with the provisions of the following maintenance standards.

If the Association incurs an expense because a unit owner, his or her tenant, or guest or invitee of a unit owner or tenant, engages in any of the above behavior, then the Association may assess that expense solely against that owner's unit.

Before levying the assessment, however, the Association will provide the owner with notice with an opportunity to be heard. Furthermore the assessment is limited to the portion of the expense that is not covered by the master insurance policy. This includes the following expenses:

- A. Losses of a nature not covered by the master policy and
- B. Losses or portions of losses that are not covered because of the deductible.

## ***Maintenance, Repair and Replacement Standards***

### **1. Dryer Vent Cleaning**

All clothes dryers will have lint filters which will remain installed to prevent lint from accumulating in the vent duct. Dryer vents will be cleaned every other year. Although the Association may arrange from time to time for a contractor to perform the cleaning, it does not remove the responsibility of the unit owner to ensure that the dryer vent is cleaned per the requirements of the Association. Each owner is responsible for the cost of the cleaning and any necessary repairs. Inspections and repairs need to be performed by a properly licensed and insured contractor following all applicable local building codes.

### **2. Water Heater Replacement**

Water heaters must be replaced within a ten year period or sooner if the manufacturer's recommendation of the unit's life span indicates so. Any damage caused by a malfunctioning water heater past the age of ten years that is not covered by the Master Insurance Policy will be the responsibility of the unit owner whose unit is served by the heater. OR In the event any loss, claim, damage or expense is caused or contributed to by water which escapes from any water heater located within the boundaries of a Unit, there shall be a rebuttable presumption that the water heater failed because it was not replaced prior to the expiration of its anticipated useful life. The aforesaid presumption may be rebutted by the Unit Owner by providing proof to the Association satisfactory to the Association that the water heater in question had not exceeded its anticipated life.

## ***MAINTENANCE, REPAIR AND REPLACEMENT STANDARDS POLICY***

### **3. Washing Machines**

All washing machines must have reinforced steel/metal braided hoses designed to prevent or greatly reduce the potential for hose failure and resulting water damage.

### **4. Toilets and Plumbing**

No running water spigots may be left unattended or allowed to cause overflow. Outdoor spigots must be winterized to prevent freezing. All leaky pipes, valves, toilet seals, toilet gaskets, shower gaskets, waste traps and running toilets must be promptly repaired. Evidence of running or seeping water must be reported immediately to the Association's Management Company. Each unit owner shall be responsible to report evidence of Mold or conditions that could lead to Mold to the Association's Management Company.

### **5. Reporting Leaks**

Unit owners shall promptly report to the Association any leak or other condition resulting in escaped water upon identifying any such leak or condition or as quickly thereafter as is reasonably possible.

### **6. HVAC Maintenance**

HVAC units must have a full annual inspection performed by a licensed technician. Inspection shall include the systems, vents, flues used for venting combustion gases or supplying combustion air. All repairs, cleaning, and maintenance must be completed at the time of inspection. Unit owners are required to maintain receipt records from contractors verifying that the required HVAC inspection and cleaning has occurred.

### **7. Smoke Detectors**

Smoke detectors are to be tested in January and July each year. Batteries must be replaced annually in January. It is the responsibility of the owner to ensure that any and all smoke detectors found to not be in working order are replaced with the appropriate device (verify if device is 110 volt hardwired with 9 volt battery back up and whether interconnected with other smoke detector devices within the unit or building).

### **8. Heat in Units**

Each Unit Owner shall be responsible to continuously maintain heat at no less than 65 degrees Fahrenheit in all areas contained within the boundaries of the Unit. In case of the unit being unoccupied, the unit owner must provide the management company with a local emergency contact. The emergency contact must inspect the vacant unit at least once per week to check for proper functioning of the heating system, frozen pipes, water leaks, or any other issues that may arise in the resident's absence.

### **9. Outside Spigots** If the shut off for the spigot is inside the unit, the owner must shut off the water and properly winterize the spigot by December 1<sup>st</sup>. Water may be turned on after April 15<sup>th</sup>. Valves replaced shall be replaced using a "frost free valve".

### **10. Grill Safety**

Each unit owner having a gas fueled grill needs to ensure that it is in safe working condition and is operated safely not limited to: providing adequate space between the exterior surfaces of the grills and adjacent surfaces; no propane containers larger than 1 pound be stored within any structure, and that gas supply to the grill be in the closed position when the grill is not being used. The use of propane gas grills on decks that are not

## ***MAINTENANCE, REPAIR AND REPLACEMENT STANDARDS POLICY***

accessible from the outside via stairs is prohibited at Lexington Meadows *in compliance with CT State fire code; fire code also states that* any propane tank the size of 20 lbs or larger may not be carried through or stored inside your building. Portable grills with 1 pound propane tanks will be an acceptable alternative.

### **11. Work to be Performed by Licensed Professionals**

Each unit owner shall be responsible to the Association for any damage caused by repairs or installations to any unit or limited common element not performed by licensed and insured professionals in accordance to at least the minimum standards required by the State of Connecticut and the municipality in which the unit is located.

### **12. Reporting Association Required Maintenance**

The unit owner is responsible for reporting maintenance problems to management in a timely fashion and, if required, must provide reasonable access to the unit for inspection and/or repairs as needed.

### **13. General Requirements**

- a. There shall be no storage of combustibles or hazardous materials (including but not limited to paints, thinners, gasoline, propane tanks, etc.) inside units, garages, or other enclosed spaces.
- b. Unit owners are responsible for notifying all residents of their unit of these rules and guidelines. Compliance with the maintenance standards outlined herein is the responsibility of the unit owner. For the purpose of interpreting and applying these maintenance and repair standards, where the context requires, the term "unit owner" shall also include any tenant, guest, invitee or other occupant of the unit.
- c. All maintenance, inspections, and repairs to units must be done by licensed and insured contractors. The contractor must obtain permits for work where required by the municipality.
- d. The unit owner should retain a copy of any documentation related to the completion of the above maintenance requirements in the event that documentation of compliance is requested by the Association.
- e. Variance requests are required for windows, garage doors and any other external and/or structural alterations. Requests must be submitted in advance for Board approval before any work is commenced.

### **14. Optional Maintenance Considerations**

- a. Electrical Panels: Regular inspection of wiring and breakers should be conducted. An electrician must replace any old, worn, or damaged breakers and wiring. Total electrical usage both in the aggregate and per circuit in any Unit shall not exceed the capacity of the circuits which serve the Unit as labeled on or in the circuit boxes. Electrical breakers shall not be connected to more than one electrical conductor.
- b. Hot Water Tanks: Installation of an automatic shut off device should be considered to minimize damage should the water heater fail. Where feasible, installation of water heater pan with appropriate drainage pipe should be considered. If drain connects to any common piping or travels beyond the boundaries of the unit, an approved variance request is required.
- c. Doors/Windows/Garage Doors: The owner must properly maintain these items by repairing or replacing as needed. The owner shall ensure that all windows and doors are properly closed and latched to prevent damage from precipitation or wind blown precipitation.

*Document 030218 LMA Policy & Procedure*

*To be incorporated in Amendments to Governing Documents*

*File number 10-17624-10-K in accordance with Collins Hannafin letter dated 21 Feb 2018*

*Signed by Attorney Christopher Leonard*



# *Lexington Meadows Policy and Procedure*

**LEXINGTON MEADOWS  
POLICY AND PROCEDURE**

**Table of Contents**

|  |    |
|--|----|
| <i>Declaration Rules and Regulations Exhibit C</i> .....     | 3  |
| Article I – Use of Units Affecting the Common Elements ..... | 3  |
| Article II – Use of Common Elements .....                    | 4  |
| Article III – Actions of Owners and Occupants .....          | 5  |
| Article IV - Insurance .....                                 | 6  |
| Article V – Rubbish Removal .....                            | 6  |
| Article VI – Motor Vehicles .....                            | 7  |
| Article VII – Rights of Declarant .....                      | 8  |
| Article VIII –General Recreations Rules .....                | 8  |
| Article IX – General Recreation Rules .....                  | 9  |
| <i>Dog Walking Rules</i> .....                               | 10 |
| <i>Driving and Parking Regulations</i> .....                 | 11 |
| <i>Feeding of Wildlife</i> .....                             | 12 |
| <i>Gardening Guidelines</i> .....                            | 13 |
| Garden Criteria: General Information .....                   | 13 |
| Garden Criteria: Driveway and Shared Islands .....           | 13 |
| Garden Criteria: Patio and Decks .....                       | 13 |
| Garden Criteria: End Unit Side Gardens .....                 | 14 |
| Garden Criteria: Air Conditioner Units .....                 | 14 |
| <i>Pool Rules</i> .....                                      | 15 |
| <i>Property Rentals</i> .....                                | 16 |
| <i>Recreational Activities</i> .....                         | 17 |
| <i>Refuse and Recycle Rules</i> .....                        | 18 |
| <i>Satellite Dish Regulations</i> .....                      | 19 |



LEXINGTON MEADOWS  
POLICY AND PROCEDURE

*Declaration Rules and Regulations Exhibit C*

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- **Section 1.3 - Access by Executive Board and Secured Space.** The Executive Board, the Manager or its designated agent, may retain a pass key to all Units for use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of any Unit without immediately providing the Executive Board, the Manager or its agent, with a key therefor. At the Unit Owner's option, he or she may require that the key be enclosed in a sealed envelope with instructions that it only be used in emergencies with a report to him or her as to each use and the reason therefor. Each Unit may have closets, safes or vaults not exceeding 50 cubic feet in capacity which can be locked without such access.
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- **Section 1.5 - Trash.** No storage of trash will be permitted which would allow the spread of fire or encouragement of vermin.
- **Section 1.6 - Displays Outside of Units.** Unit Owners shall not cause or permit anything other than curtains, blinds, conventional draperies and holiday decorations to be hung, displayed, or exposed in, or on the outside of, windows without the prior consent of the Executive Board, or such committee established by the Executive Board having jurisdiction over such matters, if any.
- **Section 1.7 - Exteriors.** Owners shall not change the color of any exterior portion of any building without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, if any.
- **Section 1.8 - Cleanliness.** Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.
- **Section 1.9 - Electrical Usage.** Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

## LEXINGTON MEADOWS POLICY AND PROCEDURE

### Article II – Use of Common Elements

- **Section 2.1 - Obstructions.** There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Executive Board, except as hereinafter expressly provided.
- **Section 2.2 - Trash.** No accumulation of rubbish, debris or unsightly materials shall be permitted except in designated trash storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, Patios or terraces.
- **Section 2.3 - Storage.** Storage of materials in Common Elements or other areas designated by the Executive Board shall be at the risk of the person storing the materials.
- **Section 2.4 – Proper Use.** Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.
- **Section 2.5 - Alterations. Additions or Improvements to Common Elements.** No alterations, additions or improvements may be made to the Common Elements without the prior consent of the Executive Board, or such committee established by the Executive Board having jurisdiction over such matters, if any. No clothes, sheets, blankets, laundry or any other kind of articles other than holiday decorations on doors only, shall be hung out of a building or exposed or placed on the outside walls, doors of a building or on trees, and no sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed in or at any window. Notwithstanding the foregoing, a satellite antennae (no more than 18" in diameter) may be affixed or placed on the exterior walls or roof subject to the approval, as to location, to be made by the Executive Board or such committee established by the Executive Board having jurisdiction over such matter, if any.

LEXINGTON MEADOWS  
POLICY AND PROCEDURE

**Article III – Actions of Owners and Occupants**

- **Section 3.1 - Annoyance or Nuisance.** No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit.
- **Section 3.2 - Compliance with Law.** No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all Federal, State and local applicable laws, regulations and ordinances. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.
- **Section 3.3 - Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets not to exceed two per Unit may be kept in the Units, subject to the Rules and Regulations to be adopted by the Executive Board. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property within three (3) days after Notice and Hearing from the Executive Board. No outside animal pens or yards shall be permitted; all walking pets must be leashed and all other pets must be in an enclosed cage or other container whenever they are anywhere on the Condominium Property outside the Unit of their respective Owner. Each Unit Owner is responsible for properly disposing of any excrement from his pet. No dogs shall be curbed any place in the Condominium, except in the street or special areas designated by the Executive Board. The Owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing Eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.
- **Section 3.4 - Indemnification for Actions of Others.** Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or license.
- **Section 3.5 - Employees of Management.** No Unit Owner shall send any employee of the Manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

## LEXINGTON MEADOWS POLICY AND PROCEDURE

### Article IV - Insurance

- **Section 4.1 - Increase in Raring.** Nothing shall be done or kept which wi11 increase the rate of insurance on any of the buildings, or contents thereof, without the prior consent of the Executive Board. No Unit Owner shall permit anything to be done, or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.
- **Section 4.2 - Rules of Insurance.** Unit Owners and occupants shall comply with the rules and regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy on the Property.
- **Section 4.3 - Reports of Damage.** Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, Cue or accident must be promptly reported to the Manager or a Director by any person having knowledge thereof.

### Article V – Rubbish Removal

- **Section 5.1 - Deposit of Rubbish.** Each Unit Owner will be responsible for keeping clean the refuse and recycling containers issued by the associations refuse contractor to be stored in their garage, only to be placed at curbside on the mornings of the designated collection days. Storage of rubbish is forbidden in or outside of the Units or at any location on the Property.

## LEXINGTON MEADOWS POLICY AND PROCEDURE

### Article VI – Motor Vehicles

- **Section 6.1 - Compliance with Law.** All persons will comply with Connecticut State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads and drives of the Property.
- **Section 6.2 - Limitations on Use.** The use of Limited Common Element parking spaces is limited to use by the occupant of the Unit to which it is assigned as a Limited Common Element. Any vehicle must be registered in order to park permanently on the premises. Parking areas shall be used for no other purpose than to park motor vehicles, and loading or unloading.
- **Section 6.3 - Speed Limit.** The speed limit on all drives is 15 miles per hour.
- **Section 6.4 - Snowmobiles, Off Road and Unlicensed or Immobile Vehicles.** Snowmobiles, off road vehicles including trail bikes, jeeps and ATVs not used in maintenance are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the property. Except for motor assisted bicycles and wheel chairs as permitted by state law, all motor vehicles used or parked on the Property will be registered and properly equipped and in operating condition for safe travel on the public highways of the state. Except for temporary repairs not involving immobility in excess of 10 hours, motor vehicles will not be disassembled, repaired, rebuilt, painted or constructed on the Property. No unregistered vehicles may be parked, or stored, on the Property.
- **Section 6.5 - No Parking Areas.** Vehicles may not be parked in such manner as to block access to driveways of other Unit Owners, parking spaces, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire Lanes, or clear two-lane passage by vehicles on roads and drives. Vehicles in violation will be towed after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicle is registered. In addition, a \$50.00 per day fine may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation.

## LEXINGTON MEADOWS POLICY AND PROCEDURE

### **Article VII – Rights of Declarant**

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

### **Article VIII –General Recreations Rules**

- **Section 8.1 - Consent in Writing.** Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.
- **Section 8.2 – Complaint.** Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

## LEXINGTON MEADOWS POLICY AND PROCEDURE

### Article IX – General Recreation Rules

- **Section 9.1 - Limited to Occupants and Guests.** Passive recreational facilities and open space within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the Association harmless from damage or claims by virtue of such use.
- **Section 9.2 - Boisterous Behavior Prohibited.** Boisterous, rough or dangerous activities or behavior, which unreasonably interfere with the permitted use of facilities by others, is prohibited.
- **Section 9.3 - Reserved Areas.** Specific portions of woodland or open space facilities, or specific times of recreational schedules may be reserved, or priority given, to certain age groups. Such reservations and scheduling shall be done by management personnel.
- **Section 9.4 - Children.** Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations, or damage caused by their children whether the parents are present or not.
- **Section 9.5 - Ejection for Violation.** Unit Owners, occupants, guests and tenants may be summarily ejected from the Common Areas by management personnel in the event of a violation of these regulations, and suspended from the use until the time for Notice and Hearing concerning such violation and, thereafter suspended for the period established following such Hearing.
- **Section 9.6 - Proper Use.** Recreational facilities, if any, will be used for the purposes for which they were designed. Picnic areas, equipment, and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used.

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

## LEXINGTON MEADOWS POLICY AND PROCEDURE

### *Dog Walking Rules*

- Dogs should only be walked in the designated dog walk areas or in the street. No dogs are allowed to be walked on the lawns or islands.
- All pet waste must be picked up and disposed of properly. Refuse receptacles and disposal bags are located in the dog walk areas.
- Do not throw clothes or any trash, other than dog waste, into the waste receptacles in the dog walk areas.
- Do not throw dog waste in storm drains.



LEXINGTON MEADOWS  
POLICY AND PROCEDURE

*Driving and Parking Regulations*

- The posted speed limit is 15 MPH. Speed limits apply to all residents and guests.
- Vehicles may not be parked in any roadway as to block driveways, parking spaces, fire hydrants, designated emergency lanes or not to allow the two lane passage of vehicles. Vehicles in violation will be towed after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicle is registered. Unit Owners are responsible for their guest's, their tenants, and their tenants' guest's violations.
- All parking spaces are Visitor spaces and should only be occupied by non-residents visiting residents of Lexington Meadows. The use of visitor parking spaces, for longer than 4 days, must have the approval of the Board of Directors. No resident should ever be parked in Visitor parking.
- Commercial vehicles may not park anywhere on the property overnight.
- Recreational vehicles, requiring temporary parking, must have prior consent of the Board of Directors.
- During Snow Emergency's, no parking is allowed in the visitor spaces in order to allow for snow removal.

LEXINGTON MEADOWS  
POLICY AND PROCEDURE

*Feeding of Wildlife*

- The feeding of any type of wildlife or pets on or within the common elements is prohibited.

LEXINGTON MEADOWS  
POLICY AND PROCEDURE

## *Gardening Guidelines*

### **Garden Criteria: General Information**

- Do not plant until all mulching is complete.
- All plants should be inside the beds, please make sure they are planted far enough back so that they do not overhang the edge of the beds or they may be damaged by the mower.
- Do not plant around any of the trees. The root balls are very shallow and any digging will damage the roots.
- Do not use gravel, marble or other rock type material as an edging material. Loose items are a danger with the weed whackers used by the landscaper. No small gravel or marble of any kind or anything that can be thrown or picked up by the weed whacker.
- Do not create any additional planting beds. All planting is to be done in existing beds. Exception is made for end units
- All plants are not to exceed four (4') feet in height.
- Do not plant trees, shrubs or bushes.
- Potted plants on the sidewalk are permissible provided that they are kept neat and orderly.

### **Garden Criteria: Driveway and Shared Islands**

- Unit Owners can add annuals or bulbs to the planting beds on the islands near your home.
- Do not add shrubs or bushes.
- Plantings must remain in the beds. Do not plant in any grass areas.
- Shared island plantings should be mutually agreeable with your neighbor.

### **Garden Criteria: Patio and Decks**

- Plantings are allowed on the sides only. Do not plant in front of the patio/deck.
- Maximum bed size is two (2) feet from the patio/deck or as room allows but no more than 2 feet.
- These two (2) feet include the plants. Make sure they do not overhang into the grass.
- All plantings and bed maintenance in this area are the responsibility of the owner.
- Do not edge these beds, please leave the edges strictly grass and mulch. The mulch must be of the same type, consistency and color of all the new mulch on the property.

## LEXINGTON MEADOWS POLICY AND PROCEDURE

### **Garden Criteria: End Unit Side Gardens**

- Unit Owners may create a flower bed two (2) feet in width along the stoop or sidewalk. All planting must remain within the garden bed and not overhang onto the grass.
- Plantings should be annuals or bulbs.

### **Garden Criteria: Air Conditioner Units**

- Do not plant any flowers or shrubs around the air conditioner units. This will cause a number of problems: air flow, maintenance and landscaping. Do not use small rock or gravel, as these will become hazardous and can be thrown by the weed-whackers used by the landscapers.
- Please do not add any fertilizer or chemicals to the common areas. The landscaper has been contracted to do this. Combining of chemicals could damage the grass.

## LEXINGTON MEADOWS POLICY AND PROCEDURE

### *Pool Rules*

- The pool hours of operation are 8:00 AM to 10:00PM. Adult only swimming is after 8:00 PM.
- Persons with open wounds, sores or evidence of a contagious disease will not be allowed in the pool.
- All users of the pool are required to shower prior to entering the pool, as is required by state law.
- Children under the age of sixteen (16) years must be by an adult of eighteen (18) years or more.
- Children not toilet trained requiring diapers are not allowed in the pool under any circumstances. The use of swim diapers is not allowed.
- Approved swimwear is required in the pool, no cut-offs or tee shirts allowed.
- Abusive or profane language will not be permitted.
- Running, horseplay or excessive splashing is not allowed in the pool or pool area. Swim boards and flotation devices are not allowed in the pool.
- Each household in the community may bring a maximum of three (3) guests to the pool. Guests are to be escorted at all times by a resident who is eighteen (18) years or more for the duration of the pool visit. Guests, regardless of age, must be accompanied by a resident at all times.
- Residents will be held accountable for the character and conduct of their guests. Residents will be liable for any and all damages to Lexington Meadows property caused by their guests. It is the responsibility of the resident to inform their guests of all rules and regulations.
- Eating is allowed around the tables only; no glass or breakable food containers may be brought into the pool area. No alcoholic beverages are permitted in the pool area.
- The pool is a no smoking area. No tobacco products are allowed in the pool area.
- No pool parties are allowed in the pool area, unless authorized by the Board of Directors.
- No pets are permitted in the pool area.
- The fence around the pool may not be used to hang garments or towels.
- Please cleanup after yourself after visiting the pool, fold loungers and center chairs around tables and lower and tie umbrellas. Remember to leave the bathrooms in the condition you found them.
- The Association and the Board of Directors shall not be held responsible for any lost, broken or stolen items.
- Residents and Renters must be up to date with common charge payments. Loss of pool privileges will apply to any Unit Owner or Renter, if common charges are more than thirty (30) days in arrears.
- The Board of Directors or their designees reserves the right to refuse admittance or remove any persons, if in their opinion, affects the health or safety of other users.

## LEXINGTON MEADOWS POLICY AND PROCEDURE

### *Property Rentals*

- It is mandatory for Unit Owners to notify the Property Management of any agreement reached that the unit owner will be renting their unit. The Unit Owner must submit the Information Contact Form to Property Management at least seven (7) days prior to occupancy. Failure to comply may result in a fine.

LEXINGTON MEADOWS  
POLICY AND PROCEDURE

*Recreational Activities*

- Parents should supervise their children and guest's children at all times.
- Residents will be responsible for any damage to the common elements by their children or guests.
- Children are not allowed to play in another unit's driveway or around any parked vehicle at any time unless authorized by the unit owner.
- No Skateboarding is allowed in the complex.
- The playing of Basketball, Baseball, Football and Soccer or the throwing or hitting of hard balls of any kind is not allowed in the common areas, streets or driveways; nor shall any use or practice be allowed which interferes with the peaceful possession or proper use by its residents.

## LEXINGTON MEADOWS POLICY AND PROCEDURE

### *Refuse and Recycle Rules*

- Trash is picked up weekly on the designated day; Recycling pickup is bi-weekly on the designated Trash pickup. Do not leave trash out in bags or boxes.
- Items such as furniture, bicycles and other large items will not be picked up. You must arrange to take these items to the dump.
- All cardboard and paper that cannot fit in the Recycle Bin, must be broken down, bundled or tied in order to prevent these items from being blown around in the wind.
- The Board of Directors strongly suggests that unit owners number their garbage and recycle bins with their unit number.



LEXINGTON MEADOWS  
POLICY AND PROCEDURE

*Satellite Dish Regulations*

- Prior to any Satellite dish installation, Unit Owners need to complete a variance request for approval by the Association's Board of Directors.
- All Satellite dish installations will require a \$350 refundable deposit that will be held in the Association's account until such time that the dish is removed and any damages that may have resulted from the dish installation have been repaired to the Association's satisfaction. . If the dish is not removed by the owner, when no longer in use or sale of the unit, the Association reserves the right to have the dish removed and repairs made using any and all portions of the deposit and the Unit Owner then forfeits the refund.
- The satellite dish cannot extend higher than the roof edge or gutter.
- The satellite dish must not exceed 1 meter (39.37 inches) in diameter.
- The satellite dish should be installed on the limited common area deck, which is designed for the exclusive use of the Unit owner. If the reception will not be possible from the deck, or if the unit has no deck, consideration will be given to installation on the chimney or elsewhere, bearing in mind that installations on the roof or building are to be avoided since those types of installations can cause the most damage to the building and potential leaks into the unit.
- The satellite dish may not be permanently affixed to any portion of the building other than to a portion of a deck that is the maintenance responsibility of the unit. It is recommended that clamps be used to avoid having to use fasteners that penetrate the building or deck.
- No portion of the dish may extend past the edge of the deck into a Common Area.
- The satellite dish may be installed (including on a mast) of such height that if it should fall it will not extend past the edge of the deck into a Common Area.
- All cables and wires need to be secured and should be hidden as best as possible so that the exterior of the buildings does not become unsightly.
- The Unit Owner, his successors or assigns shall be responsible for the maintenance of the dish and deck or other area upon which a dish is installed as well as any damage to the exterior of the building, common areas, or limited common areas as a result of the installation, use or removal of a dish.
- The Association reserves the right to remove any satellite dish that is not properly installed or installed at other than a permitted location or a dish that is not currently in use or one that was installed prior to the inception of this policy, at the unit owner's expense. The Association shall assume no risk or liability for improperly installed satellite dishes or the Association's removal of same.