

DECLARATION OF OLD FIELD

OLD FIELD, INC., a Connecticut corporation, having an office in the Town of Southbury, County of New Haven and State of Connecticut does hereby submit the land which is described in Exhibit A, which is attached hereto and made a part hereof, together with all the buildings and other improvements now or hereafter located or constructed thereon (the "Property"), to the provisions of the Common Interest Ownership Act of the State of Connecticut for the purpose of creating a condominium to be known as "OLD FIELD."

ARTICLE I DEFINITIONS

For all purposes of this Declaration, the following terms shall have the meanings set forth below:

A. Act: The term "Act" shall mean the Common Interest Ownership Act, being Chapter 828 (Sections 47-200 et seq.) of the Connecticut General Statutes, as the same has been and may be amended in the future to the extent such future amendments are applicable to the Condominium.

B. Allocated Interests: The term "Allocated Interests" shall mean the undivided interest in the Common Elements, the Common Expense liability and votes in the Association, allocated to the Units in the Condominium, all as set forth in Article IX hereof.

C. Association: The term "Association" shall mean Old Field Association, Inc., a non-stock corporation organized and existing under the laws of the State of Connecticut, constituting the Association of Unit Owners referred to in the Act.

D. Bylaws: The term "Bylaws" shall mean the Bylaws of the Association, as amended from time to time.

E. Common Elements: The term "Common Elements" shall mean all portions of the Condominium (including Limited Common Elements), other than the Units.

F. Common Expenses: The term "Common Expenses" shall mean expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves, including without limitation, expenses of administration, maintenance, repair or replacement of the Common Elements; expenses declared to be Common Expenses by or under the provisions of this Declaration or the Bylaws or under the Act; expenses agreed upon as Common Expenses by the Association; and such reserves as may be established by the Association for repair, replacement or addition to the Common

Elements or other property of the Association.

G. Condominium: The term "Condominium" shall mean the common interest community created by the submission of the Property to the Act.

H. Declarant: The term "Declarant" shall mean Old Field, Inc. or its successors as defined in the Act.

I. Declaration: The term "Declaration" shall mean this document, as it may from time to time be amended.

J. Development Rights: The term "Development Rights" shall mean the rights reserved by the Declarant in Article VIII of this Declaration to create additional Units, Common Elements and Limited Common Elements in the Condominium and to subdivide Units and/or convert Units or portions thereof into Common Elements.

K. Director: The term "Director" as used herein shall mean a member of the Executive Board.

L. Eligible Mortgagee: The term "Eligible Mortgagee" shall mean a mortgagee described in Article XVIII of the Declaration.

M. Executive Board: The term "Executive Board" shall mean the Directors of the Association pursuant to Chapter 600 of the Connecticut General Statutes, as amended to date.

N. Improvements: The term "Improvements" shall mean any buildings, improvements or facilities constructed or to be constructed in or on the Property.

O. Limited Common Elements: The term "Limited Common Elements" shall mean those portions of the Common Elements allocated pursuant to this Declaration and/or by operation of Subsections (2) and/or (4) or Section 47-221 of the Act for the exclusive use of one or more but fewer than all of the Units.

P. Majority or Majority of Unit Owners: The owners of more than fifty percent (50%) of the Votes in the Association. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated, means such percentage, portion or fraction in the aggregate of such portion of such Votes.

Q. Person: The term "Person" shall mean an individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency or any other legal entity.

R. Plans: The term "Plans" shall mean the plans filed with this Declaration entitled "Building Plans, Unit B, Sheets 1 through 4, inclusive, and Unit 'E', Bldg. 1, Sheets 1 through 5, inclusive, Date: Feb. 24, 1997, Old Field, Main Street North, Southbury, Connecticut by Riordan Surveying, Michael J. Riordan, L.S., 701 Middleroad Turnpike, Woodbury, Connecticut 06798" as the same may, from time to time, be amended in accordance with this Declaration and the Act.

S. Property: The term "Property" shall mean that certain piece or parcel of land situated in the Town of Southbury County of New Haven and State of Connecticut, as described in Exhibit A and being shown and designated on the Survey, together with all easements, rights and appurtenances thereto and together with any and all improvements situated thereon.

T. Rules and Regulations: The term "Rules and Regulations" shall mean rules and regulations for the use of the Common Elements and Units of the Condominium made and promulgated by the Executive Board pursuant to the Bylaws.

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

V. Special Declarant Rights: The term "Special Declarant Rights" as used herein shall mean the rights reserved for the benefit of the Declarant to complete improvements indicated on the Survey and Plans filed and to be filed with this Declaration, and in connection therewith, to exercise any Development Right reserved hereunder. In addition, "Special Declarant Rights" shall mean the right reserved for the benefit of the Declarant to maintain a sales office, management office and/or signs or displays advertising the Condominium; the right to use easements through the Common Elements for the purpose of making any improvements within the Condominium and/or to appoint or remove any officer of the Association or member of the Executive Board during any period of Declarant's control.

W. Survey: The term "Survey" shall mean the survey filed with this Declaration entitled "SURVEY OF OLD FIELD, Main Street North, Southbury, Connecticut, Scale: 1"= 60', June 19, 1996, as revised 12/10/96, 1/16/97 and 2/21/97" by Michael J. Riordan, Licensed Land Surveyor, Riordan Surveying, Woodbury, CT as the same may, from time to time, be amended in accordance with this Declaration and the Act.

X. Unit: The term "Unit" shall mean the physical portion of the Condominium designated for separate ownership in fee simple, the boundaries of which are described in Article IV of this Declaration.

Y. Unit Owner: The term "Unit Owner" shall mean the Declarant or other person or persons who own fee simple to a Unit created by this Declaration, but shall not include any Person having a security interest in a Unit.

Z. Votes: The term "Vote" or "Votes" shall mean the votes allocated to each Unit pursuant to this Declaration.

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

A. Common Interest Community: The common interest community created under this Declaration is a condominium and shall bear the name "OLD FIELD".

B. Association: The name of the Association shall be "Old Field Association, Inc.," a non-stock corporation organized and existing under the laws of the State of Connecticut.

**ARTICLE III
DESCRIPTION OF LAND**

The entire Condominium is situated in the Town of Southbury, County of New Haven and State of Connecticut. A legal description of the land constituting the Condominium is set forth in Exhibit A.

**ARTICLE IV
NUMBER OF UNITS; BOUNDARIES**

A. Number and Identification of Units: As initially established the Condominium will consist of two (2) Units, to be known as Unit B and, in Building 1, Unit 1-E, all as shown and designated on the Survey and Plans. As discussed in Article VIII, the Declarant reserves the right to create an additional forty-nine (49) Units so that the maximum number of Units may be fifty-one (51). Units in multi-unit buildings are identified by building number and unit type.

B. Boundaries: The boundaries of the Unit created by this Declaration are shown on the Survey and Plans and are described as follows:

- (1) Upper Boundary: The upper horizontal boundary of the Unit created by this Declaration is the ceiling of the uppermost story of the Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint and other materials constituting any part of the finished surfaces of such ceiling are a part of the Unit, and all other portions of the ceiling are a part of the Common Elements.
- (2) Lower Boundary: The lower horizontal boundary of the Unit created by this Declaration is the floor of the lowermost story of the Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, paint, floor coverings and other materials constituting any part of the finished surfaces of such floor are a part of the Unit, and all other portions of the floor are a part of the Common Elements.
- (3) Vertical Perimeter Boundaries: The vertical perimeter boundaries of the Unit created by this Declaration are the perimeter walls, trim, window glass and doors leading from the Unit. All lath, furring, wallboards, plasterboards, plaster, paneling, tiles, wallpaper, paint and any other

material constituting any part of the finished surfaces of the perimeter walls and trim are part of the Unit, and all other portions of the perimeter walls of the Unit are part of the Common Elements.

(4) Inclusions:

(a) Each Unit shall include the spaces and Improvements lying within the boundaries described in Sections B(1), (2) and (3) above, and shall also include all electrical switches, wiring, pipes, ducts, conduits and television, telephone and electrical receptacles and light fixtures and boxes serving that Unit exclusively that are situated in the perimeter walls of the Unit served.

(b) Although constituting a boundary of a Unit, window and door glass, window and door screens and doors providing access to the outside of a Unit are part of the Unit.

(5) Exclusions: Except when specifically included by other provisions of this Section B, the following are excluded from each Unit:

(a) The spaces and Improvements lying outside of the boundaries described in Sections B(1),(2),(3) and (4) above;

(b) All chutes, pipes, flues, ducts, wires, conduits and other facilities running through any Unit for the purpose of furnishing utility and similar services to other Units and/or the Common Elements; and

(c) Any and all roof joists, bearing walls, bearing columns and other components of a building that provide structural support for the building are part of the Common Elements and not part of a Unit.

(6) Inconsistency with Survey and/or Plans: If this definition is inconsistent with the Survey and/or Plans, then this definition shall control.

**ARTICLE V
LIMITED COMMON ELEMENTS**

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

- (1) If any chute, flue, duct, pipe, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

- (2) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, decks and patios designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- (3) Steps, stoops, porches and hallways at or leading to the entrances of more than one Unit are Limited Common Elements allocated to the Units served by them.
- (4) The area surrounding Unit B as shown on the Survey and designated as Limited Common Area and the improvements in that area are Limited Common Elements allocated to Unit B.

**ARTICLE VI
MAINTENANCE, REPAIR AND REPLACEMENT**

A. Common Elements: The Association shall maintain, repair and replace all of the Common Elements, except and to the extent that portions of the Limited Common Elements are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

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

C. Limited Common Elements: Each Unit Owner shall be responsible for removing all snow, leaves and debris from all stoops, porches and steps, balconies and patios which are Limited Common Elements appurtenant to his Unit. If any such Limited Common Element is appurtenant to two or more Units, the owners of those Units will be jointly responsible for such removal.

In addition each Unit Owner is responsible for the repair and replacement (other than that required as a result of an insured casualty and as to which the Association receives payment under insurance maintained by the Association) for repair or replacement of any flue, duct, pipe, wire or conduit that is a Limited Common Element allocated solely to his Unit.

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

E. Repairs Resulting From Negligence: Each Unit Owner shall reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his failure to properly maintain, repair or make replacements to his Unit except to the extent that there is insurance coverage for such damages and the insurance carrier has waived or does not have subrogation rights against such Unit Owner. The Association shall be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

**ARTICLE VII
SUBSEQUENTLY ALLOCATED LIMITED COMMON ELEMENTS**

Portions of the Common Elements may be subsequently allocated as Limited Common Elements pursuant to the Development Rights reserved to Declarant in this Declaration.

**ARTICLE VIII
DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS**

A. Reservation of Development Rights: The Declarant reserves the following Development Rights:

- (1) The right to construct additions to and/or expand Building A and/or to reconfigure or revise the interior partitions and layout thereof and the right to subdivide Unit A in Building A into two (2) Units and within Building A to create Common Elements and Limited Common Elements and allocate the Limited Common Elements so created to or between the Unit(s) in Building A.
- (2) The right, anywhere throughout the Property or portions thereof in which "Development Rights are Reserved to Add Units, Common Elements and Limited Common Elements" as designated on the Survey to construct one or more single and/or multi-family residential buildings and create Units, Common Elements and Limited Common Elements therein, to construct appurtenances to any such building which may be designated as Common Elements or Limited Common Elements, to construct and/or alter any existing Improvement on the Property and create Common Elements and/or Limited Common Elements therein and to construct site Improvements including, but not limited to, roadways, driveways, parking areas and walkways, and create additional Common Elements and Limited Common Elements.
- (3) The right to allocate Limited Common Elements created by Declarant to a particular Unit or Units.
- (4) The right to construct, install and maintain, utility lines, pipes, wires, ducts and conduits under and across the real property that is part of the Property (whether the same be part of the Common Elements or any Limited Common Element and whether or not located in areas depicted

on the Survey as "Development Rights Reserved To Add Units, Common Elements and Limited Common Elements") and the right to connect into and utilize any duct, wire, conduit, sanitary sewer line, drainage line, water service line, gas service line or other utility service or facility that may from time to time exist on the Property that is located outside of a Unit, all for the purpose of servicing additional Units that may be created and buildings, Improvements and installations that may be constructed or installed on any portion of the Property, provided the service or facility that is connected into and so utilized is of sufficient capacity to service all Units and buildings which are to utilize same. If any Common Element is disturbed by the exercise of these rights, Declarant shall promptly restore the same. Further, the Declarant reserves for itself and its successors and assigns the right to grant easements to public utility companies or to the Town of Southbury and to convey Improvements within such easements anywhere in the Condominium for the above mentioned purposes.

B. Limitations on Development Rights: The Development Rights reserved in Section VIII A. are limited as follows:

- (1) The Development Rights may be exercised at any time, but not more than seven (7) years after the recordation of the initial Declaration;
- (2) Not more than forty-nine (49) additional Units may be created under the Development Rights;
- (3) All buildings and Improvements constructed under the Development Rights will be consistent with the buildings and Improvements initially constructed under the Development Rights as regards quality of construction;
- (4) All Units and Common Elements created pursuant to the Development Rights will be restricted exclusively to residential use in the same manner and to the same extent as Units and Common Elements initially created under this Declaration;
- (5) All buildings and other Improvements constructed or renovated under the Development Rights shall be in compliance with all applicable zoning and other governmental laws, ordinances and regulations.

C. Phasing of Development Rights: Any of the Development Rights may be exercised with respect to different portions of the Property as to which Development Rights are reserved or which are subject to Development Rights and no assurances are made by the Declarant as to the boundaries of such portions as to which Development Rights will be exercised or the order in which such portions may be subjected to the exercise of any Development Right.

D. Special Declarant Rights: The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Condominium:

- (1) To make and complete Improvements and renovations to Improvements within or to comprise Units, Common Elements and Limited Common Elements created by the Declarant;
- (2) To exercise any Development Right reserved in this Declaration;
- (3) To conduct sales activities and to promote sales of Units in the Condominium and maintain signs and displays for those purposes;
- (4) The right for itself and its duly authorized agents, representatives and employees to maintain (a) a sales office in any one (1) Unit owned by it and two (2) model Units for sales purposes in any other two (2) Units until it no longer Owns any Units for sale in the ordinary course of business and (b) a construction management office in Building A as shown on the Survey until construction is completed. If any such sales office or model Unit is sold any other Unit or Units owned by Declarant may be used for such purposes.
- (5) To use easements through the Common Elements for the purpose of making Improvements within the Condominium;
- (6) To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control of the Association.

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

F. Declarant's Personal Property: The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the Condominium that has not been represented as property of the Association. The Declarant reserves the right to remove (promptly after the sale of the last Unit), from the Property any and all goods and Improvements used in development, marketing and construction, whether or not they have become fixtures.

G. Declarant Control of the Association:

- (1) Subject to Subsection (2): There shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it,

may appoint and remove the officers and members of the Executive Board. The period of Declarant control terminates no later than the earliest of: (a) sixty (60) days after conveyance of sixty percent (60%) of the Units that may be created to Unit Owners other than a Declarant; (b) two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business; (c) two (2) years after any right to add new Units was last exercised; (d) the date the Declarant, after giving written notice to the Unit Owners, records an instrument on the Southbury Land Records voluntarily surrendering all rights to control activities of the Association; and (e) seven (7) years after the initial recording of this Declaration on the Southbury Land Records. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

- (2) Not later than sixty (60) days after conveyance of one-third (1/3) of the Units that may be created to Unit Owners other than a Declarant, at least one (1) member and not less than one-third (1/3) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.
- (3) Except as otherwise provided above in Subsection G(2), not later than the termination of the period of Declarant control the Unit Owners shall elect an Executive Board of at least three(3) members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.
- (4) Notwithstanding any provision of the Declaration or Bylaws to the contrary, the Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board, other than a member appointed by the Declarant, with or without cause.

H. Limitations on Special Declarant Rights: Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant so long as the Declarant is obligated under any warranty or obligation, owns any Unit or any Security Interest on any Unit, or for seven (7) years after recording the Declaration, whichever is sooner. Earlier termination of certain rights may occur by statute.

ARTICLE IX ALLOCATED INTERESTS

A. Allocation of Interests: The Allocated Interests of the Units created by the initial recording of this Declaration are shown on the table attached hereto as Exhibit B.

These interests have been allocated in accordance with the formulas set out in Section B of this Article IX. If any Unit is added to the Condominium the Allocated Interests of such Unit and all other Units then part of the Condominium shall be determined in accordance with such formula and shall be set forth on a Revised Exhibit B to be included in the amendment to this Declaration made in connection with the addition of such Unit.

B. Formula for the Allocation of Interests: The interests allocated to each Unit are calculated as follows:

- (1) Undivided Interests in the Common Elements. The percentage of undivided interest in the Common Elements is allocated so that each Unit will have a percentage of undivided interest in the Common Elements equal to the percentage of the floor area of all Units that is represented by the floor area of each particular Unit.
- (2) Liability for Common Expenses. The percentage of liability for Common Expenses is allocated so that each Unit will have a percentage liability for Common Expenses equal to the percentage of the floor area of all Units that is represented by the floor area of each particular Unit.
- (3) Votes. The Vote for each Unit is allocated so that each Unit shall have a Vote equal to that decimal fraction of the integer one that is determined by dividing the floor area of each Unit by the floor area of all the Units and rounding the result to four decimal places.

C. Definition of "Floor Area": As used in this Article IX the "floor area" of a Unit is the total square footage (rounded to the nearest whole number) of living area included within the vertical perimeter boundaries of a Unit as shown on the Plans measured at the elevation of each floor or story contained within the Unit. "Floor area" for this purpose does not include any garage area or porch or balcony area that may lie within the boundaries of a Unit. As an illustration, if a Unit includes a first floor and a second floor the square footage included within the vertical perimeter boundaries at the elevation of the first floor plus that included at the elevation of the second floor is the "floor area" of that Unit.

ARTICLE X RESTRICTIONS ON USE, OCCUPANCY AND ALIENATION

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

- (1) Each Unit is restricted to use only for residential purposes by the owner(s) thereof, their lessees, their immediate families, guests and invitees. No residential Unit may be used for transient, hotel or commercial purposes or be leased for any period shorter than thirty (30) days with an initial lease term of not less than six (6) months.

- (2) Parking areas and loading areas as shown on the Survey as it may be amended shall be utilized as such by Unit Owners, tenants of the Condominium, and customers, employees and invitees.
- (3) No nuisance shall be allowed in the Condominium, nor shall any use of any portion thereof or practice be allowed thereon that is a source of unreasonable annoyance to residents or that interferes with the peaceful possession and proper use of the Condominium by its residents.
- (4) A Unit may not be conveyed pursuant to a time-sharing plan as defined under Chapter 734b of the Connecticut General Statutes.
- (5) The use and occupancy of Common Elements and Units is subject to the Bylaws and the Rules and Regulations of the Association.
- (6) No part of any Unit, other than those rooms that are labeled "bedroom" in the Plans, shall be used as a bedroom.
- (7) Waste water discharges from the respective Units shall not exceed the Design Limitation Amounts specified for the various Units as set forth in Exhibit C, which is attached hereto and made a part hereof.

ARTICLE XI EASEMENTS, LICENSES

A. General: In addition to the easements reserved to the Declarant as set forth herein, all existing recorded easements and licenses to which the Condominium is subject are listed in Exhibit A to the Declaration. Further the Condominium shall have the benefit of the rights which are appurtenant to the property as set forth in Exhibit A.

B. "Open Space Reserved for Park Area": The land shown on the Survey as "Open Space Reserved for Park Area" is hereby made subject to a license for the benefit of occupants of property in the neighborhood of the Condominium that has frontage on Old Field Hill or frontage on Old Field Hill Road between Old Field Hill and Ballantine Park, in common with others who may have such rights, to enter into and upon and use such land, in whatever state it may exist, for park purposes. The license herein created may, subject to the provisions of the Southbury Zoning Regulations applicable to PDD # 7, be amended, limited and/or revoked by the Association. The Association shall have no obligation or liability for any repair or maintenance of such land or any improvements thereon for the benefit of such licensees. Such license is, in all events, subject to any reasonable rules or regulations relating to access to or use of the area as may, from time to time, be established by the Association and the right of the Association, from time to time, to deny use of the area temporarily as it may deem necessary or appropriate for the purpose of avoiding any dedication of the area, avoiding anyone gaining rights of access to or use of the area by prescription or otherwise and/or avoiding any other claims of ownership or user in derogation of the rights of the Unit Owners of the Condominium.

**ARTICLE XII
ALLOCATION AND REALLOCATION
OF LIMITED COMMON ELEMENTS**

A. Allocation of Limited Common Elements Not Previously

Allocated: A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to provisions in Article VII of this Declaration. The allocation shall be made by amendment to the Declaration.

B. Reallocation of Previously Allocated Limited Common Elements: No Limited Common Element that has previously been allocated may be reallocated except that (i) Limited Common Elements may be reallocated as part of a relocation of boundaries between Units pursuant to Article XIV of this Declaration and (ii) if outside parking spaces have been allocated as Limited Common Elements, they may be reallocated so long as the same number of parking spaces continues to be allocated to each Unit. Such reallocation shall be made by an amendment to the Declaration executed by the Unit Owners between or among whose Units the reallocation is made which amendment shall not be effective unless consented to by the holders of all Security Interests in the affected Units.

The persons executing the amendment shall submit an executed copy of it to the Association which, if the amendment complies with the provisions of this Declaration and the Act, shall record it. The Unit Owners seeking such reallocation shall be responsible for any expenses of the preparation of the amendment and shall reimburse the Association for its reasonable attorney's fees in connection with the review of the amendment and recording costs. The Association may condition recording of the amendment on receipt of such reimbursement.

**ARTICLE XIII
ADDITIONS, ALTERATIONS AND IMPROVEMENTS
BY UNIT OWNERS**

A. Limitations: A Unit Owner:

- (i) May not make any structural addition, structural alteration, or structural improvement in or to the Condominium without the prior consent of the Association but may make any other improvements or alterations to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium;
- (ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Condominium, without permission of the Association;
- (iii) After acquiring an adjoining Unit or an adjoining part of an adjoining unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the Structural integrity or mechanical systems or lessen the

support of any portion of, the Condominium. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries.

B. Executive Board Approval: If a Unit Owner wishes to take an action that is prohibited under Section A of this Article XIII unless the prior permission of the Association is obtained, the Unit Owner may submit a written request to the Executive Board for the approval of such proposed action. The Executive Board, after notice and a hearing, shall deny, approve or approve with modifications the written request within sixty (60) days after receipt of the request and sufficient supporting information. Failure of the Executive Board to respond to such request within said sixty (60) day period shall constitute a denial of such request. The Executive Board shall review request in accordance with its rules.

C. Exception for Exercise of Development Rights: This provision shall not apply to the exercise of any Development Right reserved herein.

ARTICLE XIV RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS

A. Application and Amendment: Subject to approval pursuant to Article XIII of any related structural changes, the boundaries between adjoining Units may be relocated by an amendment to the Declaration on application to the Association by the owners of those Units. If the owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty (30) days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the real locations and indicates the Association's consent but shall not be effective unless consented to by the holders of all Security Interests in the affected Units. The amendment shall be executed by those Unit Owners and contain words of conveyance between them.

B. Recording Amendments: The Association shall prepare and record surveys or plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

The applicants shall pay for the costs of preparation of the amendment and any related surveys or plans and for the recording thereof.

C. Subdivision: A Unit may not be subdivided into two (2) or more Units except pursuant to the Development Rights.

D. Exception for Exercise of Development Rights: This Article shall not apply to the exercise of any Development Right reserved herein.

**ARTICLE XV
AMENDMENTS TO DECLARATION**

A. General: Except for amendments contemplated by Section 47-206 and Section 47-237 of the Act (the provisions of which Sections shall govern), amendments pursuant to Article XIII and/or Article XIV of this Declaration and amendments by the Declarant in the exercise of the Development Rights and subject to the other provisions of this Declaration, including, but not limited to, Sections B and C of this Article XV, the Declaration, including the Surveys and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the Votes in the Association are allocated.

B. Unit Use or Occupancy/Qualifications of Occupants: The Declaration may be amended to prohibit or materially restrict the permitted uses or occupancy of a Unit or the number or other qualifications of persons who may occupy units provided that (i) the amendment is approved by vote or agreement of Unit Owners of Units to which at least eighty percent (80%) of the Votes in the Association are allocated and (ii) the amendment must provide reasonable protection for a use or occupancy that was permitted at the time the amendment is adopted.

C. Development Rights and Special Development Rights:

- (1) The Declaration may be amended to provide for an extension of the time in which the Development Rights may be exercised, to provide for the number of Units to be increased and to create new Development Rights or other Special Declarant Rights provided that (i) Persons entitled to cast at least eighty percent (80%) of the Votes in the Association, including eighty percent (80%) of the Votes not allocated to Units owned by the Declarant, agree to the amendment, (ii) the amendment identifies the Association or other Persons who hold any new rights that are created and (iii) notice of the amendment is delivered to all Persons holding Development Rights or Security Interests in those Development Rights. Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.
- (2) Such an amendment is effective thirty (30) days after it is recorded and notice is delivered to all Persons holding Development Rights or Security Interests in those Development Rights unless one of those Persons records a written objection within that thirty (30) day period, in which case the amendment is void unless all of those Persons consent in writing at the time the amendment is recorded, in which case the amendment is effective when recorded.

D. Special Approval Procedure for Certain Amendments: A proposed amendment that relates to the use of Units (as contemplated in Section B of this Article XV) or that extends or creates Development Rights (as contemplated in Section C of this Article XV) is deemed approved if either (i) Unit Owners of Units to which at least eighty percent (80%) of the Votes of the Association are allocated, no Unit Owner votes against the proposed amendment, and no written objection to the amendment is

received by the Association within thirty (30) days after the Association delivers notice of the proposed amendment to Unit Owners holding Votes in the Association that have not agreed or consented to the proposed amendment or (ii) if Unit Owners of Units to which at least eighty percent (80%) of the Votes of the Association are allocated vote for or agree to the proposed amendment but at least one Unit Owner objects to the proposed amendment, pursuant to an action brought by the Association in the Connecticut Superior Court against all objecting Unit Owners, the court finds that the objecting Unit Owner or Unit Owners do not have a unique minority interest, different in kind, from the interests of the other Unit Owners, that the voting requirement of this Declaration was intended to protect.

E. Limitation of Challenges: No action to challenge the validity of an amendment adopted by the Association pursuant to this section may be brought more than one (1) year after the amendment is recorded.

F. Recordation of Amendments: Every amendment to the Declaration shall be recorded in every town in which any portion of the Condominium is located and, except as provided in Section C of this Article XV, is effective only on recordation.

G. When Unanimous Consent Required: Except to the extent expressly permitted or required by other provisions of the Act and the Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

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

I. Consent of Holders of Security Rights: Amendments, except in connection with the exercise of Development Rights or Special Declarant Rights are subject to the consent requirements of Article XVIII.

ARTICLE XVI AMENDMENTS TO BYLAWS

The Bylaws may be amended only by Vote of two-thirds (2/3) of the members of the Executive Board, following notice and comment as provided in Section A of Article XXIV to all Unit Owners, at any meeting duly called for such purposes.

ARTICLE XVII TERMINATION

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

**ARTICLE XVIII
MORTGAGE PROTECTION**

A. Effect: This Article establishes certain standards and covenants which are for the benefit of the holders of certain Security Interests and others, as identified in Section B. This Article is supplemental to, and not in substitution for, any other provisions of the Declaration, but in the case of conflict, this Article shall control.

B. Definitions: As used in this Article, the following terms are defined:

- (1) **Eligible Mortgagee:** The holder of a first Security Interest on a Unit who has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall specify the Unit in which the holder has an interest and shall constitute a request that the Eligible Mortgagee be given notices and the benefit of other rights described in this Article.
- (2) **Eligible Insurer:** An insurer or guarantor of a first Security Interest in a Unit that has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest on a Unit. Such notice shall specify the Unit affected by the Security Interest and shall constitute a request that the Eligible Insurer be given the notices and other rights described in this Article.
- (3) Whenever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of Votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

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

- (1) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable.
- (2) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days.
- (3) Any lapse, cancellation, or material and modification of any insurance policy or fidelity bond maintained by the Association.
- (4) Any proposed action which would require the consent of Eligible Mortgagees as specified in Section D of this Article.

- (5) Any judgment rendered against the Association.

D. Prior Consent Required:

- (1) Document Changes: Except to the extent required for the exercise of any Special Declarant Right, no amendment of any "material provision" of this Declaration, the Bylaws, Rules and Regulations, or any related document by the Association or Unit Owners described in this Subsection D may be adopted without the approval in writing by at least fifty-one percent (51%) of the Eligible Mortgagees or such other percentage as shall be specified in this Subsection. "Material provisions" include, but are not limited to, provisions affecting any one or more of the following:
- (a) Assessments, assessment liens or subordination of assessment liens;
 - (b) Voting rights;
 - (c) Reserves for maintenance, repair and replacement of Common Elements;
 - (d) Responsibility for maintenance and repairs;
 - (e) Reallocation of Allocated Interests in the Common Elements or Limited Common Elements (as to which a 67% Eligible Mortgagee approval is required, except that where Limited Common Elements are reallocated by agreement of Unit Owners only the Unit Owners of the affected Units and Eligible Mortgagees holding Security Interest in such Units need approve the action);
 - (f) Rights to use Common Elements and Limited Common Elements;
 - (g) Boundaries of Units (except that when boundaries of only adjoining Units are involved, then only those Unit Owners and the Eligible Mortgagees with Security Interests on such Unit or Units must approve such action);
 - (h) Convertibility of Units into Common Elements or Common Elements into Units;
 - (i) Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
 - (j) Insurance or fidelity bonds;
 - (k) Leasing of Units;

(l) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(m) Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration;

(n) Termination of the Condominium after occurrence of substantial destruction or condemnation (as to which a 67% Eligible Mortgagee approval is required); and

(o) The benefits of mortgage holders, insurers or guarantors.

(2) Actions: Notwithstanding any lower requirement permitted by the Declaration or the Act, the Association may not by act or omission take or permit to occur any of the following actions without the written approval of at least fifty-one percent (51%) of the Eligible Mortgagees or such other percentage as shall be specified in this Subsection:

(a) Abandon, partition, subdivide, convey or encumber the Common Elements or any portion thereof (as to which an 80% Eligible Mortgagee approval is required) except for the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium.

(b) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;

(c) The restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration, By-laws, Rules and Regulations and related documents;

(d) Termination of the Condominium other than as a result of substantial destruction or condemnation of the Condominium (as to which a 67% Eligible Mortgagee approval is required);

(e) The alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;

(f) The merger of the Condominium with any other common interest community;

(g) The granting of any easements, leases, licenses or concessions through or over the Common Elements (excluding, however, any utility easements serving or to serve the Condominium and excluding any leases, licenses or concessions for no more than one year);

(h) The assignment of the future income of the Association, including its right to receive Common Expense assessments;

(i) Any action taken not to repair or replace the Property;

(j) The granting or delegation of powers to any master association;
and

(k) Use of hazard insurance proceeds for losses to the Property for other than repair, replacement, or reconstruction of the Property (as to which a 67% Eligible Mortgagee approval is required).

- (3) Collection of Common Expense Assessments: The Association may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Eligible Mortgagees.

E. Deemed Approval: Whenever the Act or this Declaration requires the consent or approval of an Eligible Mortgagee or other Person holding a Security Interest in a Unit as a condition to the effectiveness of any amendment to this Declaration, that consent or approval shall be deemed to have been granted if no written refusal to consent or approve is received by the Association within forty-five (45) days after the Association (i) delivers notice of the proposed amendment to the Eligible Mortgagee or other holder of a Security Interest or (ii) mails such a notice to the Eligible Mortgagee or other holder of a Security Interest by certified mail, return receipt requested. The Association may rely on the last-recorded Security Interest of record in delivering or mailing a notice to the holder of that Security Interest. An Eligible Mortgagee may not, without the consent of the Executive Board, impose any fee or require any payment as a condition of considering any consent or approval request or withhold its consent or approval conditioned on the payment of any fee or other amount.

F. Development Right or any Special Declarant Rights: Nothing herein shall require any consent by Person as a condition to the exercise of any Development Right or any Special Declarant Right.

G. Inspection of Books and Other Documents: The Association shall permit any Eligible Mortgagee and Eligible Insurer to inspect the books, records and financial statements of the Association and current copies of the Declaration, By-laws and Rules and Regulations during normal business hours.

H. Financial Statements: Upon request, the Association shall provide each Eligible Mortgagee and each Eligible Insurer with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant and the cost of the audit shall be a Common Expense.

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

J. Attendance at Meetings: Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

ARTICLE XIX COMMON EXPENSES; ASSESSMENTS; BUDGETS

A. Apportionment of Common Expenses: Except as provided in other Sections of this Article XIX, all Common Expenses shall be assessed against all Units in accordance with their respective percentage of the Common Expense liability. If Common Expense liability is reallocated, Common Expense assessments and installments thereof not yet due shall from and after such reallocation be recalculated in accordance with the reallocated Common Expense liabilities. No Unit Owner may exempt himself from liability for payment of the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which the assessments are made.

B. Common Expenses Attributable to Fewer than all Units:

- (1) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
- (2) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
- (3) Assessments to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (4) If any Common Expense is caused by the misconduct of any Unit Owner the Association may after notice and a hearing Pursuant to Section 8 of Article XXIV, assess that expense solely against his Unit.
- (5) Fees, charges, late charges, fines and interest charged against or other amounts due from a Unit Owner pursuant to this Declaration, the Bylaws, Rules and Regulations, and related documents, or the Act, are enforceable as Common Expense assessments.

C. Lien:

- (1) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to the Act are enforceable as assessments

under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

- (2) A lien under this Section is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of the Declaration, (b) a first or second Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent, and (c) liens for real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all Security Interests described in subdivision (b) of this Subsection to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section D of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce the lien on the Security Interest described in said subdivision (b). This subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association.
- (3) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for unpaid assessments under this Section is required.
- (4) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two (2) years after the full amount of the assessments becomes due; provided, that if an owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (5) This Section does not prohibit actions to recover sums for which Subsection C(1) above creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (6) A judgment or decree in any action brought under this Section shall include costs and reasonable attorneys' fees for the prevailing party.
- (7) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (8) If a holder of a first or second Security Interest on a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against the Unit which become due prior to the sale other than to the extent such assessments are prior to that Security Interest under Subsection C(2) of this Article. Any unpaid assessments not satisfied from the proceeds of sale are Common Expenses collectable

from all Unit Owners including such purchasers.

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

E. Ratification of Special Assessments: If the Executive Board votes to levy a special assessment in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit the special assessment to the Unit Owners for ratification in the same manner as a budget under Section D of this Article.

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

G. Monthly Payment of Common Expenses: All Common Expenses assessed under Sections A and B shall be due and payable monthly. If any monthly installment of Common Expenses is not paid within thirty (30) days of the date it is due the Association, at its option, may without notice to the delinquent Unit Owner declare all unpaid installments immediately due and payable.

H. Past Due Common Expense Payments: Any past true Common Expense assessment or installment thereof shall bear interest at the rate established by the Association but not to exceed eighteen (18) percent per annum. Further, the Association may impose a late charge of not more than Ten Dollars (\$10.00) for each monthly Common Expense Assessment that is not paid within ten (10) days after it is due.

I. Commencement of Common Expense Assessments: Common Expense assessments shall begin on the first day of the calendar month in which the first Unit is conveyed to a Unit Owner other than the Declarant.

ARTICLE XX RIGHT TO ASSIGN FUTURE INCOME

Upon an affirmative majority vote of the Unit Owners in attendance at a meeting at which a quorum is Present and subject to Article XVIII, the Association may assign its future income, including its right to receive Common Expense assessments.

**ARTICLE XXI
COMPLIANCE WITH DECLARATION AND BYLAWS**

A. Compliance with Instruments: All Unit Owners, tenants, mortgagees and occupants of Units shall comply with this Declaration, the Bylaws, Rules and Regulations, and all related documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of this Declaration, the Bylaws, Rules and Regulations, and all related documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

B. Adoption of Rules: The Executive Board may after notice and comment as provided in Section A of Article XXIV adopt Rules and Regulations regarding the use and occupancy of Units, Common Elements and Limited Common Elements pursuant to Section 47-244(b) of the Act.

**ARTICLE XXII
INSURANCE**

A. Maintaining Insurance: Commencing not later than the time of the first conveyance of a Unit to a Person other than a Declarant, the Association shall, to the extent it is reasonably available, obtain and maintain insurance as required by the Act and this Declaration or permitted under this Article the cost of which shall be a Common Expense.

B. Property Insurance: The Association shall maintain property insurance on the Common Elements and, to the extent reasonably available, the Units (but such insurance need not include improvements and betterments installed by Unit Owners) insuring against all risks of direct physical loss commonly insured against. The total amount of insurance before application of any deductible approved by any Eligible Mortgagee shall be not less than one hundred percent (100%) of the current replacement value, if required by any Eligible Mortgagee, and in any event, not less than the higher of eighty percent (80%) of the actual cash value of the Common Elements or an amount sufficient to avoid coinsurance under any applicable insurance policy, at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property insurance policies. Further, if it can be obtained the policy providing such insurance shall include a so-called "Agreed Amount" or "Inflation Guard Endorsement" or other endorsement providing similar protection and construction code endorsements whenever applicable construction code provisions would require changes to undamaged portions of the Property when only a portion thereof is damaged by an insured hazard.

The Association also shall maintain property insurance against all risk of direct physical loss commonly insured against in an amount equal to the actual cash value of Personal property and supplies of the Association.

Prior to obtaining the insurance required by this Section, and at least annually thereafter, the Executive Board shall take reasonable steps satisfactory to the insurance company to determine the replacement cost of the Common Elements or obtain an agreed amount endorsement.

C. Liability Insurance: The Association shall maintain liability insurance, including medical payments insurance, in an amount determined by the Executive Board but not less than One Million Dollars (\$1,000,000.00), single and combined limits, covering all occurrences commonly insured against for death, bodily injury and Property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

D. Other Provisions: Insurance policies carried pursuant to Sections B and C of this Article shall provide:

- (1) That the named insured is the Association for the use and benefit of the Unit Owners and that each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association;
- (2) That the insurer waives its right to subrogation under the policy against any Unit Owner or member of his household;
- (3) That no act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
- (4) That if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (5) The standard mortgagee clause, except that losses otherwise payable to mortgagees shall be paid as provided herein.
- (6) The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

E. Insurance not Reasonably Available: If the insurance described in Sections B and C of this Article is not reasonably available, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees.

F. Payment Of Insurance Proceeds: Any loss covered by the property insurance policy under Section B or the flood insurance, if any, under Section J of this Article shall be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the

Association, and not to any holder of a Security Interest (except as it may be acting as insurance trustee). The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Article XXIII, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Condominium either has been completely repaired or restored, or is terminated.

G. Unit Owner Policies: An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his own benefit.

H. Worker's Compensation Insurance: The Executive Board shall obtain and maintain Worker's Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

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

J. Flood Insurance: If any part of the Property is located in an area designated by the appropriate federal agency as a "special flood hazard" area the Association shall obtain and maintain a policy of flood insurance covering the buildings and all other insurable property located within the special flood hazard area(s). Such coverage shall be in minimum amount equal to the smaller of (1) one hundred percent (100%) of the current replacement cost (as at the inception of the policy and renewal dates thereof) of all buildings and other insurable property located in the special flood hazard area(s) or (2) the maximum coverage available for the property under the National Flood Insurance Program. The flood insurance policy shall meet the requirements of Subsections (1), (5) and (6) of Section D of this Article.

K. Fidelity Coverage: The Association shall obtain and maintain in full force and effect fidelity bonds for or insurance coverage against dishonest acts with respect to anyone who either handles or is responsible for funds held or administered by the Association, whether or not such person is compensated, in an amount equal to the greater of the maximum funds in the custody of the Association and management agency, if any, or one and one-half times the annual Common Expense assessments plus the amount of the Association reserve funds. The Association shall be the obligee of each fidelity bond or the insured under any insurance policy. Each fidelity bond or insurance policy shall provide for at least thirty (30) days' notice to the Association and each holder of a Security Interest in a Unit before the bond or policy can be canceled or substantially modified other than by reason of non-payment of premiums and at least ten (10) days notice for non-payment of premiums.

L. Other Insurance: The Executive Board is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate.

M. Insurance Certificate: An insurer that has issued an insurance policy to the Association shall issue certificates or memoranda of insurance to the Association and, on written request, to any Unit Owner or holder of a Security Interest.

**ARTICLE XXIII
DAMAGE TO OR DESTRUCTION OF COMMON INTEREST COMMUNITY**

A. Duty to Repair or Restore: Any portion of the Condominium for which insurance is required under Article XXII which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (1) the Condominium is terminated, in which case Section 47-237 of the Act shall apply; (2) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (3) eighty percent (80%) of Unit Owners, including every Owner of a Unit or allocated Limited Common Element that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. Such repair or restoration shall be in accordance with the original plans and specifications for the Condominium or other plans and specifications that have been approved by fifty-one percent (51%) of Eligible Mortgagees.

B. Distribution of Insurance Proceeds: If the entire Condominium is not repaired or replaced, (1) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium, and (2) except to the extent that other persons will be distributees, (A) the insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lien holders on such Units, as their interests may appear, and (B) the remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units.

C. Determination not to Repair or Restore: If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests shall automatically be reallocated on such vote as if the Unit had been condemned under Section 47-206(a) of the Act and the Association shall prepare, execute and record an amendment to the Declaration reflecting the real locations.

D. Certificates by the Executive Board: A trustee, if one is appointed under the provisions of Section F of Article XXII, may rely on the following certifications in writing made by the Executive Board:

- (a) whether or not the damaged or destroyed Condominium is to be repaired or restored;
- (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

E. Certificates by Attorneys: If payments are to be made to Unit Owners or mortgagees, the Executive Board, and the trustee, if any, shall obtain and may rely on

an attorney's certificate of title or a title insurance policy based on a search of the land records of every Town in which any part of the Condominium is located from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

**ARTICLE XXIV
RIGHTS TO NOTICE AND COMMENT;
NOTICE AND HEARING**

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

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

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

**ARTICLE XXV
OPEN MEETINGS**

A. Access: All meetings of the Executive Board, at which action is to be taken by vote at such meeting shall be open to the Unit Owners, except as hereafter

provided. Minutes of meetings of the Executive Board shall be available within fifteen (15) days after any such meeting for inspection by Unit Owners during normal business hours of a reasonably convenient location.

B. Notice: Notice of every such meeting shall be given not less than twenty-four (24) hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the Condominium, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

C. Executive Sessions: Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners, but only if either:

- (a) No action is taken at the executive session requiring the affirmative vote of Directors; or
- (b) The action taken at the executive session involves personnel, pending litigation, or enforcement actions.

ARTICLE XXVI EXECUTIVE BOARD LIMITATIONS

The Executive Board may not act on behalf of the Association to amend the Declaration, to terminate the Condominium or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion or any term to the extent permitted in the Bylaws.

ARTICLE XXVII MISCELLANEOUS

A. Captions: The captions contained in this Declaration, the Bylaws, Rules and Regulations, and any related document are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of any such document nor the intent of any provision thereof.

B. Gender: The use of the masculine gender includes reference to the feminine and neuter genders and the use of the singular includes reference to the plural, and vice versa, whenever the context of this Declaration, the Bylaws, Rules and Regulations, or any related document so requires.

C. Waiver: No provision contained in this Declaration, the Bylaws, Rules and Regulations, or any related document is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

D. Invalidity: The invalidity of any provision of this Declaration, the Bylaws, Rules and Regulations, or any related document does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of

the other provisions of this Declaration, the Bylaws, Rules and Regulations, or any related document shall continue in full force and effect.

E. Conflict: This Declaration, the Bylaws, Rules and Regulations, or any related document are intended to comply with the requirements of the Act and Chapter 600 of the Connecticut General Statutes. In the event of any conflict between this Declaration, the Bylaws, Rules and Regulations, or any related document and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration, the Bylaws, Rules and Regulations, or any related document, this Declaration shall control.

I. Execution of Documents: The president or secretary of the Association are responsible for preparing, executing, filing and recording amendments to this Declaration, the Bylaws, Rules and Regulations. or any related document.

G. Rights of Action: Subject to the limitations set forth herein and any other limitations imposed by the Act or the provisions of other applicable laws, the Association and any aggrieved Unit Owner shall have the right to an action, at law or in equity, against Unit Owners for failure to comply with the provisions of the Declaration, Bylaws and Rules or against the Association in connection with decisions of the Association made pursuant to the authority granted to it thereunder.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 5th day of March, 1997.

Signed, Sealed and Delivered
in the presence of:

Edward S. Hill
Edward S. Hill
Anthony J. Pisani
Anthony J. Pisani

OLD FIELD, INC.

By Maureen L. Morrill
Maureen L. Morrill
Its President

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN)

SS: *Scutbury*

On this the 5th day of March, 1997, before me the undersigned officer, personally appeared Maureen L. Morrill who acknowledged herself to be the President of Old Field, Inc., a Connecticut corporation, and that she as such officer, being authorized so to do, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by herself as such officer as her free act and deed and that of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand.



Edward S. Hill
Commissioner of the Superior Court
~~Notary Public~~

**EXHIBIT A
TO
DECLARATION OF OLD FIELD**

Description of Property

All those certain pieces or parcels of land located in the Town of Southbury, County of New Haven and State of Connecticut shown as on a map entitled "SURVEY OF OLD FIELD, Main Street North, Southbury, Connecticut, Scale: 1"= 60', June 19, 1996, as revised 12/10/96, 1/16/97 and 2/21/97" by Michael J. Riordan, Licensed Land Surveyor, Riordan Surveying, Woodbury, CT to be filed on the Southbury Land Records simultaneously herewith. Said pieces or parcels of land are more particularly bounded and described as follows:

FIRST PIECE (Area 986,963 sq. ft. or 22.6576 acres):

Commencing at a C.H.D. monument at the intersection of Main Street North and Old Field Hill, marking the Northeasterly corner of the premises described herein;

THENCE: along the westerly line of Main Street North, South 18° 54' 30" West 568.600 feet following the line of a stone wall to a C.H.D. monument, and South 18° 26' 30" West 449.400 feet to a point marking the Southeasterly corner of the premises described herein;

THENCE: along the northerly line of land now or formerly of Baskin-Robbins Eastern Corp., North 73° 29' 11" West 286.450 feet along the line of a point, North 73° 38' 29" West 179.750 feet to a point, North 74° 27' 26" West 150.980 feet in part along the lines of a stone wall and wire fence, North 73° 17' 23" West 221.370 feet following the lines of a stone wall and wire fence to a point, North 74° 13' 37" West 36.190 feet to a concrete monument, North 30° 50' 10" West 40.620 feet to a point, North 42° 12' 38" West 13.210 feet to a point, South 79° 51' 27" West 14.170 feet to a point, North 17° 19' 53" West 27.800 feet to a point, North 00° 45' 16" East 57.810 feet to a point, North 06° 37' 54" West 31.070 feet to a point, North 22° 18' 44" West 22.710 feet to a point, North 16° 44' 24" West 19.270 feet to a point, and along the Area in Question, North 19° 21' 57" West 155.650 feet to a point;

THENCE: along the Easterly line of Old Field Road following the line of a wire fence North 18° 17' 57" East 41.653 feet to a point, North 46° 19' 36" East 235.180 feet to a point, North 45° 08' 21" East 73.030 feet to a point, North 42° 17' 20" East 40.360 feet to a point, North 38°

43' 14" East 51.380 feet to a point, North 35° 41' 14" East 192.640 feet to a point, North 38° 28' 11" East 51.940 feet to a point, and North 45° 22' 13" East 30.860 feet to a point;

THENCE: along the Southerly and Easterly lines of land now or formerly of the Town of Southbury and known as White Oak Cemetery, South 53° 13' 46" East 242.760 feet to a point and North 36° 48' 50" East 310.110 feet along the line of stone wall to a point on the Southerly line of Old Field Hill;

THENCE: along said Southerly line of Old Field Hill South 60° 03' 35" East 155.72 feet to a point and South 58° 04' 27" East 365.135 feet to a point and place of beginning.

SECOND PIECE (Area in Question 5.547 sq. ft.):

Commencing at a point on the Easterly line of Old Field Road, marking the Northerly corner of the premises described herein;

THENCE: along the Easterly line of the First Piece described herein South 19° 21' 57" East 155.650 feet to a point, and South 16° 44' 24" East 19.270 feet to a point marking the Southerly corner of the piece described herein;

THENCE: along the Northerly line of land now or formerly of Baskin-Robbins Eastern Corp. North 33° 57' 12" West 15.810 feet to a point, North 75° 44' 57" West 43.290 feet to a point and North 83° 24' 53" West 28.240 feet to a point;

THENCE: along the Easterly line of Old Field Road, North 07° 24' 33" East 116.700 feet to a point and North 16° 22' 26" East 23.515 feet to a point and place of beginning.

Said property is subject to the following:

1. Any and all provisions of any ordinance, municipal regulation or public or private law, inclusive of zoning, inland wetlands, building and planning laws, rules and regulations as established in and for the Town of Southbury.
2. Taxes on the List of October 1, 1995 and all subsequent taxes and assessments.
3. Notes as set forth on the map referred to above.
4. Maintenance Agreement by and between Old Field Associates and the Water Pollution Control Authority of the Town of Southbury dated September 28, 1989

and recorded in Volume 260 and Page 1190 of the Southbury Land Records as amended by Amendment to Maintenance Agreement by and between Old Field Associates and the Water Pollution Control Authority of the Town of Southbury dated August 27, 1992 and recorded in Volume 262 at Page 495 of the Southbury Land Records.

5. Electric Distribution Easement from Old Field, Inc. to The Connecticut Light and Power Company dated November 5, 1996 and recorded in Volume 313 at Page 934 of the Southbury Land Records.
6. Gas Distribution Easement from Old Field, Inc. to Yankee Gas Services Company dated November 26, 1996 and recorded in Volume 313 at Page 406 of the Southbury Land Records.
7. Construction and Distribution Easement from Old Field, Inc. to Yankee Gas Services Company dated November 26, 1996 and recorded in Volume 314 at Page 735 of the Southbury Land Records.

**EXHIBIT B
TO
DECLARATION OF OLD FIELD
ALLOCATED INTERESTS**

<u>Building</u>	<u>Unit</u>	<u>Percentage Interest in Common Elements</u>	<u>Percentage Liability for Common Expenses</u>	<u>Vote</u>
	B	40.4%	40.4%	.404
1	1-E	59.6%	59.6%	.596

EXHIBIT C
TO
DECLARATION OF OLD FIELD

WASTEWATER DISCHARGE DESIGN LIMITATION AMOUNTS

<u>Building</u>	<u>Unit</u>	<u>Number of Bedrooms</u>	<u>Design Limitation Amount</u> <u>(gallons per day)</u>
1	B	3	450
	1-E	2	300

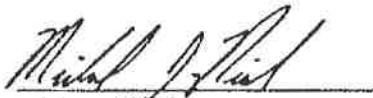
SURVEYOR'S CERTIFICATE

RE: OLD FIELD, SOUTHBURY, CONNECTICUT

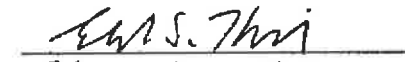
The undersigned hereby certifies as follows:


1. That the undersigned is a registered Land Surveyor certified by the State of Connecticut under State of Connecticut, Registration Number 14666.
2. That this certification is made pursuant to the provisions of Section 47-220(b) of the Connecticut Common Interest Ownership Act, as amended.
3. That the undersigned does not have any legal or equitable interest in the Condominium.
4. That to the best of the knowledge, information and belief of the undersigned, all structural components of Buildings as shown on the building plans entitled "Building Plans, Unit B", Date: 2/24/97," Sheets 1 through 4, inclusive and "Unit E, Building 1", Date: 2/24/97, Sheets 1 through 5, inclusive, Old Field, Main Street North, Southbury, Connecticut, by Riordan Land Surveying, 701 Middleroad Turnpike, Woodbury, Connecticut that contains or comprises any units created by the Declaration of Old Field to which this Certificate is appended are substantially completed in accordance with said building plans which are to be filed with said Declaration.

Dated: February 24, 1997


Michael Riordan
Registered Surveyor
Reg. No. 14666

Subscribed and sworn to before me this 5th day of March, 1997.


Edward S. Hill
Notary Public
My Commission Expires—
Commissioner of the
Superior Court

Received For Record 3/6/97
at 10:35 o'clock P and
Recorded in Southbury Land Records
Vol 316 Page 866-866 by
 Clerk

**AMENDMENT TO DECLARATION
OF
OLD FIELD**

(Exercise of Development Rights)

Whereas, Old Field, Inc., a Connecticut corporation with an office and principal place of business at 457 Main Street North, Southbury, Connecticut (the "Declarant"), has established a Condominium in the Town of Southbury, County of New Haven and State of Connecticut known as "Old Field" pursuant to the Declaration of Old Field made by the Declarant dated March 5, 1997 and recorded in Volume 316 at Page 830 of the Southbury Land Records (the "Declaration"); and

Whereas, Declarant has reserved development rights and special declarant rights in Article VII of the Declaration and now wishes to partially exercise such rights for the purpose of adding to the Condominium (a) the Units contained in Building 4 as shown on the survey being filed simultaneously with this Amendment entitled "SURVEY OF OLD FIELD, Main Street North, Southbury, Connecticut, Scale: 1"= 60', June 19, 1996, as revised 12/10/96, 1/16/97, 2/21/97 and 4/2/97" by Michael J. Riordan, Licensed Land Surveyor, Riordan Surveying, Woodbury, CT ("Survey Update 1") and as depicted in the Building Plans also being filed simultaneously with this Amendment entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Date: March 25, 1997, Unit 'D' Bldg.4, Unit 'E' Bldg.4 and Unit 'F' Bldg.4" by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT ("Building Plans Update 1") and (b) related Common Elements and Limited Common Elements.

Now Therefore, Declarant does hereby agree and declare that the Declaration is hereby amended as follows:

1. The three (3) Units located in Building 4 as shown on Survey Update 1 and Building Plans Update 1 (the "Added Units") are hereby added to the Condominium and shall comprise Units therein so that the Condominium shall now consist of five (5) Units. The Added Units are identified by building number and letter(s) as set forth on Survey Update 1 and Building Plans Update 1. The boundaries of the Added Units are shown on Survey Update 1 and Building Plans Update 1 and shall be as described in Section B of Article IV of the Declaration.

2. All portions of Building 4 and the related improvements other than the Added Units are and shall be Common Elements and portions of such Common Elements are and shall be Limited Common Elements allocated to the Added Units as shown on Survey Update 1 and Building Plans Update 1 and as set forth in Article V of the Declaration.

3. The Allocated Interests of the previously created Units and the Added Units are hereby reallocated as provided in Article IX of the Declaration and shall be as set forth in the Revised Exhibit B to the Declaration attached hereto and made a part hereof. All

references in the Declaration to Exhibit B shall hereafter mean and refer to said Revised Exhibit B that is attached hereto and made a part hereof.

4. Waste water discharges from the respective previously created Units and the Added Units shall not exceed the Design Limitation Amounts specified for the respective Units as set forth on Revised Exhibit C to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit C shall mean and refer to said Revised Exhibit C that is attached hereto and made a part hereof.

5. The definition of "Survey" in the Declaration shall hereafter also include Survey Update 1. The definition of "Plans" in the Declaration shall hereafter also include Building Plans Update 1.

6. Except as herein noted, the definitions of words and terms as defined in the Declaration apply to those words and terms as used herein.

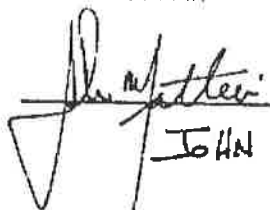
7. The certificate of completion with respect to the Added Units required under §47-220(b) of the Connecticut General Statutes, as amended, is attached hereto and made a part hereof.

In Witness Whereof, Declarant has caused this Amendment to be executed this 11th day of April, 1997.

Signed, sealed and delivered in the presence of:



Edward S. Hill



JOHN MATTEO

Old Field, Inc.

By: 

Maureen L. Morrill
Its President

STATE OF CONNECTICUT)

) SS: *Sontheim*
COUNTY OF NEW HAVEN)

On this the 11th day of April, 1997, before me the undersigned officer, personally appeared Maureen L. Morrill who acknowledged herself to be the President of Old Field, Inc., a Connecticut corporation, and that she as such officer, being authorized so to do, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by herself as such officer as her free act and deed and that of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand.



Edward S. Hill
Commissioner of the Superior Court

REVISED EXHIBIT B
TO
DECLARATION OF OLD FIELD
ALLOCATED INTERESTS

Building	Unit	Percentage Interest in Common Elements	Percentage Liability for Common Expenses	Vote
	B	19.50%	19.50%	0.1950
1	1-E	19.90%	19.90%	0.1990
4	4-D	22.00%	22.00%	0.2200
4	4-E	20.40%	20.40%	0.2040
4	4-F	18.20%	18.20%	0.1820

REVISED EXHIBIT C
TO
DECLARATION OF OLD FIELD

WASTEWATER DISCHARGE DESIGN LIMITATION AMOUNTS

Building	Unit	Number of Bedrooms	Design Limitation Amount (gallons per day)
	B	3	450
1	1-E	2	300
4	4-D	2	300
4	4-E	2	300
4	4-F	2	300

SURVEYOR'S CERTIFICATE

RE: OLD FIELD, SOUTHBURY, CONNECTICUT

The undersigned hereby certifies as follows:

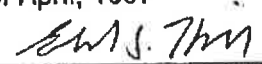
1. That the undersigned is a licensed Land Surveyor licensed by the State of Connecticut under registration number 14666.
2. That this certificate is made pursuant to the provisions of Section 47-220(b) of the Connecticut Common Interest Ownership Act, as amended.
3. That the undersigned does not have any legal or equitable interest in the Condominium.
4. That to the best of the knowledge, information and belief of the undersigned, all structural components of Buildings as shown on the building plans entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Date: March 25, 1997. Unit 'D' Bldg.4, Unit 'E' Bldg.4 and Unit 'F' Bldg.4" by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT that contains or comprises any units created by the Amendment to Declaration of Old Field to which this Certificate is appended are substantially completed in accordance with said building plans which are to be filed with said Declaration.
5. That said building plans include all of the information required by Section 47-228(d) of the Connecticut General Statutes, as amended.

Dated: April 11th, 1997

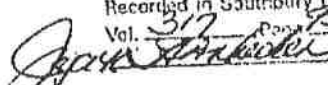


Michael J. Riordan,
Licensed Land Surveyor
Reg. No. 14666

Subscribed and sworn to before me this 11th day of April, 1997



Edward S. Hill
Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

Received for Record 4/11/97
at 10:37 o'clock A.M. and
Recorded in Southbury Land Records
Vol. 317 Page 950-5 by
 Town Clerk

**SECOND
AMENDMENT TO DECLARATION
OF
OLD FIELD
(Exercise of Development Rights)**

Whereas, Old Field, Inc., a Connecticut corporation with an office and principal place of business at 457 Main Street North, Southbury, Connecticut (the "Declarant"), has established a Condominium in the Town of Southbury, County of New Haven and State of Connecticut known as "Old Field" pursuant to the Declaration of Old Field made by the Declarant dated March 5, 1997 and recorded in Volume 316 at Page 830 of the Southbury Land Records (the "Declaration"); and

Whereas, Declarant has reserved development rights and special declarant rights in Article VII of the Declaration and now wishes to partially exercise such rights for the purpose of adding to the Condominium (a) Unit 2-BR contained in Building 2 and Unit 3-C in Building 3, each as shown on the survey being filed simultaneously with this Amendment entitled "SURVEY OF OLD FIELD, Main Street North, Southbury, Connecticut, Scale: 1"= 60', June 19, 1996, as revised 12/10/96, 1/16/97, 2/21/97, 4/2/97 and 5/17/97" by Michael J. Riordan, Licensed Land Surveyor, Riordan Surveying, Woodbury, CT ("Survey Update 2") and as depicted in the Building Plans also being filed simultaneously with this Amendment entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Date: May 20, 1997, UNIT 'BR' BLDG. 2" by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT and "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Date: May 20, 1997, UNIT 'C' BLDG. 3" by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT (together, "Building Plans Update 2") and (b) related Common Elements and Limited Common Elements

Now Therefore, Declarant does hereby agree and declare that the Declaration is hereby amended as follows:

1. The Unit 2-BR in Building 2 and Unit 3-C in Building 3, each as shown on Survey Update 2 and Building Plans Update 2, (the "Added Units") are hereby added to the Condominium and shall comprise Units therein so that the Condominium shall now consist of seven (7) Units. The Added Units are identified by building number and letter(s) as set forth on Survey Update 2 and Building Plans Update 2. The boundaries of the Added Units are shown on Survey Update 2 and Building Plans Update 2 and shall be as described in Section B of Article IV of the Declaration.

2. Portions of Buildings 2 and 3 that abut or serve the Added Units shall be Limited Common Elements allocated to the Added Units as shown on Survey Update 2 and Building Plans Update 2 as and to the extent set forth in Article V of the Declaration.

3. The Allocated Interests of the previously created Units and the Added Units are hereby reallocated as provided in Article IX of the Declaration and shall be as set forth in the Revised Exhibit B to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit B shall hereafter mean and refer to said Revised Exhibit B that is attached hereto and made a part hereof.

4. Waste water discharges from the respective previously created Units and the Added Units shall not exceed the Design Limitation Amounts specified for the respective Units as set forth on Revised Exhibit C to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit C shall mean and refer to said Revised Exhibit C that is attached hereto and made a part hereof.

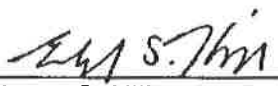
5. The definition of "Survey" in the Declaration shall hereafter also include Survey Update 2. The definition of "Plans" in the Declaration shall hereafter also include Building Plans Update 2.

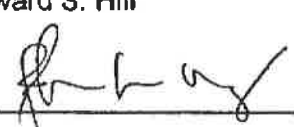
6. Except as herein noted, the definitions of words and terms as defined in the Declaration apply to those words and terms as used herein.

7. The certificates of completion with respect to the Added Units required under §47-220(b) of the Connecticut General Statutes, as amended, are attached hereto and made a part hereof.

In Witness Whereof, Declarant has caused this Amendment to be executed this 28th day of May, 1997.

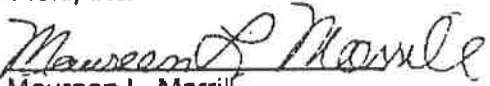
Signed, sealed and delivered in the presence of:



Edward S. Hill


John M. Micone

Old Field, Inc.

By: 

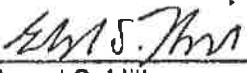
Maureen L. McNeill
Its President

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN)

SS: Southbury

On this the 28th day of May, 1997, before me the undersigned officer, personally appeared Maureen L. Morrill who acknowledged herself to be the President of Old Field, Inc., a Connecticut corporation, and that she as such officer, being authorized so to do, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by herself as such officer as her free act and deed and that of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand.



Edward S. Hill
Commissioner of the Superior Court

REVISED EXHIBIT B
TO
DECLARATION OF OLD FIELD

ALLOCATED INTERESTS

Building	Unit	Percentage Interest in Common Elements	Percentage Liability for Common Expenses	Vote
	B	15.12%	15.12%	0.1512
1	1-E	15.40%	15.40%	0.1540
2	2-BR	9.10%	9.10%	0.0910
3	3-C	13.49%	13.49%	0.1349
4	4-D	17.02%	17.02%	0.1702
4	4-E	15.82%	15.82%	0.1582
4	4-F	14.04%	14.04%	0.1404

REVISED EXHIBIT C
TO
DECLARATION OF OLD FIELD

WASTEWATER DISCHARGE DESIGN LIMITATION AMOUNTS

Building	Unit	Number of Bedrooms	Design Limitation Amount (gallons per day)
	B	3	450
1	1-E	2	300
2	2-BR	2	300
3	3-C	2	300
4	4-D	2	300
4	4-E	2	300
4	4-F	2	300

SURVEYOR'S CERTIFICATE

RE: OLD FIELD, SOUTHBURY, CONNECTICUT

The undersigned hereby certifies as follows:

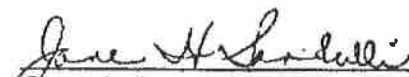
1. That the undersigned is a licensed Land Surveyor licensed by the State of Connecticut under registration number 14666.
2. That this certificate is made pursuant to the provisions of Section 47-220(b) of the Connecticut Common Interest Ownership Act, as amended.
3. That the undersigned does not have any legal or equitable interest in the Condominium.
4. That to the best of the knowledge, information and belief of the undersigned, all structural components of Buildings as shown on the building plans entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Date: MAY 20, 1997, UNIT C, BLDG. 3" by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT that contains or comprises any units created by the Amendment to Declaration of Old Field to which this Certificate is appended are substantially completed in accordance with said building plans which are to be filed with said Declaration.
5. That said building plans include all of the information required by Section 47-228(d) of the Connecticut General Statutes, as amended.

Dated: May 20, 1997



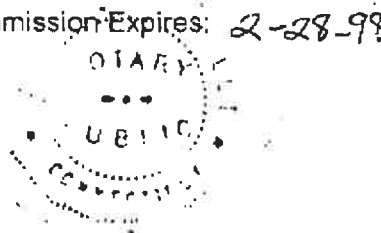
Michael J. Riordan,
Licensed Land Surveyor
Reg. No. 14666

Subscribed and sworn to before me this 20 day of May, 1997



Commissioner of the Superior Court
Notary Public

My Commission Expires: 2-28-98



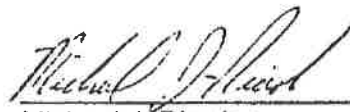
SURVEYOR'S CERTIFICATE

RE: OLD FIELD, SOUTHBURY, CONNECTICUT

The undersigned hereby certifies as follows:

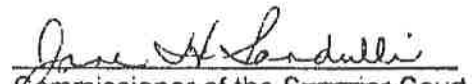
1. That the undersigned is a licensed Land Surveyor licensed by the State of Connecticut under registration number 14666.
2. That this certificate is made pursuant to the provisions of Section 47-220(b) of the Connecticut Common Interest Ownership Act, as amended.
3. That the undersigned does not have any legal or equitable interest in the Condominium.
4. That to the best of the knowledge, information and belief of the undersigned, all structural components of Buildings as shown on the building plans entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Date: MAY 20 1997 UNIT B.R. BLDG. 2" by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT that contains or comprises any units created by the Amendment to Declaration of Old Field to which this Certificate is appended are substantially completed in accordance with said building plans which are to be filed with said Declaration.
5. That said building plans include all of the information required by Section 47-228(d) of the Connecticut General Statutes, as amended.

Dated: May 20, 1997



Michael J. Riordan,
Licensed Land Surveyor
Reg. No. 14666

Subscribed and sworn to before me this 20th day of May, 1997



~~Commissioner of the Superior Court~~
Notary Public

My Commission Expires: 2-28-98

HART-634779-1
Recorded on Record 5/29/97
at 9:04 o'clock AM and
Recorded in Southbury Land Records
Vol. 319 Page 1017-1023 by
Michael J. Riordan Town Clerk



**THIRD
AMENDMENT TO DECLARATION
OF
OLD FIELD
(Exercise of Development Rights)**

Whereas, Old Field, Inc., a Connecticut corporation with an office and principal place of business at 457 Main Street North, Southbury, Connecticut (the "Declarant"), has established a Condominium in the Town of Southbury, County of New Haven and State of Connecticut known as "Old Field" pursuant to the Declaration of Old Field made by the Declarant dated March 5, 1997 and recorded in Volume 316 at Page 830 of the Southbury Land Records (the "Declaration"); and

Whereas, Declarant has reserved development rights and special declarant rights in Article VIII of the Declaration and now wishes to partially exercise such rights for the purpose of adding to the Condominium Unit A as shown on the survey being filed simultaneously with this Amendment entitled "SURVEY OF OLD FIELD, Main Street North, Southbury, Connecticut, Scale: 1"= 60', June 19, 1996, as revised 12/10/96, 1/16/97, 2/21/97, 4/2/97, 5/17/97 and 6/18/97" by Michael J. Riordan, Licensed Land Surveyor, Riordan Surveying, Woodbury, CT ("Survey Update 3") and as depicted in the Building Plans also being filed simultaneously with this Amendment entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, UNIT 'A' (Existing House), Date: April 7, 1997" by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, (together, "Building Plans Update 3) and (b) related Common Elements and Limited Common Elements.

Now Therefore, Declarant does hereby agree and declare that the Declaration is hereby amended as follows:

1. The Unit A in Building A as shown on Survey Update 3 and Building Plans Update 3, (the "Added Unit") is hereby added to the Condominium and shall comprise a Unit therein so that the Condominium shall now consist of eight (8) Units. The Added Unit is identified by letter as set forth on Survey Update 3 and Building Plans Update 3. The boundaries of the Added Unit is shown on Survey Update 3 and Building Plans Update 3 and shall be as described in Section B of Article IV of the Declaration.
2. The area shown on Survey Update 3 as "Privacy Yard - Unit A" is allocated as a Limited Common Element to Unit A.
3. Declarant specifically and expressly reserves to itself and its successors and assigns the Development Right as to Unit A reserved in Subsection A(1) of Article VIII of the Declaration to "construct additions to and/or expand Building A and/or to reconfigure or revise the interior partitions and layout thereof and the right to subdivide Unit A in Building A into two (2) Units and within Building A to create Common

Elements, Limited Common Elements and to allocate the Limited Common Elements so created to or between the Unit(s) in Building A "

3. The Allocated Interests of the previously created Units and the Added Unit are hereby reallocated as provided in Article IX of the Declaration and shall be as set forth in the Revised Exhibit B to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit B shall hereafter mean and refer to said Revised Exhibit B that is attached hereto and made a part hereof.

4. Waste water discharges from the respective previously created Units and the Added Units shall not exceed the Design Limitation Amounts specified for the respective Units as set forth on Revised Exhibit C to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit C shall mean and refer to said Revised Exhibit C that is attached hereto and made a part hereof.

5. The definition of "Survey" in the Declaration shall hereafter also include Survey Update 3. The definition of "Plans" in the Declaration shall hereafter also include Building Plans Update 3.

6. Except as herein noted, the definitions of words and terms as defined in the Declaration apply to those words and terms as used herein.

7. The certificate of completion with respect to the Added Unit required under §47-220(b) of the Connecticut General Statutes, as amended, is attached hereto and made a part hereof.

In Witness Whereof, Declarant has caused this Amendment to be executed this 22nd day of June, 1997.

Signed, sealed and delivered in the presence of:

Edward S. Hill
Edward S. Hill

Jeanette Kapine
Jeanette Kapine

Old Field, Inc.

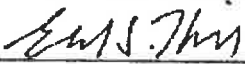
By: Maureen L. Morrill
Maureen L. Morrill
Its President

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN)

SS: Southbury

On this the 22nd day of June, 1997, before me the undersigned officer, personally appeared Maureen L. Morrill who acknowledged herself to be the President of Old Field, Inc., a Connecticut corporation, and that she as such officer, being authorized so to do, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by herself as such officer as her free act and deed and that of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand.



Edward S. Hill
Commissioner of the Superior Court

REVISED EXHIBIT C
TO
DECLARATION OF OLD FIELD

WASTEWATER DISCHARGE DESIGN LIMITATION AMOUNTS

Building	Unit	Number of Bedrooms	Design Limitation Amount (gallons per day)
A	A	4	600
	B	3	450
1	1-E	2	300
2	2-BR	2	300
3	3-C	2	300
4	4-D	2	300
4	4-E	2	300
4	4-F	2	300

REVISED EXHIBIT B
TO
DECLARATION OF OLD FIELD

ALLOCATED INTERESTS

Building	Unit	Percentage Interest in Common Elements	Percentage Liability for Common Expenses	Vote
A	A	15.40%	15.40%	0.1540
	B	12.79%	12.79%	0.1279
1	1-E	13.03%	13.03%	0.1303
2	2-BR	7.70%	7.70%	0.0770
3	3-C	11.42%	11.42%	0.1142
4	4-D	14.40%	14.40%	0.1440
4	4-E	13.38%	13.38%	0.1338
4	4-F	11.88%	11.88%	0.1188

Received For Record 6/24/97
 at _____ o'clock _____ and
 Recorded in Southbury Land Records
 Vol. 320 Page _____ by
[Signature] Town Clerk

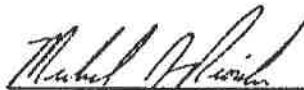
SURVEYOR'S CERTIFICATE

RE: OLD FIELD, SOUTHBURY, CONNECTICUT

The undersigned hereby certifies as follows:

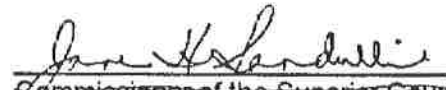
1. That the undersigned is a licensed Land Surveyor licensed by the State of Connecticut under registration number 14666.
2. That this certificate is made pursuant to the provisions of Section 47-220(b) of the Connecticut Common Interest Ownership Act, as amended.
3. That the undersigned does not have any legal or equitable interest in the Condominium.
4. That to the best of the knowledge, information and belief of the undersigned, all structural components of the building shown as Unit A on the building plans entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'A' (Existing House) Date: April 7, 1997" by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT that contains or comprises any units created by the Amendment to Declaration of Old Field to which this Certificate is appended are substantially completed in accordance with said building plans which are to be filed with said Declaration.
5. That said building plans include all of the information required by Section 47-228(d) of the Connecticut General Statutes, as amended.

Dated: June 18, 1997



Michael J. Riordan,
Licensed Land Surveyor
Reg. No. 14666

Subscribed and sworn to before me this 18th day of June, 1997



Commissioner of the Superior Court
Notary Public
My Commission Expires: 2-28-98

Received for Record 6/24/97
at 3:30 o'clock PM and
Recorded in Southbury Land Records
Vol. 320 Page 1062 by
Michael J. Riordan Town Clerk



**FOURTH
AMENDMENT TO DECLARATION
OF
OLD FIELD
(Exercise of Development Rights)**

Whereas, Old Field, Inc., a Connecticut corporation with an office and principal place of business at 457 Main Street North, Southbury, Connecticut (the "Declarant"), has established a Condominium in the Town of Southbury, County of New Haven and State of Connecticut known as "Old Field" pursuant to the Declaration of Old Field made by the Declarant dated March 5, 1997 and recorded in Volume 316 at Page 230 of the Southbury Land Records (the "Declaration"); and

Whereas, Declarant has reserved development rights and special declarant rights in Article VIII of the Declaration and now wishes to partially exercise such rights for the purpose of adding to the Condominium Unit 2-A contained in Building as shown on the survey on file in the Southbury Town Clerk's Office entitled "SURVEY OF OLD FIELD, Main Street North, Southbury, Connecticut, Scale: 1"= 60', June 19, 1996, as revised 12/10/96, 1/16/97, 2/21/97, 4/2/97, 5/17/97 and 6/18/97" by Michael J. Riordan, Licensed Land Surveyor, Riordan Surveying, Woodbury, CT (the "Survey") and as depicted in the Building Plans also being filed simultaneously with this Amendment entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Date: July 28, 1997, UNIT 'A' BLDG. 2" by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT ("Building Plans Update 4") and (b) related Common Elements and Limited Common Elements.

Now Therefore, Declarant does hereby agree and declare that the Declaration is hereby amended as follows:

- 1. The Unit 2-A in Building 2 as shown on the Survey and Building Plans Update 4, (the "Added Unit") is hereby added to the Condominium and shall comprise a Unit therein so that the Condominium shall now consist of nine (9) Units. The Added Unit is identified by building number and letter as set forth on the Survey and Building Plans Update 4. The boundaries of the Added Unit are shown on the Survey and Building Plans Update 4 and shall be as described in Section B of Article IV of the Declaration.**
- 2. Portions of Building 2 that abuts or serves the Added Unit shall be Limited Common Elements allocated to the Added Unit as shown on the Survey and Building Plans Update 4 as and to the extent set forth in Article V of the Declaration.**
- 3. The Allocated Interests of the previously created Units and the Added Unit are hereby reallocated as provided in Article IX of the Declaration and shall be as set forth in the Revised Exhibit B to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit B shall hereafter mean and refer to said Revised Exhibit B that is attached hereto and made a part hereof.**

4. Waste water discharges from the respective previously created Units and the Added Unit shall not exceed the Design Limitation Amounts specified for the respective Units as set forth on Revised Exhibit C to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit C shall mean and refer to said Revised Exhibit C that is attached hereto and made a part hereof.

5. The definition of "Plans" in the Declaration shall hereafter also include Building Plans Update 4.

6. Except as herein noted, the definitions of words and terms as defined in the Declaration apply to those words and terms as used herein.

7. The certificates of completion with respect to the Added Unit required under §47-220(b) of the Connecticut General Statutes, as amended, are attached hereto and made a part hereof.

In Witness Whereof, Declarant has caused this Amendment to be executed this 13th day of August, 1997.

Signed, sealed and delivered in the presence of:

Elizabeth F. Morrill

Elizabeth F. Morrill

Matthew J. Cholewa

Old Field, Inc.

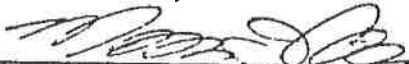
By: Maureen L. Morrill
Maureen L. Morrill
Its President

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN)

SS: Southbury

On this the 13th day of August, 1997, before me the undersigned officer, personally appeared Maureen L. Morrill who acknowledged herself to be the President of Old Field, Inc., a Connecticut corporation, and that she as such officer, being authorized so to do, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by herself as such officer as her free act and deed and that of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand.


Matthew J. Cholewa
Commissioner of the Superior Court

REVISED EXHIBIT B
TO
DECLARATION OF OLD FIELD

ALLOCATED INTERESTS

Building	Unit	Percentage Interest in Common Elements	Percentage Liability for Common Expenses	Vote
A	A	14.55%	14.55%	0.1455
	B	12.08%	12.08%	0.1208
1	1-E	12.30%	12.30%	0.1230
2	2-A	5.54%	5.54%	0.0554
2	2-BR	7.28%	7.28%	0.0728
3	3-C	10.78%	10.78%	0.1078
4	4-D	13.60%	13.60%	0.1360
4	4-E	12.64%	12.64%	0.1264
4	4-F	11.22%	11.22%	0.1122

REVISED EXHIBIT C
TO
DECLARATION OF OLD FIELD

WASTEWATER DISCHARGE DESIGN LIMITATION AMOUNTS

Building	Unit	Number of Bedrooms	Design Limitation Amount (gallons per day)
A	A	4	600
	B	3	450
1	1-E	2	300
2	2-A	1	150
2	2-BR	2	300
3	3-C	2	300
4	4-D	2	300
4	4-E	2	300
4	4-F	2	300

Received for Record 8/13/97
at 12:25 o'clock P and
Recorded in Southbury Land Records
Vol. 322 Page 798-804
Shadwin O'Brien Town Clerk

**FIFTH
AMENDMENT TO DECLARATION
OF
OLD FIELD
(Exercise of Development Rights)**

Whereas, Old Field, Inc., a Connecticut corporation with an office and principal place of business at 457 Main Street North, Southbury, Connecticut (the "Declarant"), has established a Condominium in the Town of Southbury, County of New Haven and State of Connecticut known as "Old Field" pursuant to the Declaration of Old Field made by the Declarant dated March 5, 1997 and recorded in Volume 316 at Page 830 of the Southbury Land Records (the "Declaration"); and

Whereas, Declarant has reserved development rights and special declarant rights in Article VIII of the Declaration and now wishes to partially exercise such rights for the purpose of adding to the Condominium Unit 1-D contained in Building 1 and Unit 2-BL contained in Building 2, both of said Buildings being as shown on the survey on file in the Southbury Town Clerk's Office entitled "SURVEY OF OLD FIELD, Main Street North, Southbury, Connecticut, Scale: 1"= 60', June 19, 1996, as revised 12/10/96, 1/16/97, 2/21/97, 4/2/97, 5/17/97 and 6/18/97" by Michael J. Riordan, Licensed Land Surveyor, Riordan Surveying, Woodbury, CT (the "Survey") and as depicted in the Building Plans also being filed simultaneously with this Amendment entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Date: August 11, 1997, UNIT 'D' BLDG. 1" by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT and "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Date: August 26, 1997, UNIT 'BL' BLDG. 2" by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT (together, "Building Plans Update 5") and (b) related Common Elements and Limited Common Elements.

Now Therefore, Declarant does hereby agree and declare that the Declaration is hereby amended as follows:

1. The Unit 1-D in Building 1 and Unit 2-BL in Building 2 as shown on the Survey and Building Plans Update 5, (the "Added Units") are hereby added to the Condominium and shall comprise Units therein so that the Condominium shall now consist of eleven (11) Units. The Added Units are identified by building number and letter as set forth on the Survey and Building Plans Update 5. The boundaries of the Added Units are shown on the Survey and Building Plans Update 5 and shall be as described in Section B of Article IV of the Declaration.

2. Portions of Building 1 and Building 2 that abut or serve the Added Units shall be Limited Common Elements allocated to the Added Unit as shown on the Survey and Building Plans Update 5 as and to the extent set forth in Article V of the Declaration.

3. The Allocated Interests of the previously created Units and the Added Units are hereby reallocated as provided in Article IX of the Declaration and shall be as set forth in the Revised Exhibit B to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit B shall hereafter mean and refer to said Revised Exhibit B that is attached hereto and made a part hereof.

4. Waste water discharges from the respective previously created Units and the Added Units shall not exceed the Design Limitation Amounts specified for the respective Units as set forth on Revised Exhibit C to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit C shall mean and refer to said Revised Exhibit C that is attached hereto and made a part hereof.

5. The definition of "Plans" in the Declaration shall hereafter also include Building Plans Update 5.

6. Except as herein noted, the definitions of words and terms as defined in the Declaration apply to those words and terms as used herein.

7. The certificates of completion with respect to the Added Units required under §47-220(b) of the Connecticut General Statutes, as amended, are attached hereto and made a part hereof.

In Witness Whereof, Declarant has caused this Amendment to be executed this 28th day of August, 1997.

Signed, sealed and delivered in the presence of:

Edward S. Hill
Edward S. Hill

Barbara Brown
Barbara Brown

Old Field, Inc.

By: Maureen L. Morrill
Maureen L. Morrill
Its President

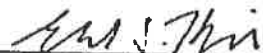
VOL 323 ^{page} 233

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN)

SS: Southbury

On this the 21st day of August, 1997, before me the undersigned officer, personally appeared Maureen L. Morrill who acknowledged herself to be the President of Old Field, Inc., a Connecticut corporation, and that she as such officer, being authorized so to do, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by herself as such officer as her free act and deed and that of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand.



Edward S. Hill
Commissioner of the Superior Court

VOL 323, 234
 REVISED EXHIBIT B
 TO
 DECLARATION OF OLD FIELD
 ALLOCATED INTERESTS

Building	Unit	Percentage Interest in Common Elements	Percentage Liability for Common Expenses	Vote
1	1-D	12.39%	12.39%	0.1239
1	1-E	10.05%	10.05%	0.1005
2	2-A	4.52%	4.52%	0.0452
2	2-BL	5.94%	5.94%	0.0594
2	2-BR	5.94%	5.94%	0.0594
3	3-C	8.81%	8.81%	0.0881
4	4-D	11.11%	11.11%	0.1111
4	4-E	10.32%	10.32%	0.1032
4	4-F	9.16%	9.16%	0.0916
A	A	11.88%	11.88%	0.1188
	B	9.87%	9.87%	0.0987

REVISED EXHIBIT C
 TO
 DECLARATION OF OLD FIELD

WASTEWATER DISCHARGE DESIGN LIMITATION AMOUNTS

Building	Unit	Number of Bedrooms	Design Limitation Amount (gallons per day)
1	1-D	3	450
1	1-E	2	300
2	2-A	1	150
2	2-BL	2	300
2	2-BR	2	300
3	3-C	2	300
4	4-D	2	300
4	4-E	2	300
4	4-F	2	300
A	A	4	600
	B	3	450

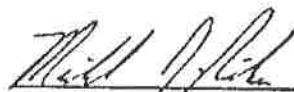
SURVEYOR'S CERTIFICATE

RE: OLD FIELD, SOUTHBURY, CONNECTICUT

The undersigned hereby certifies as follows:

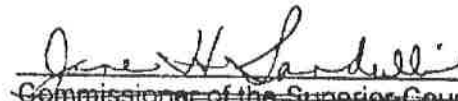
1. That the undersigned is a licensed Land Surveyor licensed by the State of Connecticut under registration number 14666.
2. That this certificate is made pursuant to the provisions of Section 47-220(b) of the Connecticut Common Interest Ownership Act, as amended.
3. That the undersigned does not have any legal or equitable interest in the Condominium.
4. That to the best of the knowledge, information and belief of the undersigned, all structural components of Buildings as shown on the building plans entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Date: AUG 26, 1997. UNIT BL BUILDING 2" by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT that contains or comprises any units created by the Amendment to Declaration of Old Field to which this Certificate is appended are substantially completed in accordance with said building plans which are to be filed with said Declaration.
5. That said building plans include all of the information required by Section 47-228(d) of the Connecticut General Statutes, as amended.

Dated: AUG. 26, 1997

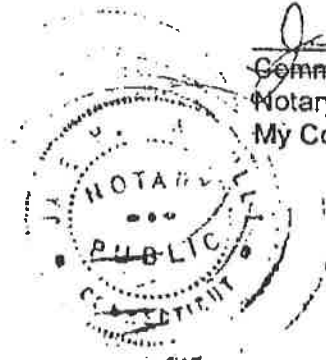


Michael J. Riordan,
Licensed Land Surveyor
Reg. No. 14666

Subscribed and sworn to before me this 26 day of AUG, 1997



~~Commissioner of the Superior Court~~
Notary Public
My Commission Expires: 2-28-98



SURVEYOR'S CERTIFICATE

RE: OLD FIELD, SOUTHURY, CONNECTICUT

The undersigned hereby certifies as follows:

1. That the undersigned is a licensed Land Surveyor licensed by the State of Connecticut under registration number 14666.
2. That this certificate is made pursuant to the provisions of Section 47-220(b) of the Connecticut Common Interest Ownership Act, as amended.
3. That the undersigned does not have any legal or equitable interest in the Condominium.
4. That to the best of the knowledge, information and belief of the undersigned, all structural components of Buildings as shown on the building plans entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Date: AUG. 11, 1997, UNIT 'D', BLDG. 1" by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT that contains or comprises any units created by the Amendment to Declaration of Old Field to which this Certificate is appended are substantially completed in accordance with said building plans which are to be filed with said Declaration.
5. That said building plans include all of the information required by Section 47-228(d) of the Connecticut General Statutes, as amended.

Dated: 11 AUG, 1997



Michael J. Riordan,
Licensed Land Surveyor
Reg. No. 14666

Subscribed and sworn to before me this 20 day of AUG, 1997



Commissioner of the Superior Court
Notary Public

My Commission Expires: 2-28-98

HARTI-634779-1

Received for Record 8/28/97
at 12:43 o'clock P and
Recorded in Southbury Land Records
Vol. 323 Page 231-236 by
Sharon S. Ricketts Town Clerk



**SIXTH
AMENDMENT TO DECLARATION
OF
OLD FIELD
(Exercise of Development Rights)**

Whereas, Old Field, Inc., a Connecticut corporation with an office and principal place of business at 457 Main Street North, Southbury, Connecticut (the "Declarant"), has established a Condominium in the Town of Southbury, County of New Haven and State of Connecticut known as "Old Field" pursuant to the Declaration of Old Field made by the Declarant dated March 5, 1997 and recorded in Volume 316 at Page 830 of the Southbury Land Records (the "Declaration"); and

Whereas, Declarant has reserved development rights and special declarant rights in Article VIII of the Declaration and now wishes to partially exercise such rights for the purpose of adding to the Condominium Units 3-BL and 3-BR contained in Building 3, said Building being as shown on the survey on file in the Southbury Town Clerk's Office entitled "SURVEY OF OLD FIELD, Main Street North, Southbury, Connecticut, Scale: 1"= 60', June 19, 1996, as revised 12/10/96, 1/16/97, 2/21/97, 4/2/97, 5/17/97 and 6/18/97" by Michael J. Riordan, Licensed Land Surveyor, Riordan Surveying, Woodbury, CT (the "Survey") and as depicted in the Building Plans also being filed simultaneously with this Amendment entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'BL' BLDG. 3, Date: September 2, 1997" by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT and "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Date: September 2, 1997, UNIT 'BR' BLDG. 3" by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT (together, "Building Plans Update 6") and (b) related Common Elements and Limited Common Elements.

Now Therefore, Declarant does hereby agree and declare that the Declaration is hereby amended as follows:

1. The Unit 3-BL and Unit 3-BR in Building 3 as shown on the Survey and Building Plans Update 6, (the "Added Units") are hereby added to the Condominium and shall comprise Units therein so that the Condominium shall now consist of thirteen (13) Units. The Added Units are identified by building number and letter as set forth on the Survey and Building Plans Update 6. The boundaries of the Added Units are shown on the Survey and Building Plans Update 6 and shall be as described in Section B of Article IV of the Declaration.

2. Portions of Building 3 that abut or serve the Added Units shall be Limited Common Elements allocated to the Added Unit as shown on the Survey and Building Plans Update 6 as and to the extent set forth in Article V of the Declaration.

3. The Allocated Interests of the previously created Units and the Added Units are hereby reallocated as provided in Article IX of the Declaration and shall be as set forth in the Revised Exhibit B to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit B shall hereafter mean and refer to said Revised Exhibit B that is attached hereto and made a part hereof.

4. Waste water discharges from the respective previously created Units and the Added Units shall not exceed the Design Limitation Amounts specified for the respective Units as set forth on Revised Exhibit C to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit C shall mean and refer to said Revised Exhibit C that is attached hereto and made a part hereof.

5. The definition of "Plans" in the Declaration shall hereafter also include Building Plans Update 6.

6. Except as herein noted, the definitions of words and terms as defined in the Declaration apply to those words and terms as used herein.

7. The certificates of completion with respect to the Added Units required under §47-220(b) of the Connecticut General Statutes, as amended, are attached hereto and made a part hereof.

In Witness Whereof, Declarant has caused this Amendment to be executed this 29th day of September, 1997.

Signed, sealed and delivered in the presence of:

Edward S. Hill
Edward S. Hill

Kathleen L. Gangell
Kathleen L. Gangell

Old Field, Inc.

By: Maureen L. Morrill
Maureen L. Morrill
Its President

VOL 324... 977

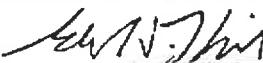
STATE OF CONNECTICUT)

COUNTY OF NEW HAVEN)

SS: ~~Southbury~~ Waterbury

On this the 29th day of September, 1997, before me the undersigned officer, personally appeared Maureen L. Morrill who acknowledged herself to be the President of Old Field, Inc., a Connecticut corporation, and that she as such officer, being authorized so to do, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by herself as such officer as her free act and deed and that of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand.



Edward S. Hill

Commissioner of the Superior Court

REVISED EXHIBIT B
TO
DECLARATION OF OLD FIELD

ALLOCATED INTERESTS

Building	Unit	Percentage Interest in Common Elements	Percentage Liability for Common Expenses	Vote
1	1-D	11.08%	11.08%	0.1108
1	1-E	8.98%	8.98%	0.0898
2	2-A	4.04%	4.04%	0.0404
2	2-BL	5.31%	5.31%	0.0531
2	2-BR	5.31%	5.31%	0.0531
3	3-BL	5.31%	5.31%	0.0531
3	3-BR	5.31%	5.31%	0.0531
3	3-C	7.87%	7.87%	0.0787
4	4-D	9.93%	9.93%	0.0993
4	4-E	9.23%	9.23%	0.0923
4	4-F	8.19%	8.19%	0.0819
A	A	10.62%	10.62%	0.1062
	B	8.82%	8.82%	0.0882

REVISED EXHIBIT C
TO
DECLARATION OF OLD FIELD

WASTEWATER DISCHARGE DESIGN LIMITATION AMOUNTS

Building	Unit	Number of Bedrooms	Design Limitation Amount (gallons per day)
1	1-D	3	450
1	1-E	2	300
2	2-A	1	150
2	2-BL	2	300
2	2-BR	2	300
3	3-BL	2	300
3	3-BR	2	300
3	3-C	2	300
4	4-D	2	300
4	4-E	2	300
4	4-F	2	300
A	A	4	600
	B	3	450


SURVEYOR'S CERTIFICATE Vol. **324** --- **980**

RE: OLD FIELD, SOUTHURY, CONNECTICUT

The undersigned hereby certifies as follows:

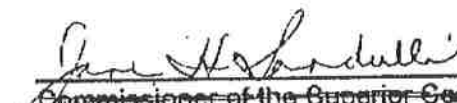
1. That the undersigned is a licensed Land Surveyor licensed by the State of Connecticut under registration number 14666.
2. That this certificate is made pursuant to the provisions of Section 47-220(b) of the Connecticut Common Interest Ownership Act, as amended.
3. That the undersigned does not have any legal or equitable interest in the Condominium.
4. That to the best of the knowledge, information and belief of the undersigned, all structural components of the building shown as Unit A on the building plans entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, UNIT BR, BLDG. 3 Date: SEPT. 2, 1997 * by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT that contains or comprises any units created by the Amendment to Declaration of Old Field to which this Certificate is appended are substantially completed in accordance with said building plans which are to be filed with said Declaration.
5. That the Survey referred to in the Amendment to Declaration to which this certificate is attached and the Plans as defined in the original Declaration of Old Field as such definition has been amended by prior amendments to said Declaration and this Amendment include all of the information for surveys and plans required by Section 47-228 of the Connecticut General Statutes, as amended.

Dated: SEPT 18, 1997



Michael J. Riordan,
Licensed Land Surveyor
Reg. No. 14666

Subscribed and sworn to before me this 18th day of SEPTEMBER, 1997



Commissioner of the Superior Court
Notary Public
My Commission Expires: 2-28-98

SURVEYOR'S CERTIFICATE

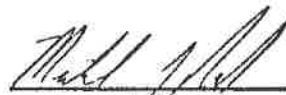
VOL 324 ^{orig} 981

RE: OLD FIELD, SOUTHURY, CONNECTICUT

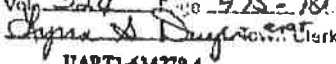
The undersigned hereby certifies as follows:

1. That the undersigned is a licensed Land Surveyor licensed by the State of Connecticut under registration number 14666.
2. That this certificate is made pursuant to the provisions of Section 47-220(b) of the Connecticut Common Interest Ownership Act, as amended.
3. That the undersigned does not have any legal or equitable interest in the Condominium.
4. That to the best of the knowledge, information and belief of the undersigned, all structural components of the building shown as Unit A on the building plans entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, UNIT 'BL' BLDG 3 Date: SEPT 2, 1997 by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT that contains or comprises any units created by the Amendment to Declaration of Old Field to which this Certificate is appended are substantially completed in accordance with said building plans which are to be filed with said Declaration.
5. That the Survey referred to in the Amendment to Declaration to which this certificate is attached and the Plans as defined in the original Declaration of Old Field as such definition has been amended by prior amendments to said Declaration and this Amendment include all of the information for surveys and plans required by Section 47-228 of the Connecticut General Statutes, as amended.

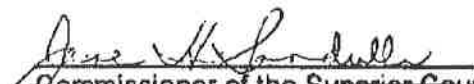
Dated: SEPT 18, 1997


Michael J. Riordan,
Licensed Land Surveyor
Reg. No. 14666

Subscribed and sworn to before me this 18th day of September, 1997

Received for Record 9/30/97
at 9:22 o'clock AM and
Recorded in Southbury Land Records
Vol. 324 Page 975-981

Notary Public
HART-634779-4




Commissioner of the Superior Court
Notary Public
My Commission Expires: 2-28-98

**SEVENTH
AMENDMENT TO DECLARATION
OF
OLD FIELD
(Exercise of Development Rights)**

Whereas, Old Field, Inc., a Connecticut corporation with an office and principal place of business at 457 Main Street North, Southbury, Connecticut (the "Declarant"), has established a Condominium in the Town of Southbury, County of New Haven and State of Connecticut known as "Old Field" pursuant to the Declaration of Old Field made by the Declarant dated March 5, 1997 and recorded in Volume 316 at Page 830 of the Southbury Land Records (the "Declaration"); and

Whereas, Declarant has reserved development rights and special declarant rights in Article VIII of the Declaration and now wishes to partially exercise such rights for the purpose of adding to the Condominium Unit 6-D contained in Building 6 and Unit 2-C in Building 2, both as shown on the survey being filed simultaneously with this Amendment entitled "SURVEY OF OLD FIELD, Main Street North, Southbury, Connecticut, Scale: 1"= 60', June 19, 1996, as revised 12/10/96, 1/16/97, 2/21/97 and 4/2/97, 5/17/97, 6/18/97 and 11/18/97" by Michael J. Riordan, Licensed Land Surveyor, Riordan Surveying, Woodbury, CT ("Survey Update 4") and as depicted in the Building Plans also being filed simultaneously with this Amendment entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'D' Bldg. 6, Date: November 13, 1997" by Hugh John Sullivan, AIA, Bennett Sullivan Associates, Southbury, CT and "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Date: November 13, 1997, UNIT 'C' BLDG. 2" by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT (together, "Building Plans Update 7") and related Common Elements and Limited Common Elements.

Now Therefore, Declarant does hereby agree and declare that the Declaration is hereby amended as follows:

1. The Unit 6-D in Building 6 and Unit 2-C in Building 2 as shown on Survey Update 4 and Building Plans Update 7 (the "Added Units") are hereby added to the Condominium and shall comprise Units therein so that the Condominium shall now consist of fifteen (15) Units. The Added Units are identified by building number and letter as set forth on the Survey Update 4 and Building Plans Update 7. The boundaries of the Added Units are shown on the Survey Update 4 and Building Plans Update 7 and shall be as described in Section B of Article IV of the Declaration.

2. Portions of Building 6 and Building 2 that abut or serve the Added Units shall be Limited Common Elements allocated to the Added Unit as shown on the Survey Update 4 and Building Plans Update 7 as and to the extent set forth in Article V of the Declaration.

3. The Allocated Interests of the previously created Units and the Added Units are hereby reallocated as provided in Article IX of the Declaration and shall be as set forth in the Revised Exhibit B to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit B shall hereafter mean and refer to said Revised Exhibit B that is attached hereto and made a part hereof.

4. Waste water discharges from the respective previously created Units and the Added Units shall not exceed the Design Limitation Amounts specified for the respective Units as set forth on Revised Exhibit C to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit C shall mean and refer to said Revised Exhibit C that is attached hereto and made a part hereof.

5. The definition of "Survey" in the Declaration shall hereafter also include Survey Update 4. The definition of "Plans" in the Declaration shall hereafter also include Building Plans Update 7.

6. Except as herein noted, the definitions of words and terms as defined in the Declaration apply to those words and terms as used herein.

7. The certificates of completion with respect to the Added Units required under §47-220(b) of the Connecticut General Statutes, as amended, are attached hereto and made a part hereof.

In Witness Whereof, Declarant has caused this Amendment to be executed this 2nd day of December, 1997.

Signed, sealed and delivered in the presence of:

Edward S. Hill
Edward S. Hill
Elizabeth F. Morrill
Elizabeth F. Morrill

Old Field, Inc.

By: Maureen L. Morrill
Maureen L. Morrill
Its President

VOL 327 601

STATE OF CONNECTICUT)

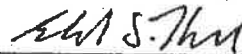
)

SS: Southbury

COUNTY OF NEW HAVEN)

On this the 2nd day of December, 1997, before me the undersigned officer, personally appeared Maureen L. Morrili who acknowledged herself to be the President of Old Field, Inc., a Connecticut corporation, and that she as such officer, being authorized so to do, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by herself as such officer as her free act and deed and that of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand.



Edward S. Hill

Commissioner of the Superior Court

REVISED EXHIBIT B
TO
DECLARATION OF OLD FIELD

ALLOCATED INTERESTS

Building	Unit	Percentage Interest in Common Elements	Percentage Liability for Common Expenses	Vote
1	1-D	9.39%	9.39%	0.0939
1	1-E	7.62%	7.62%	0.0762
2	2-A	3.43%	3.43%	0.0343
2	2-BL	4.50%	4.50%	0.0450
2	2-BR	4.50%	4.50%	0.0450
2	2-C	6.67%	6.67%	0.0667
3	3-BL	4.50%	4.50%	0.0450
3	3-BR	4.50%	4.50%	0.0450
3	3-C	6.67%	6.67%	0.0667
4	4-D	8.42%	8.42%	0.0842
4	4-E	7.83%	7.83%	0.0783
4	4-F	6.94%	6.94%	0.0694
6	6-D	8.53%	8.53%	0.0853
A	A	9.01%	9.01%	0.0901
	B	7.48%	7.48%	0.0748

REVISED EXHIBIT C
TO
DECLARATION OF OLD FIELD

WASTEWATER DISCHARGE DESIGN LIMITATION AMOUNTS

Building	Unit	Number of Bedrooms	Design Limitation Amount (gallons per day)
1	1-D	3	450
1	1-E	2	300
2	2-A	1	150
2	2-BL	2	300
2	2-BR	2	300
2	2-C	2	300
3	3-BL	2	300
3	3-BR	2	300
3	3-C	2	300
4	4-D	2	300
4	4-E	2	300
4	4-F	2	300
6	6-D	3	450
A	A	4	600
	B	3	450

SURVEYOR'S CERTIFICATE

RE: OLD FIELD, SOUTHBURY, CONNECTICUT VOL 327 604

The undersigned hereby certifies as follows:


1. That the undersigned is a licensed Land Surveyor licensed by the State of Connecticut under registration number 14666.
2. That this certificate is made pursuant to the provisions of Section 47-220(b) of the Connecticut Common Interest Ownership Act, as amended.
3. That the undersigned does not have any legal or equitable interest in the Condominium.
4. That to the best of the knowledge, information and belief of the undersigned, all structural components of the building shown as Unit A on the building plans entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, UNIT C BLDG. 2 Date: NOV. 13, 1997 by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT that contains or comprises any units created by the Amendment to Declaration of Old Field to which this Certificate is appended are substantially completed in accordance with said building plans which are to be filed with said Declaration.
5. That the Survey referred to in the Amendment to Declaration to which this certificate is attached and the Plans as defined in the original Declaration of Old Field as such definition has been amended by prior amendments to said Declaration and this Amendment include all of the information for surveys and plans required by Section 47-22B of the Connecticut General Statutes, as amended.

Dated: Nov 19, 1997



Michael J. Riordan,
Licensed Land Surveyor
Reg. No. 14666

Subscribed and sworn to before me this 19th day of November, 1997



Commissioner of the Superior Court
Notary Public
My Commission Expires: 2-28-98

Bennett Sullivan Associates
Architects and Planners

VOL 327 605

Kevin T. Bennett
Hugh John Sullivan

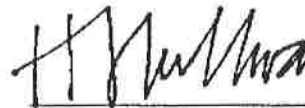
ARCHITECT'S CERTIFICATE

RE: OLD FIELD, SOUTHURY, CONNECTICUT

The undersigned hereby certifies as follows:

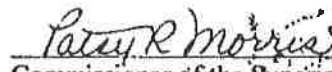
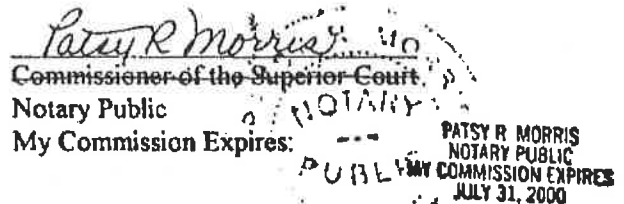
1. That the undersigned is a registered architect licensed by the State of Connecticut under registration number 05825.
2. That this certificate is made pursuant to the provisions of Section 47-220(b) of the Connecticut Common Interest Ownership Act, as amended.
3. That the undersigned does not have any legal or equitable interest in the Condominium.
4. That to the best of the knowledge, information and belief of the undersigned, all structural components of the building shown as Unit 6-D on the building plans entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit D Building 6 Date. 17 November 1997" by Bennett Sullivan Associates, Southbury, Connecticut that contains or comprises any units created by the Amendment to Declaration of Old Field to which this Certificate is appended are substantially completed in accordance with said building plans which are to be filed with said Declaration.

Dated: 17 November 1997


Hugh John Sullivan AIA
Registered Architect
Registration No. 05825

Subscribed and sworn to before me this 19th day of November, 1997.

Received for Record 12/2/97
at 2:29 o'clock P and
Recorded in Southbury Land Records
Vol. 327 Page 599-615 by
Walter B. Decker Clerk


Commissioner of the Superior Court
Notary Public
My Commission Expires: July 31, 2000


Suite 210 • Three Pomperaug Office Park • Southbury, Connecticut 06488 USA
Telephone: 203-264-8202 • Facsimile: 203-264-1527

**EIGHTH
AMENDMENT TO DECLARATION
OF
OLD FIELD
(Exercise of Development Rights)**

Whereas, Old Field, Inc., a Connecticut corporation with an office and principal place of business at 457 Main Street North, Southbury, Connecticut (the "Declarant"), has established a Condominium in the Town of Southbury, County of New Haven and State of Connecticut known as "Old Field" pursuant to the Declaration of Old Field made by the Declarant dated March 5, 1997 and recorded in Volume 316 at Page 830 of the Southbury Land Records (the "Declaration"); and

Whereas, Declarant has reserved development rights and special declarant rights in Article VIII of the Declaration and now wishes to partially exercise such rights for the purpose of adding to the Condominium Unit 1-F in Building 1 as shown on the survey on file in the Southbury Town Clerk's Office entitled "SURVEY OF OLD FIELD, Main Street North, Southbury, Connecticut, Scale: 1"= 60', June 19, 1996, as revised 12/10/96, 1/16/97, 2/21/97 and 4/2/97, 5/17/97, 6/18/97 and 11/18/97" by Michael J. Riordan, Licensed Land Surveyor, Riordan Surveying, Woodbury, CT (the "Survey") and as depicted in the Building Plans also being filed simultaneously with this Amendment entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Date: December 4, 1997, UNIT 'F' BLDG. 1" by Michael J. Riordan, L. S., Riordan Surveying, Woodbury, CT ("Building Plans Update 8") and related Common Elements and Limited Common Elements.

Now Therefore, Declarant does hereby agree and declare that the Declaration is hereby amended as follows:

- 1. The Unit 1-F in Building 1 as shown on the Survey Update and Building Plans Update 8 (the "Added Unit") is hereby added to the Condominium and shall comprise a Unit therein so that the Condominium shall now consist of sixteen (16) Units. The Added Unit is identified by building number and letter as set forth on the Survey and Building Plans Update 8. The boundaries of the Added Unit are shown on the Survey and Building Plans Update 8 and shall be as described in Section B of Article IV of the Declaration.**
- 2. Portions of Building 1 that abut or serve the Added Unit shall be Limited Common Elements allocated to the Added Unit as shown on the Survey and Building Plans Update 8 as and to the extent set forth in Article V of the Declaration.**

3. The Allocated Interests of the previously created Units and the Added Unit are hereby reallocated as provided in Article IX of the Declaration and shall be as set forth in the Revised Exhibit B to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit B shall hereafter mean and refer to said Revised Exhibit B that is attached hereto and made a part hereof.

4. Waste water discharges from the respective previously created Units and the Added Unit shall not exceed the Design Limitation Amounts specified for the respective Units as set forth on Revised Exhibit C to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit C shall mean and refer to said Revised Exhibit C that is attached hereto and made a part hereof.

5. The definition of "Plans" in the Declaration shall hereafter also include Building Plans Update 8.

6. Except as herein noted, the definitions of words and terms as defined in the Declaration apply to those words and terms as used herein.

7. The certificate of completion with respect to the Added Unit required under §47-220(b) of the Connecticut General Statutes, as amended, is attached hereto and made a part hereof.

In Witness Whereof, Declarant has caused this Amendment to be executed this 20th day of December, 1997.

Signed, sealed and delivered in the presence of:

Edward S. Hill
Edward S. Hill

Lisa J. Capralli
Lisa J. Capralli

Old Field, Inc.

By: Maureen L. Morrill
Maureen L. Morrill
Its President

STATE OF CONNECTICUT)

COUNTY OF NEW HAVEN)

SS: Southbury

On this the 20th day of December, 1997, before me the undersigned officer, personally appeared Maureen L. Morrill who acknowledged herself to be the President of Old Field, Inc., a Connecticut corporation, and that she as such officer, being authorized so to do, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by herself as such officer as her free act and deed and that of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand.



Edward S. Hill

Commissioner of the Superior Court

**REVISED EXHIBIT B
TO
DECLARATION OF OLD FIELD**

ALLOCATED INTERESTS

Building	Unit	Percentage Interest in Common Elements	Percentage Liability for Common Expenses	Vote
1	1-D	8.78%	8.78%	0.0878
1	1-E	7.12%	7.12%	0.0712
1	1-F	6.49%	6.49%	0.0649
2	2-A	3.21%	3.21%	0.0321
2	2-BL	4.21%	4.21%	0.0421
2	2-BR	4.21%	4.21%	0.0421
2	2-C	6.24%	6.24%	0.0624
3	3-BL	4.21%	4.21%	0.0421
3	3-BR	4.21%	4.21%	0.0421
3	3-C	6.24%	6.24%	0.0624
4	4-D	7.87%	7.87%	0.0787
4	4-E	7.32%	7.32%	0.0732
4	4-F	6.49%	6.49%	0.0649
6	6-D	7.97%	7.97%	0.0797
A	A	8.42%	8.42%	0.0842
	B	6.99%	6.99%	0.0699

REVISED EXHIBIT C
TO
DECLARATION OF OLD FIELD

WASTEWATER DISCHARGE DESIGN LIMITATION AMOUNTS

Building	Unit	Number of Bedrooms	Design Limitation Amount (gallons per day)
1	1-D	3	450
1	1-E	2	300
1	1-F	2	300
2	2-A	1	150
2	2-BL	2	300
2	2-BR	2	300
2	2-C	2	300
3	3-BL	2	300
3	3-BR	2	300
3	3-C	2	300
4	4-D	2	300
4	4-E	2	300
4	4-F	2	300
6	6-D	3	450
A	A	4	600
	B	3	450

Received for Record 11 198
at 10:00 o'clock and
Recorded in Southbury Land Records
in 329 from 130-134 by
Lynn W. Dwyer Clerk

**NINTH
AMENDMENT TO DECLARATION
OF
OLD FIELD
(Exercise of Development Rights)**

Whereas, Old Field, Inc., a Connecticut corporation with an office and principal place of business at 457 Main Street North, Southbury, Connecticut (the "Declarant"), has established a Condominium in the Town of Southbury, County of New Haven and State of Connecticut known as "Old Field" pursuant to the Declaration of Old Field made by the Declarant dated March 5, 1997 and recorded in Volume 316 at Page 830 of the Southbury Land Records (the "Declaration"); and

Whereas, Declarant has reserved development rights and special declarant rights in Article VIII of the Declaration and now wishes to partially exercise such rights for the purpose of adding to the Condominium Units 8-E and 8-F contained in Building 8 as shown on the survey being filed simultaneously with this Amendment entitled "SURVEY OF OLD FIELD, Main Street North, Southbury, Connecticut, Scale: 1"= 60', June 19, 1996, as revised 12/10/96, 1/16/97, 2/21/97 and 4/2/97, 5/17/97, 6/18/97, 11/18/97 and 1/22/98" by Michael J. Riordan, Licensed Land Surveyor, Riordan Surveying, Woodbury, CT ("Survey Update 5") and as depicted in the Building Plans also being filed simultaneously with this Amendment entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'F' Bldg. 8, Date: December 12, 1997" and "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'E' Bldg. 8, Date: December 12, 1997" by Bennett Sullivan Associates (together, "Building Plans Update 9") and related Common Elements and Limited Common Elements.

Now Therefore, Declarant does hereby agree and declare that the Declaration is hereby amended as follows:

1. The Units 8-E and 8-F in Building 8 as shown on Survey Update 5 and Building Plans Update 9 (the "Added Units") are hereby added to the Condominium and shall comprise Units therein so that the Condominium shall now consist of fifteen (15) Units. The Added Units are identified by building number and letter as set forth on the Survey Update 5 and Building Plans Update 9. The boundaries of the Added Units are shown on the Survey Update 5 and Building Plans Update 9 and shall be as described in Section B of Article IV of the Declaration.

2. Portions of Building 8 that abut or serve the Added Units shall be Limited Common Elements allocated to the Added Units as shown on the Survey Update 5 and Building Plans Update 9 as and to the extent set forth in Article V of the Declaration.

3. The Allocated Interests of the previously created Units and the Added Units are hereby reallocated as provided in Article IX of the Declaration and shall be as set forth

in the Revised Exhibit B to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit B shall hereafter mean and refer to said Revised Exhibit B that is attached hereto and made a part hereof.

4. Waste water discharges from the respective previously created Units and the Added Units shall not exceed the Design Limitation Amounts specified for the respective Units as set forth on Revised Exhibit C to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit C shall mean and refer to said Revised Exhibit C that is attached hereto and made a part hereof.

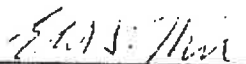
5. The definition of "Survey" in the Declaration shall hereafter also include Survey Update 5. The definition of "Plans" in the Declaration shall hereafter also include Building Plans Update 9.


6. Except as herein noted, the definitions of words and terms as defined in the Declaration apply to those words and terms as used herein.

7. The certificates of completion with respect to the Added Units required under §47-220(b) of the Connecticut General Statutes, as amended, are attached hereto and made a part hereof.

In Witness Whereof, Declarant has caused this Amendment to be executed this 27th day of February, 1998.

Signed, sealed and delivered in the presence of:




Edward S. Hill


Richard J. Mastroianni

Old Field, Inc.

By:



Maureen L. Morrill
Its President

STATE OF CONNECTICUT)

) SS: Southbury

COUNTY OF NEW HAVEN)

On this the 27th day of February, 1998, before me the undersigned officer, personally appeared Maureen L. Morrill who acknowledged herself to be the President of Old Field, Inc., a Connecticut corporation, and that she as such officer, being authorized so to do, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by herself as such officer as her free act and deed and that of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand.

Edward S. Hill
Edward S. Hill
Commissioner of the Superior Court

REVISED EXHIBIT B
TO
DECLARATION OF OLD FIELD

ALLOCATED INTERESTS

Building	Unit	Percentage Interest in Common Elements	Percentage Liability for Common Expenses	Vote
1	1-D	7.57%	7.57%	0.0757
1	1-E	6.13%	6.13%	0.0613
1	1-F	5.59%	5.59%	0.0559
2	2-A	2.76%	2.76%	0.0276
2	2-BL	3.63%	3.63%	0.0363
2	2-BR	3.63%	3.63%	0.0363
2	2-C	5.38%	5.38%	0.0538
3	3-BL	3.63%	3.63%	0.0363
3	3-BR	3.63%	3.63%	0.0363
3	3-C	5.38%	5.38%	0.0538
4	4-D	6.78%	6.78%	0.0678
4	4-E	6.30%	6.30%	0.0630
4	4-F	5.59%	5.59%	0.0559
6	6-D	6.87%	6.87%	0.0687
8	8-E	7.55%	7.55%	0.0755
8	8-F	6.32%	6.32%	0.0632
A	A	7.25%	7.25%	0.0725
	B	6.02%	6.02%	0.0602

REVISED EXHIBIT C
TO
DECLARATION OF OLD FIELD

WASTEWATER DISCHARGE DESIGN LIMITATION AMOUNTS

Building	Unit	Number of Bedrooms	Design Limitation Amount (gallons per day)
1	1-D	3	450
1	1-E	2	300
1	1-F	2	300
2	2-A	1	150
2	2-BL	2	300
2	2-BR	2	300
2	2-C	2	300
3	3-BL	2	300
3	3-BR	2	300
3	3-C	2	300
4	4-D	2	300
4	4-E	2	300
4	4-F	2	300
6	6-D	3	450
8	8-E	2	300
8	8-F	2	300
A	A	4	600
	B	3	450

ARCHITECT'S CERTIFICATE

RE: OLD FIELD, SOUTHBURY, CONNECTICUT

The undersigned hereby certifies as follows:

1. That the undersigned is a registered architect licensed by the State of Connecticut under registration number 5825.
2. That this certificate is made pursuant to the provisions of Section 47-220(b) of the Connecticut Common Interest Ownership Act, as amended.
3. That the undersigned does not have any legal or equitable interest in the Condominium.
4. That to the best of the knowledge, information and belief of the undersigned, all structural components of the building shown as Unit 8-F and Unit 8-E on the building plans entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'F' Bldg. 8, Date: December 12, 1997" and "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'E' Bldg. 8, Date: December 12, 1997" by Bennett Sullivan Associates that contains or comprises any units created by the Amendment to Declaration of Old Field to which this Certificate is appended are substantially completed in accordance with said building plans which are to be filed with said Declaration.

Dated: January 26, 1998



Hugh John Sullivan
Licensed Architect
Reg. No. 5825

Subscribed and sworn to before me this 28th day of January, 1998.



Commissioner of the Superior Court
Notary Public
My Commission Expires:

PATSY R. MORRIS
NOTARY PUBLIC
MY COMMISSION EXPIRES
JULY 31, 2000

Received for and 4/27/98
at 2:45 o'clock P and
before me by Land Records
of 330 Vol. 586-591 by
James A. Dwyer Clerk



**TENTH
AMENDMENT TO DECLARATION
OF
OLD FIELD
(Exercise of Development Rights)**

Whereas, Old Field, Inc., a Connecticut corporation with an office and principal place of business at 457 Main Street North, Southbury, Connecticut (the "Declarant"), has established a Condominium in the Town of Southbury, County of New Haven and State of Connecticut known as "Old Field" pursuant to the Declaration of Old Field made by the Declarant dated March 5, 1997 and recorded in Volume 316 at Page 830 of the Southbury Land Records (the "Declaration"); and

Whereas, Declarant has reserved development rights and special declarant rights in Article VIII of the Declaration and now wishes to partially exercise such rights for the purpose of adding to the Condominium Units 6-E and 6-F contained in Building 6 as shown on the survey on file in the Southbury Town Clerk's office entitled "SURVEY OF OLD FIELD, Main Street North, Southbury, Connecticut, Scale: 1"= 60', June 19, 1996, as revised 12/10/96, 1/16/97, 2/21/97 and 4/2/97, 5/17/97, 6/18/97, 11/18/97 and 1/22/98" by Michael J. Riordan, Licensed Land Surveyor, Riordan Surveying, Woodbury, CT (the "Survey") and as depicted in the Building Plans being filed simultaneously with this Amendment entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'E' Bldg. 6, Date: March 3, 1998" and "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'F' Bldg. 6, Date: March 3, 1998" by Bennett Sullivan Associates (together, "Building Plans Update 10") and related Common Elements and Limited Common Elements.

Now Therefore, Declarant does hereby agree and declare that the Declaration is hereby amended as follows:

1. The Units 6-E and 6-F in Building 6 as shown on the Survey and Building Plans Update 10 (the "Added Units") are hereby added to the Condominium and shall comprise Units therein so that the Condominium shall now consist of twenty (20) Units. The Added Units are identified by building number and letter as set forth on the Survey and Building Plans Update 10. The boundaries of the Added Units are shown on the Survey and Building Plans Update 10 and shall be as described in Section B of Article IV of the Declaration.
2. Portions of Building 6 that abut or serve the Added Units shall be Limited Common Elements allocated to the Added Units as shown on the Survey and Building Plans Update 10 as and to the extent set forth in Article V of the Declaration.
3. The Allocated Interests of the previously created Units and the Added Units are hereby reallocated as provided in Article IX of the Declaration and shall be as set forth in the Revised Exhibit B to the Declaration attached hereto and made a part hereof. All

references in the Declaration to Exhibit B shall hereafter mean and refer to said Revised Exhibit B that is attached hereto and made a part hereof.

4. Waste water discharges from the respective previously created Units and the Added Units shall not exceed the Design Limitation Amounts specified for the respective Units as set forth on Revised Exhibit C to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit C shall mean and refer to said Revised Exhibit C that is attached hereto and made a part hereof.

5. The definition of "Plans" in the Declaration shall hereafter also include Building Plans Update 10.

6. Except as herein noted, the definitions of words and terms as defined in the Declaration apply to those words and terms as used herein.

7. The certificates of completion with respect to the Added Units required under §47-220(b) of the Connecticut General Statutes, as amended, are attached hereto and made a part hereof.

In Witness Whereof, Declarant has caused this Amendment to be executed this 30th day of March, 1998.

Signed, sealed and delivered in the presence of:

Elizabeth F. Morrill
Elizabeth F. Morrill
Matthew J. Chokwa
Matthew J. Chokwa

Old Field, Inc.

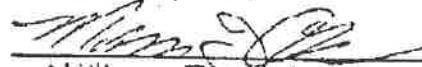
By: Maureen L. Morrill
Maureen L. Morrill
Its President

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN)

SS: Southbury

On this the 31st day of March, 1998, before me the undersigned officer, personally appeared Maureen L. Morrill who acknowledged herself to be the President of Old Field, Inc., a Connecticut corporation, and that she as such officer, being authorized so to do, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by herself as such officer as her free act and deed and that of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand.


Matthew J. Chulewa
Commissioner of the Superior Court

REVISED EXHIBIT B
TO
DECLARATION OF OLD FIELD

ALLOCATED INTERESTS

Building	Unit	Percentage Interest in Common Elements	Percentage Liability for Common Expenses	Vote	Building
1	1-D	6.71%	6.71%	0.0671	1
1	1-E	5.44%	5.44%	0.0544	1
1	1-F	4.96%	4.96%	0.0496	1
2	2-A	2.45%	2.45%	0.0245	2
2	2-BL	3.22%	3.22%	0.0322	2
2	2-BR	3.22%	3.22%	0.0322	2
2	2-C	4.77%	4.77%	0.0477	2
3	3-BL	3.22%	3.22%	0.0322	3
3	3-BR	3.22%	3.22%	0.0322	3
3	3-C	4.77%	4.77%	0.0477	3
4	4-D	6.01%	6.01%	0.0601	4
4	4-E	5.59%	5.59%	0.0559	4
4	4-F	4.96%	4.96%	0.0496	4
6	6-D	6.09%	6.09%	0.0609	6
6	6-E	5.68%	5.68%	0.0568	6
6	6-F	5.61%	5.61%	0.0561	6
8	8-E	6.70%	6.70%	0.0670	8
8	8-F	5.60%	5.60%	0.0560	8
A	A	6.44%	6.44%	0.0644	A
	B	5.34%	5.34%	0.0534	

REVISED EXHIBIT C
TO
DECLARATION OF OLD FIELD

WASTEWATER DISCHARGE DESIGN LIMITATION AMOUNTS

Building	Unit	Number of Bedrooms	Design Limitation Amount (gallons per day)
1	1-D	3	450
1	1-E	2	300
1	1-F	2	300
2	2-A	1	150
2	2-BL	2	300
2	2-BR	2	300
2	2-C	2	300
3	3-BL	2	300
3	3-BR	2	300
3	3-C	2	300
4	4-D	2	300
4	4-E	2	300
4	4-F	2	300
6	6-D	3	450
6	6-E	2	300
6	6-F	2	300
8	8-E	2	300
8	8-F	2	300
A	A	4	600
	B	3	450

ARCHITECT'S CERTIFICATE

RE: OLD FIELD, SOUTHURY, CONNECTICUT

The undersigned hereby certifies as follows:

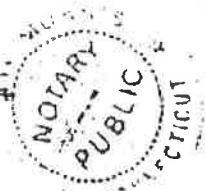
1. That the undersigned is a registered architect licensed by the State of Connecticut under registration number 5825.
2. That this certificate is made pursuant to the provisions of Section 47-220(b) of the Connecticut Common Interest Ownership Act, as amended.
3. That the undersigned does not have any legal or equitable interest in the Condominium.
4. That to the best of the knowledge, information and belief of the undersigned, all structural components of the building shown as Unit 6-F and Unit 6-E on the building plans entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'F' Bldg. 6, Date: March 3, 1998" and "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'E' Bldg. 6, Date: March 3, 1998" by Bennett Sullivan Associates, Southbury, Connecticut that contains or comprises any units created by the Amendment to Declaration of Old Field to which this Certificate is appended are substantially completed in accordance with said building plans which are to be filed with said Declaration.

Dated: March 3, 1998

Hugh John Sullivan
 Hugh John Sullivan AIA
 Registered Architect
 Registration No. 5825

Subscribed and sworn to before me this 4th day of March, 1998.

Patsy R Morris
 Commissioner of the Superior Court
 Notary Public
 My Commission Expires:



Prepared for Record 3/3/98
 at 9:00 o'clock A and
 Recorded in Southbury Land Records
 Vol. 332 Page 13 by
[Signature] Notary Public

PATSY R MORRIS
 NOTARY PUBLIC
 MY COMMISSION EXPIRES
 JULY 31, 2000

**TENTH
AMENDMENT TO DECLARATION
OF
OLD FIELD
(Exercise of Development Rights)**

Whereas, Old Field, Inc., a Connecticut corporation with an office and principal place of business at 457 Main Street North, Southbury, Connecticut (the "Declarant"), has established a Condominium in the Town of Southbury, County of New Haven and State of Connecticut known as "Old Field" pursuant to the Declaration of Old Field made by the Declarant dated March 5, 1997 and recorded in Volume 316 at Page 830 of the Southbury Land Records (the "Declaration"); and

Whereas, Declarant has reserved development rights and special declarant rights in Article VIII of the Declaration and now wishes to partially exercise such rights for the purpose of adding to the Condominium Units 6-E and 6-F contained in Building 6 as shown on the survey on file in the Southbury Town Clerk's office entitled "SURVEY OF OLD FIELD, Main Street North, Southbury, Connecticut, Scale: 1"= 60', June 19, 1996, as revised 12/10/96, 1/16/97, 2/21/97 and 4/2/97, 5/17/97, 6/18/97, 11/18/97 and 1/22/98" by Michael J. Riordan, Licensed Land Surveyor, Riordan Surveying, Woodbury, CT (the "Survey") and as depicted in the Building Plans being filed simultaneously with this Amendment entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'E' Bldg. 6, Date: March 3, 1998" and "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'F' Bldg. 6, Date: March 3, 1998" by Bennett Sullivan Associates (together, "Building Plans Update 10") and related Common Elements and Limited Common Elements.

Now Therefore, Declarant does hereby agree and declare that the Declaration is hereby amended as follows:

1. The Units 6-E and 6-F in Building 6 as shown on the Survey and Building Plans Update 10 (the "Added Units") are hereby added to the Condominium and shall comprise Units therein so that the Condominium shall now consist of twenty (20) Units. The Added Units are identified by building number and letter as set forth on the Survey and Building Plans Update 10. The boundaries of the Added Units are shown on the Survey and Building Plans Update 10 and shall be as described in Section B of Article IV of the Declaration.
2. Portions of Building 6 that abut or serve the Added Units shall be Limited Common Elements allocated to the Added Units as shown on the Survey and Building Plans Update 10 as and to the extent set forth in Article V of the Declaration.
3. The Allocated Interests of the previously created Units and the Added Units are hereby reallocated as provided in Article IX of the Declaration and shall be as set forth in the Revised Exhibit B to the Declaration attached hereto and made a part hereof. All

REVISED EXHIBIT B
TO
DECLARATION OF OLD FIELD

ALLOCATED INTERESTS

Building	Unit	Percentage Interest in Common Elements	Percentage Liability for Common Expenses	Vote	Building
1	1-D	6.71%	6.71%	0.0671	1
1	1-E	5.44%	5.44%	0.0544	1
1	1-F	4.96%	4.96%	0.0496	1
2	2-A	2.45%	2.45%	0.0245	2
2	2-BL	3.22%	3.22%	0.0322	2
2	2-BR	3.22%	3.22%	0.0322	2
2	2-C	4.77%	4.77%	0.0477	2
3	3-BL	3.22%	3.22%	0.0322	3
3	3-BR	3.22%	3.22%	0.0322	3
3	3-C	4.77%	4.77%	0.0477	3
4	4-D	6.01%	6.01%	0.0601	4
4	4-E	5.59%	5.59%	0.0559	4
4	4-F	4.96%	4.96%	0.0496	4
6	6-D	6.09%	6.09%	0.0609	6
6	6-E	5.68%	5.68%	0.0568	6
6	6-F	5.61%	5.61%	0.0561	6
8	8-E	6.70%	6.70%	0.0670	8
8	8-F	5.60%	5.60%	0.0560	8
A	A	8.44%	8.44%	0.0844	A
	B	5.34%	5.34%	0.0534	

REVISED EXHIBIT C
TO
DECLARATION OF OLD FIELD

WASTEWATER DISCHARGE DESIGN LIMITATION AMOUNTS

Building	Unit	Number of Bedrooms	Design Limitation Amount (gallons per day)
1	1-D	3	450
1	1-E	2	300
1	1-F	2	300
2	2-A	1	150
2	2-BL	2	300
2	2-BR	2	300
2	2-C	2	300
3	3-BL	2	300
3	3-BR	2	300
3	3-C	2	300
4	4-D	2	300
4	4-E	2	300
4	4-F	2	300
6	6-D	3	450
6	6-E	2	300
6	6-F	2	300
8	8-E	2	300
8	8-F	2	300
A	A	4	600
	B	3	450

ARCHITECT'S CERTIFICATE

RE: OLD FIELD, SOUTHURY, CONNECTICUT

The undersigned hereby certifies as follows:

1. That the undersigned is a registered architect licensed by the State of Connecticut under registration number 5825.
2. That this certificate is made pursuant to the provisions of Section 47-220(b) of the Connecticut Common Interest Ownership Act, as amended.
3. That the undersigned does not have any legal or equitable interest in the Condominium.
4. That to the best of the knowledge, information and belief of the undersigned, all structural components of the building shown as Unit 6-F and Unit 6-E on the building plans entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'F' Bldg. 6, Date: March 3, 1998" and "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'E' Bldg. 6, Date: March 3, 1998" by Bennett Sullivan Associates, Southbury, Connecticut that contains or comprises any units created by the Amendment to Declaration of Old Field to which this Certificate is appended are substantially completed in accordance with said building plans which are to be filed with said Declaration.

Dated: March 3, 1998

Hugh John Sullivan

Hugh John Sullivan AIA
Registered Architect
Registration No. 5825

Subscribed and sworn to before me this 4th day of March, 1998.

Patsy R Morris

Commissioner of the Superior Court
Notary Public
My Commission Expires:



Received for Record 3/3/98
at 9:00 o'clock A and
Recorded in Southbury Land Records
Vol. 332 Page 13 by
[Signature] Town Clerk

PATSY R MORRIS
NOTARY PUBLIC
MY COMMISSION EXPIRES
JULY 31, 2000

VOL. 332 PAGE 8

**TENTH
AMENDMENT TO DECLARATION
OF
OLD FIELD
(Exercise of Development Rights)**

Whereas, Old Field, Inc., a Connecticut corporation with an office and principal place of business at 457 Main Street North, Southbury, Connecticut (the "Declarant"), has established a Condominium in the Town of Southbury, County of New Haven and State of Connecticut known as "Old Field" pursuant to the Declaration of Old Field made by the Declarant dated March 5, 1997 and recorded in Volume 316 at Page 830 of the Southbury Land Records (the "Declaration"); and

Whereas, Declarant has reserved development rights and special declarant rights in Article VIII of the Declaration and now wishes to partially exercise such rights for the purpose of adding to the Condominium Units 6-E and 6-F contained in Building 6 as shown on the survey on file in the Southbury Town Clerk's office entitled "SURVEY OF OLD FIELD, Main Street North, Southbury, Connecticut, Scale: 1"= 60', June 19, 1996, as revised 12/10/96, 1/16/97, 2/21/97 and 4/2/97, 5/17/97, 6/18/97, 11/18/97 and 1/22/98" by Michael J. Riordan, Licensed Land Surveyor, Riordan Surveying, Woodbury, CT (the "Survey") and as depicted in the Building Plans being filed simultaneously with this Amendment entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'E' Bldg. 6, Date: March 3, 1998" and "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'F' Bldg. 6, Date: March 3, 1998" by Bennett Sullivan Associates (together, "Building Plans Update 10") and related Common Elements and Limited Common Elements.

Now Therefore, Declarant does hereby agree and declare that the Declaration is hereby amended as follows:

1. The Units 6-E and 6-F in Building 6 as shown on the Survey and Building Plans Update 10 (the "Added Units") are hereby added to the Condominium and shall comprise Units therein so that the Condominium shall now consist of twenty (20) Units. The Added Units are identified by building number and letter as set forth on the Survey and Building Plans Update 10. The boundaries of the Added Units are shown on the Survey and Building Plans Update 10 and shall be as described in Section B of Article IV of the Declaration.
2. Portions of Building 6 that abut or serve the Added Units shall be Limited Common Elements allocated to the Added Units as shown on the Survey and Building Plans Update 10 as and to the extent set forth in Article V of the Declaration.
3. The Allocated Interests of the previously created Units and the Added Units are hereby reallocated as provided in Article IX of the Declaration and shall be as set forth in the Revised Exhibit B to the Declaration attached hereto and made a part hereof. All

references in the Declaration to Exhibit B shall hereafter mean and refer to said Revised Exhibit B that is attached hereto and made a part hereof.

4. Waste water discharges from the respective previously created Units and the Added Units shall not exceed the Design Limitation Amounts specified for the respective Units as set forth on Revised Exhibit C to the Declaration attached hereto and made a part hereof. All references in the Declaration to Exhibit C shall mean and refer to said Revised Exhibit C that is attached hereto and made a part hereof.

5. The definition of "Plans" in the Declaration shall hereafter also include Building Plans Update 1D.

6. Except as herein noted, the definitions of words and terms as defined in the Declaration apply to those words and terms as used herein.

7. The certificates of completion with respect to the Added Units required under §47-220(b) of the Connecticut General Statutes, as amended, are attached hereto and made a part hereof.

In Witness Whereof, Declarant has caused this Amendment to be executed this 30th day of March, 1998.

Signed, sealed and delivered in the presence of:

Elizabeth F. Morrill
Elizabeth F. Morrill
Matthew J. Cholewa
Matthew J. Cholewa

Old Field, Inc.

By: Maureen L. Morrill
Maureen L. Morrill
Its President

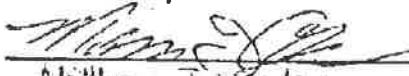
STATE OF CONNECTICUT)

) SS: Southbury

COUNTY OF NEW HAVEN)

On this the 31st day of March, 1998, before me the undersigned officer, personally appeared Maureen L. Morrill who acknowledged herself to be the President of Old Field, Inc., a Connecticut corporation, and that she as such officer, being authorized so to do, executed the foregoing instrument for purposes therein contained, by signing the name of the corporation by herself as such officer as her free act and deed and that of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand.


Matthew J. Chute
Commissioner of the Superior Court

332 PAGE 11

REVISED EXHIBIT B
TO
DECLARATION OF OLD FIELD

ALLOCATED INTERESTS

Building	Unit	Percentage Interest in Common Elements	Percentage Liability for Common Expenses	Vote	Building
1	1-D	6.71%	6.71%	0.0671	1
1	1-E	5.44%	5.44%	0.0544	1
1	1-F	4.96%	4.96%	0.0496	1
2	2-A	2.45%	2.45%	0.0245	2
2	2-BL	3.22%	3.22%	0.0322	2
2	2-BR	3.22%	3.22%	0.0322	2
2	2-C	4.77%	4.77%	0.0477	2
3	3-BL	3.22%	3.22%	0.0322	3
3	3-BR	3.22%	3.22%	0.0322	3
3	3-C	4.77%	4.77%	0.0477	3
4	4-D	6.01%	6.01%	0.0601	4
4	4-E	5.59%	5.59%	0.0559	4
4	4-F	4.96%	4.96%	0.0496	4
6	6-D	6.09%	6.09%	0.0609	6
6	6-E	5.68%	5.68%	0.0568	6
6	6-F	5.61%	5.61%	0.0561	6
8	8-E	6.70%	6.70%	0.0670	8
8	8-F	5.60%	5.60%	0.0560	8
A	A	6.44%	6.44%	0.0644	A
	B	5.34%	5.34%	0.0534	

VOL: 332 PAGE 12

REVISED EXHIBIT C
TO
DECLARATION OF OLD FIELD

WASTEWATER DISCHARGE DESIGN LIMITATION AMOUNTS

Building	Unit	Number of Bedrooms	Design Limitation Amount (gallons per day)
1	1-D	3	450
1	1-E	2	300
1	1-F	2	300
2	2-A	1	150
2	2-BL	2	300
2	2-BR	2	300
2	2-C	2	300
3	3-BL	2	300
3	3-BR	2	300
3	3-C	2	300
4	4-D	2	300
4	4-E	2	300
4	4-F	2	300
6	6-D	3	450
6	6-E	2	300
6	6-F	2	300
8	8-E	2	300
8	8-F	2	300
A	A	4	600
	B	3	450

VOL 332 PAGE 13

ARCHITECT'S CERTIFICATE

RE: OLD FIELD, SOUTHURY, CONNECTICUT

The undersigned hereby certifies as follows:

1. That the undersigned is a registered architect licensed by the State of Connecticut under registration number 5825.
2. That this certificate is made pursuant to the provisions of Section 47-220(b) of the Connecticut Common Interest Ownership Act, as amended.
3. That the undersigned does not have any legal or equitable interest in the Condominium.
4. That to the best of the knowledge, information and belief of the undersigned, all structural components of the building shown as Unit 6-F and Unit 6-E on the building plans entitled "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'F' Bldg. 6, Date: March 3, 1998" and "BUILDING PLANS, OLD FIELD, Main Street North, Southbury, Connecticut, Unit 'E' Bldg. 6, Date: March 3, 1998" by Bennett Sullivan Associates, Southbury, Connecticut that contains or comprises any units created by the Amendment to Declaration of Old Field to which this Certificate is appended are substantially completed in accordance with said building plans which are to be filed with said Declaration.

Dated: March 3, 1998

Hugh John Sullivan
 Hugh John Sullivan AIA
 Registered Architect
 Registration No. 5825

Subscribed and sworn to before me this 4th day of March, 1998.

Patsy D. Morris
 Commissioner of the Superior Court
 Notary Public
 My Commission Expires:



Received for Record 3/5/98
 at 9:46 o'clock A and
 Recorded in Southbury Land Records
 Vol. 332 Page 13 by
Sharon A. Smith Town Clerk

PATSY D. MORRIS
 NOTARY PUBLIC
 MY COMMISSION EXPIRES
 JULY 31, 2000