DECLARATION OF COVENANTS,

RESTRICTIONS AND EASEMENTS

BY BETHEL DEVELOPMENT CORPORATION

PLUMTREE HEIGHTS

BETHEL, CONNECTICUT

Prepared By

Attorney James G. Englis
Englis & Nickowitz
955 Main Street
Bridgeport, Connecticut

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DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

BETHEL, CONNECTICUT

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

DECLARATION made this 2nd day of May, 1973, by BETHEL DEVELOPMENT CORPORATION, a Connecticut corporation having its principal office in Bethel, Connecticut, hereinafter referred to as Developer.

WITNESSETH:

WHEREAS, Developer is the owner of certain real property known as Plumtree Heights, described in Schedule A annexed hereto and made a part hereof;

WHEREAS, Plumtree Heights is to be developed for residential purposes in several separate condominiums with some of the condominiums having age restrictions;

WHEREAS, Developer will construct recreation areas, an administrative building, walks and roads for the benefit and social welfare of the Owners of the units within said condominiums

WHEREAS, it is the general purpose and intention that Plumtree Heights be operated and maintained on an integrated and participating basis among all of the separate condominiums and their respective condominium associations;

WHEREAS, Developer desires to provide for the preservation of the values and amenities in Plumtree Heights and for the preservation, maintenance and improvement of said recreation areas, administrative building and common facilities and to that end desires to subject the real property described in Schedule A hereof and such additional real property as may be added thereto to the covenants, restrictions, easements, charges, assessments and liens set forth herein;

WHEREAS, Developer has deemed it desirable to create an agency which shall hold title to the recreation areas and

administrative building and to which should be delegated the powers of maintaining, improving and administrating the aforesaid facilities, promoting the social welfare of the owners of units in the condominiums, administrating and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;

WHEREAS, Developer has caused to be incorporated as a Nonstock Corporation under the laws of Connecticut, Plumtree Heights Owners Association, Inc. for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Developer declares that the real property described in Schedule A hereof and such additional real property as may be added thereto pursuant to the terms hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, assessments, charges and liens (hereinafter called collectively, "Covenants and Restrictions") hereinafter set forth.

SECTION I

DEFINITIONS

As used in this Declaration of Covenants, Restrictions and Easements and all amendments hereof, unless the context otherwise requires, the following definitions shall prevail:

1. Declaration means this instrument, as it may be from time to time amended.

2. Owners Association means Plumtree Heights Owners Association, Inc., a non-profit, non-stock corporation organized and existing under the laws of the State of Connecticut and having its office in Bethel, Connecticut.

3. By-laws means the By-Laws of the Plumtree Heights Owners Association, Inc.

4. Plumtree Heights means a planned unit development to be composed of several separate condominiums situated on the northerly side of Maple Avenue in the Town of Bethel, County of Fairfield and State of Connecticut.

5. Unit means a condominium unit in one of the condominiums at Plumtree Heights.

6. Owner means any person, persons or legal entity owning an interest in a unit at Plumtree Heights.

7. Member means any owner of a unit at Plumtree Heights.

8. Assessment means a sum of money computed by the Board of Directors of Plumtree Heights Owners Association, Inc. to be the sum due from each member to meet the regular and ordinary expenses in accordance with the By-Laws, annually.

9. Special Assessment means a sum of money computed by the Board of Directors of Plumtree Heights Owners Association, Inc. to be the sum due from each member to meet an extraordinary or capital expenditure in accordance with the By-Laws.

COVENANT FOR MAINTENANCE ASSESSEMENTS

The owner of each unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Owners Association assessments, special assessments and maintenance charges as follows:

1. Every owner of any unit which is subject by covenants of record to assessments by the Owners Association shall be a member of the Owners Association.

A. The members of the Owners Association shall not be entitled to vote until

(1) The sale of the last unit

(2) January 1, 1980; or

(3) At an earlier date at the option of the developer, whichever shall first occur. Thereafter the Owners Association shall have one class of voting membership in accordance with the following:

Except as hereinafter provided in this section each member of the Owners Association as defined in Section I hereof shall be entitled to one vote for each unit in which he holds the interest required for membership by Section I. When more than one person holds such interest in a unit, all such persons shall be members, and the vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any unit.

2. Each owner of a unit shall pay an annual assessment to the Owners Association. Such assessments shall be paid in twelve (12) equal monthly installments which shall be payable on the first of each month during the assessment period.

3. The Board of Directors of the Owners Association, after consideration of the current costs and future needs shall establish an annual budget and shall levy assessments equally against the owners of said units in proportion to the total number of units subject to this Declaration and against any additional

units brought within this Declaration. The total assessment shall be equal to the proposed budget.

4. Such assessment shall be used for but not limited to, the following purposes:

A. Repair, maintenance and snow removal on all of the roads and walks in Plumtree Heights;

B. Care, maintenance and supervision of the recreation areas and allied facilities and administrative building.

C. Insurance for the recreation areas and allied facilities, roads, walks and administrative building, including liability insurance for all of Plumtree Heights;

D. Street lighting;

E. Real Estate taxes;

F. Promoting the social welfare of the Owners.

5. Special assessments may be levied by the Owners Association against the respective members thereof only after approval by the membership of the Owners Association at a meeting specially called for that purpose and by a vote of 2/3rds of the members present and voting, either in person or by proxy in accordance with the By-Laws.

6. Capital improvements may only be built from surplus funds raised by assessments and/or special assessments of said Owners Association.

7. Special assessments shall be payable as voted by the membership at the special meeting called to establish the special assessment.

8. All assessments and special assessments, together with interest thereon and all costs of collection thereof, including reasonable attorney's fees, shall be a charge on the property and a continuing lien upon the property against which

such assessment is made and shall also be the personal obligation of the owner of such property at the time the payment thereof shall become due.

9. Annual assessments for each year shall be fixed as promptly as practicable after October 1 of the previous year, and shall be payable monthly commencing on January 1 of the following year.

10. Interest on all assessments and special assessments shall accrue at the rate of 1% per month from the due date in the event payment of such assessments and special assessments has not been made within thirty (30) days of the due date.

11. The lien of the assessments and special assessments provided for herein shall be subordinate and second in lien to the lien of any first mortgage placed upon a unit and held by a bank, insurance company or savings and loan association or the successors and assigns of same.

12. The following property subject to this Declaration shall be exempt from the assessments, special assessments and liens created herein;

(a) All properties to the extent of any easement or other interest therein dedicated to and accepted by a public authority and devoted to public use;

(b) recreation areas;

(c) roads;

(d) all public utility easements.

(e) administrative building.

EASEMENTS AND RIGHTS

1. The Developer will build certain roads, walks, recreation areas and administrative building in Plumtree Heights.

2. The Developer will convey title to the recreation areas and administrative building to the Owners Association upon any of the following events taking place;

A. The sale of the last unit;

B. January 1, 1980; or

C. At an earlier date at the option of the Developer, whichever shall first occur.

3. The intention of the Developer is that the recreation areas and facilities shall be used by all of the unit owners in all the separate condominiums, their families, tenants and guests in Plumtree Heights, as well as by all future owners, their families, tenants and guests with the following exceptions:

A. Recreation Area No. 1 shall be limited to use by condominiums without age restriction;

B. Recreation Area No. 2 shall be limited to use by condominiums with age restriction.

4. The intention of the Developer is that the administrative building shall be used for, but not limited to, the following purposes:

A. Sales and construction office for the Developer until conveyed to Owners Association as set forth above;

B. General administrative office for the Owners Association;

C. Mail delivery and pickup;

D. School bus pickup.

5. Developer desires to establish easements for owners' access, ingress and egress between all of the separate condominiums within Plumtree Heights and the public highway, the recreation areas, administrative building and other community facilities and to provide for the rights and obligations resulting

from the mutual, reciprocal and interdependent use of such community areas and facilities, all as hereinafter provided, and to provide for such contingencies as may arise by reason of the fact that such condominiums are owned by more than one group of condominium unit owners, therefore, Developer, for itself, its successors and assigns, hereby declares the following:

A. Nonexclusive easements and rights in common with Developer and all others to whom said Developer has or may hereafter grant rights are hereby established and reserved in favor and for the benefit of each condominium unit erected in Plumtree Heights, their families and guests, to use the community areas and facilities for the respective intended purposes. A right-of-way for access, ingress and egress, on foot is also granted in, to, upon and over the roads, walks, footpaths and parking areas in Plumtree Heights.

B. All easements and rights established and reserved herein shall be subject to such reasonable rules and regulations as Developer, its successors and assigns may from time to time impose.

C. Nothing contained herein shall prevent Developer, its successors and assigns, or any other person or party joining with it from:

(1) Granting easements and rights of way under or over Plumtree Heights to utilities, including but not limited to gas, electricity, telephone, water and sewerage, and for the maintenance and repair thereof;

(2) Granting easements and rights of way under or over Plumtree Heights for community antenna services for television and for cable television, and for the maintenance and repair thereof;

(3) Providing for the relocation of existing easements and rights of way affecting said Plumtree Heights. Such rights are specifically reserved to Developer for as long as it shall be the owner of any condominium unit in Plumtree Heights.

D. Easement, rights and privileges established by this instrument shall be for the convenience and benefit of the unit owners in Plumtree Heights, their tenants, families and guests. This instrument does not constitute a dedication for public use and the above stated easements, rights and privileges herein created are private and do not constitute a grant for public uses.

E. Said property described in Schedule A and any property added thereto are also subject to the right reserved to Developer, its successors and assigns to pass and repass over all roads, sidewalks, driveways and pathways presently existing and/or to be constructed for all purposes for which roads, sidewalks, driveways and pathways are commonly used, including the transportation of construction materials and the right to connect to and extend all utilities, drainage lines, sewerage lines and the right to grant easements therefore to other condominiums that may be created by the Developer as set forth herein.

SECTION IV

AMENDMENTS

The Covenants and Restrictions set forth herein or in any declaration supplementary hereto may be amended at any time by a vote of 90% of the aggregate voting strength of the membership of the Owners Association ratified by Developer so long as it shall own any unit and a majority of the Board of Directors, provided:

1. No such amendment shall be effective unless written notice of the proposal thereof shall be sent to every member of the Owners Association at least ninety (90) days in advance of the meeting at which the same is considered;

2. An instrument setting forth such amendment and signed by the Secretary of the Owners Association in the manner required for the conveyance of real property is recorded in the Bethel Land Records.

SECTION V

MISCELLANEOUS

1. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owners Association, or the Owner of any land subject to this Declaration of any declaration supplementary hereto, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless this Declaration is amended by the manner provided in Section IV.

2. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent when mailed in a sealed envelope postpaid, to the last known address of the person who appears as a member on the records of the Owners Association at the time of such mailing.

3. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or inequity against any person or persons violating or attempting to violate any Covenant or Restriction either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Owners Association or any Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

5. The title headings as to the contents of particular Sections are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, a part of this Declaration nor in any way define, limit or describe the scope or intent of the particular section or clause to which they refer.

IN WITNESS WHEREOF, Bethel Development Corporation has caused its corporate hand and seal to be [illegible]

President, hereunto duly authorized, this 2nd day of May, 1973.

Signed, sealed and delivered
in the presence of:

Margaret Isser

James G. Englis

BETHEL DEVELOPMENT CORPORATION

BY: James G. Iulo
Its President

STATE OF CONNECTICUT)
) ss. Bethel May 2nd, 1973
COUNTY OF FAIRFIELD)

Personally appeared James G. Iulo, President of Bethel Development Corporation, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

James G. Englis
Commissioner of the Superior Cou

CONSENT

The undersigned holders of mortgages affecting the premises designated in Schedule A of the foregoing Declaration of Covenants and Restrictions do hereby consent to the recording of this document and join in the execution thereof.

Joseph P. Coyne, Jr.

Margaret A. Girard

James G. Englis

Margaret Isser

Arlen D. Nickowitz

Catherine M. Ellison

Ronald Lobdell

John J. Powers

CITY SAVINGS BANK OF BRIDGEPORT

BY William E. Howe
Its Vice President & Secretary

DAVID C. JUDD

JAMES G. ENGLIS, TRUSTEE

UNION TRUST COMPANY

BY G. H. Wiese
G. H. WIESE,
ITS VICE PRESIDENT
HEREUNTO DULY AUTHORIZED

STATE OF CONNECTICUT)
) ss. Bridgeport May 2, 1973
COUNTY OF FAIRFIELD)

Personally appeared William E. Howe, of the City Savings Bank of Bridgeport, Signer and Sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said Corporation, before me.

Margaret A. Girard, Notary

My Commission Expires April 1, 1976

STATE OF CONNECTICUT)
) ss. Bethel May 2, 1973
COUNTY OF FAIRFIELD)

Personally appeared David C. Judd, Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

James G. Englis
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss. Bridgeport May 2, 1973
COUNTY OF FAIRFIELD)

Personally appeared James G. Englis, Trustee, Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

Arlen D. Nickowitz
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss. Bethel May 2, 1973
COUNTY OF FAIRFIELD)

Personally appeared G. H. Wiese, Vice President of Union Trust Company, Signer and Sealer of the foregoing instrumen and acknowledged the same to be the free act and deed of said bank, and his own free act and deed, as Vice President thereof, before me.

~~James G. Englis~~
Commissioner of the Superior Court

SCHEDULE A

DESCRIPTION OF PROPERTY

All that certain piece or parcel of land, situated in the Town of Bethel, County of Fairfield and State of Connecticut, shown and designated on a certain map entitled "Plumtree Heights, Site Plan, Bethel Development Corp., Bethel, Conn.", which map is on file in the Bethel Town Clerk's Office in Map File 13, Maps Nos. 139 and 139A, excepting therefrom any portions of the above described premises that may be conveyed to the Town of Bethel for road purposes.

DECLARATION OF UNIT OWNERSHIP

PLUMTREE HEIGHTS CONDOMINIUM NO.

BETHEL, CONNECTICUT

SUBMITTED BY BETHEL DEVELOPMENT CORPORATION
BETHEL, CONNECTICUT

Prepared by

Attorney James G. Englis
Englis & Nickowitz
955 Main Street
Bridgeport, Connecticut

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DECLARATION OF UNIT OWNERSHIP

SCHEDULES ATTACHED

PLUMTREE HEIGHTS CONDOMINIUM

DECLARATION OF CONDOMINIUM PURSUANT TO CHAPTER 825 OF THE CONNECTICUT GENERAL STATUTES, REVISION OF 1958, AS AMENDED, KNOWN AS UNIT OWNERSHIP ACT.

Bethel Development Corporation, a corporation organized and existing under the laws of the State of Connecticut with its principal place of business in the Town of Bethel, County of Fairfield within said State, hereinafter referred to as "Declarant", does hereby declare:

ARTICLE 1

SUBMISSION TO UNIT OWNERSHIP ACT

Declarant as the sole owner in fee simple absolute of the land hereinafter described, together with the improvements thereon and to be erected thereon and all easements, rights and appurtenances belonging or to belong thereto (collectively known as the "property") does hereby submit such property to Chapter 825 of the Connecticut General Statutes, Revision of 1958, as amended, known as the Unit Ownership Act. The property will be known as "Plumtree Heights Condominium ", and hereinafter will be referred to as "the condominium". Reference is made to Schedule C appended hereto, filed in the Town Clerk's Office of the Town of Bethel, as

ARTICLE 2

DEFINITIONS

As used in this declaration and the accompanying bylaws, unless the context otherwise requires:

Section 1. Declaration: Declaration means this instrument by which the property is submitted to the provisions of the Unit Ownership Act and this instrument as it from time to time may be amended.

Section 2. Unit: A part of the property including

one or more rooms or enclosed spaces located on one or more floors or parts thereof in a building intended for residential use, and with a direct exit to a public street or highway or to a Common Area leading to such street or highway. It shall comprise one of the separate and numbered Units including basement area which are designated in Schedule C to this Declaration, excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings and fireplace dampers of each Unit, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished surfaces of all interior bearing walls, sides of fireplaces and/or bearing partitions, and further excluding all pipes, ducts, wires, conduits and other furnishing of utility services to units and common areas and facilities, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished surfaces of the basement walls, basement floor and above the ceiling - floor joists. Doors and windows open from a Unit shall be deemed part of the Unit.

Section 3. Unit Owner: The person or persons owning a Unit in fee simple and an undivided interest in fee simple of the Common Areas in the percentage specified and established in this Declaration.

Section 4. Common Areas and Facilities: The common areas and facilities shall mean and comprise all of the real property, improvements and facilities of Plumtree Heights Condominium , other than the Units, as same are herein defined, and shall include the following:

(a) the land on which the buildings are located;

(b) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, and entrances and exits of the building;

(c) the basements, yards, gardens, parking areas and storage spaces;

(d) the premises for the lodging of janitors or persons in charge of the property, if any;

(e) installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating;

(f) the tanks, pumps, motors, fans, compressors, ducts and, in general, all apparatus and installations existing for common use;

(g) such community facilities as may be provided for in the declaration;

(h) easements through Units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and common areas and facilities;

(i) easements of support in every portion of a Unit which contributes to the support of the improvements;

(j) all personal property held and maintained for the joint use and enjoyment of all the owners of all such Units;

(k) all easements and/or rights of way serving or benefiting the Property over and across any roads, streets, or highways for ingress or egress or any other lawful purposes; and

(l) all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

Section 5. Community Areas and Facilities: Those areas and facilities, including, but not limited to, recreational facilities, streets, roadways, open spaces and the premises owned by the Plumtree Heights Owners Association, Inc. lying in part inside and in part outside of Plumtree Heights Condominium No. 1 and which benefit both the owners of units within Plumtree Heights Condominium No. and the owners of units in other condominiums, either proposed or existing, within the tract of land owned by the Declarant and known as Plumtree Heights.

Section 6. Limited Common Areas: All those Common Areas designated in this Declaration as reserved for the use of a certain Unit or Units to the exclusion of other Units.

Section 7. Common Expenses:

(a) Expenses of administration, maintenance,

repair or replacement of the common area or facilities.

(b) Expenses declared Common Expenses by Provisions of this Declaration or the Bylaws.

(c) Expenses agreed upon as Common Expenses by the Association and lawfully assessed against the Unit Owners in accordance with the Bylaws.

(d) Any and all expenses and charges of Plumtree Heights Owners Association, Inc.

Section 8. Majority or Majority of Unit Owners: The owners of more than 50% in the aggregate in interest of the undivided ownership of the common areas and facilities as specified in this declaration. Any specified percentage of unit owners means such percentage in the aggregate of such undivided ownership and for all voting purposes as provided in this declaration and in the bylaws attached hereto. Regardless of how said provisions are worded, each unit owner shall have a vote equal to such percentage.

Section 9. Condominium: Condominium, for the purposes of this declaration, means an apartment development wherein individual units are owned by individual unit owners in fee simple absolute with each unit owner entitled to the exclusive ownership and possession of his unit, and with each unit owner being entitled to an undivided interest as specified in this declaration in the common areas and facilities of the whole property.

Section 10. Unit, Garage: One of eighteen separate Units as shown on Schedule C attached hereto, designed for the parking of motor vehicles and related miscellaneous storage.

Section 11. Unit, Residential: One of thirty separate Units as shown on Schedule C attached hereto, designed for residential purposes.

Section 12. Appurtenant Interest:

(a) The undivided interest in the Common Areas appurtenant to a Unit;

Units previously acquired by the Association or its designee on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and

(c) The interest of a Unit Owner in any other asset of the Condominium.

Section 13. Person: Any entity legally capable of holding an interest in land under the laws of the State of Connecticut.

Section 14. Common Charge: The charge assessed against each Unit for the periodic share of Common Expenses allocated to a Unit, which is in proportion to the Unit's share of the Common Areas as outlined on Schedule D attached hereto.

Section 15. Association: The incorporated entity known as Plumtree Heights Condominium No. , Inc. comprising as its members all of the unit owners within Plumtree Heights Condominium No. ' acting as a group in accordance with the bylaws and declaration, which bylaws are attached hereto and made a part hereof.

Section 16. Owners Association: The incorporated entity known as Plumtree Heights Owners Association, Inc., a non-stock corporation comprising as its members all unit owners within the overall community known as Plumtree Heights.

Section 17. Plumtree Heights: A planned unit development to be composed of several separate condominiums situated on the northerly side of Maple Avenue in the Town of Bethel, County of Fairfield and State of Connecticut.

ARTICLE 3

DESCRIPTION OF LAND

The land owned by the Declarant, which is hereby submitted to the condominium form of ownership under the "Unit

[illegible] hereof. Said premises are subject to the encumbrances, easements and restrictions set forth herein and in said Schedule A.

ARTICLE 4

DESCRIPTION OF BUILDINGS

A detailed description of the buildings stating the number of units, and the principal materials of which the buildings, which the Declarant is going to erect upon the land described in Article 3 hereof, are to be constructed is more particularly set forth in Schedule B, which schedule is attached hereto and made a part hereof. Also annexed hereto and made a part hereof as Schedule C, is a survey of the land and a set of floor plans for each building showing the immediate common area to which each unit has access.

ARTICLE 5

IDENTIFICATION OF UNITS

Annexed hereto and made a part hereof as Schedule D is a list of all residential units and garage units in each of the buildings, their building and unit designation, unit type, number of rooms, approximate areas and percentage interest in common areas.

ARTICLE 6

DESCRIPTION OF COMMON AREAS

The Common Areas are all portions of the Condominium except the Units, as more particularly set forth in Exhibit B, C and D attached hereto.

ARTICLE 7

DESCRIPTION OF LIMITED COMON AREAS

Limited Common Areas means and includes those common

areas designated in this Declaration and the Schedules attached hereto as reserved for use of a certain unit or certain units to the exclusion of other units. Limited common areas shall include but not be limited to deck and patio connected to each unit.

ARTICLE 8

COMMUNITY AREAS AND FACILITIES

Those areas and facilities, including, but not limited to, Recreation Area No. , roadways, open spaces and Administrative Building and which benefit both the owners of units within Plumtree Heights Condominium No. and the owners of units in other condominiums, either proposed or existing, within the tract of land owned by the Declarant and known as "Plumtree Heights". The said Recreation Area No. and the Administrative Building shall be owned by Plumtree Heights Owners Association, Inc. The owners of units within Plumtree Heights Condominium No . shall be restricted to the use of Recreation Area No. .

ARTICLE 9

PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS APPERTAINING TO EACH UNIT AND ITS OWNER

Percentage of the undivided interest in the Common Areas appertaining to each Unit and its owner is more particularly set forth in Schedule D attached hereto. The total percentage of the undivided interests of all the Units is one hundred percent (100%).

ARTICLE 10

USES, PURPOSES AND RESTRICTIONS

The buildings and each of the Units are intended to be used for the following purposes, and their use is hereby restricted as follows:

Section 1. No Unit Owner shall permit use of his Unit for transient,hotel or commercial purposes, except as provided herein. No Unit may be divided or subdivided into a smaller

Unit, nor may any Unit or portions thereof be added to or incorporated into another Unit, nor any portion thereof sold or otherwise transferred without first amending the Declaration to show the changes in the Units to be affected thereby. Notwithstanding any other provisions of this section to the contrary, however, the Declarant has the right until all Units are initially sold by it to use any Unit or Units owned by it and Limited Comon Areas and Common Areas for models and for sales and administrative offices.

Section 2. Each Residential Unit is hereby restricted to residential use by the Unit Owner therof, his lessees, his immediate family, guests and invitees. Each Residential Unit shall be permanently occupied by no more that two persons per bedroom as a residence and for no other purpose.

Section 3. Each Garage Unit is hereby restricted to use for parking a motor vehicle owned by the Unit Owner of the Garage Unit, and for miscellaneous storage purposes. Garage Units may be leased only to other Residential Unit Owners. Garage units may only be owned by Residential Unit Owners.

Section 4. The use of the Common Areas by all the Unit Owners and all other persons authorized to use the same and the use of Limited Common Areas by the Unit Owners and all other persons authorized to use the same, shall be at all times subject to the Bylaws and such Rules and Regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the Board of Directors.

Section 5. The Association, acting by its Board of Directors, shall have the right to levy, without further legal action, liquidated charges for violations of these regulations and such other rules and regulations which may be duly adopted by it, provided that the charge for a single violation may not exceed Five Dollars ($5.00). For each day that a violation continues after notice, it shall be considered a separate violation. Any charge so levied is to be collected as a Common Charge against the particular Unit Owner involved, and collection may be enforced by the Board of Directors in the same manner as it is entitled to enforce collection of Common Charges.

This applies to Plumtree Heights

Condominium No. 4 ONLY !

Section 6. Occupancy of any unit shall be limited to any person of the age of twenty-one (21) years or over; or a husband or wife, regardless of age, residing with his or her spouse provided the spouse of such person is the age of twenty-one (21) years or over, or the child or children residing with a permissable occupancy provided the child or children is or are of the age of seventeen (17) years. The foregoing occupancy restrictions shall not be construed to prevent the occupants of any of the units from entertaining guests of any age in their units, including temporary residency not to exceed six (6) months.

Such levy of charges shall not replace or abrogate any action for damages or injunctive relief as provided by law.

ARTICLE 11

PERSON TO RECEIVE SERVICE

Attorney James G. Englis of the law firm of Englis & Nickowitz, with an office at 955 Main Street, Bridgeport, Connecticut, shall be the person upon whom service of process shall be made in all cases provided under the Unit Ownership Act of the State of Connecticut and as otherwise provided by law.

ARTICLE 12

ENCHROACHMENTS

If any portion of the Common Areas now encroaches upon any Unit or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas as a result of the construction of the buildings, or if any such encroachment shall occur hereafter as a result of the settling or shifting of the buildings, a valid easement for the encroachment and for the maintenance of the same so long as the buildings stand shall exist. In the event any building, any Unit, any adjoining Unit, or any adjoining Common Areas shall be partially or totally destroyed as a result of fire or as a result of other casualty or as a result of a condemnation or eminent domain proceedings and then rebuilt, encroachments of parts of the Common Areas upon any Unit or upon any portion of the Common Areas due to such rebuilding shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as the buildings stand.

ARTICLE 13

PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS

Each Unit shall have an easement in common with all other Units to use all pipes, wires, ducts, cables, conduits,

public utility lines and other elements located in any of the other Units or Common Areas and serving his Unit. Each Unit and the Common Areas shall be subject to an easement in favor of other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other elements serving other Units or Common Areas and located in each such Unit. In addition, each Unit shall be subject to, and shall have such easements of support and shelter from and over such other Units and the Common Areas as may be necessary for the quiet enjoyment of such Unit. The Board of Directors shall have the right to reasonable access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the elements common to it and other Units or Common Areas and such appliances and facilities which the Association has the duty to maintain contained therein or elsewhere in the buildings.

ARTICLE 14

POWER OF ATTORNEY TO BOARD OF DIRECTORS

Each Unit Owner shall and does by the acceptance of his deed, grant to the persons who shall, from time to time, constitute the Board of Directors an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose Unit Owner desires to surrender, sell, or lease the same or which may be the subject of foreclosure or other judicial sale in the name of the Board of Directors or its designees, corporate or otherwise, on behalf of all Unit Owners and to convey, sell, lease, mortgage or otherwise deal with any such Units so acquired or to sublease any Units so leased by the Board of Directors.

ARTICLE 15

UNITS SUBJECT TO DECLARATION, BYLAWS, RULES AND REGULATIONS

All present and future Unit Owners, tenants, mortgagees and occupants of Units where applicable, shall be subject to and shall comply with the provisions of this Declaration and the Bylaws attached hereto and as they may be amended from time to time, as well as to any Rules and Regulations which may be adopted by the Board of Directors. The acceptance of a deed or

occupancy of a Unit shall constitute agreement that the provisions of this Declaration and Bylaws and Rules and Regulations which may be adopted by the Board of Directors, and as they may be amended from time to time, are accepted and ratified by such Unit Owner, tenant, occupant or mortgagee and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. All of such provisions shall inure to the benefit of and be enforceable by the Unit Owners acting through the Association, their respective legal representatives, heirs, successors and assigns.

ARTICLE 16

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

This property is subject to a certain Declaration of Covenants, Restrictions and Easements, dated and recorded in Volume at Page in the Bethel Land Records. These covenants and restrictions run with the land and are not subject to change except as provided therein. This property is also subject to the rights reserved by the Developer as set forth in Schedule A.

ARTICLE 17

CONDEMNATION

Section 1. Partial Taking Without Direct Effect on Units: If part of the Condominium shall be taken or condemned by any authority having the power of eminent domain, such that no Unit, nor Limited Common Area appurtenant thereto is taken, all compensation and damages for and account of the taking of the Common Area, exclusive of compensation for consequential damages to certain affected Units, shall be payable to the Trustee as trustee for all Unit Owners and mortgagees according to the loss or damages to their respective interests in such common areas. The Association, acting through the Board of Directors, shall have the right to act on behalf of the Unit Owners with respect to the negotiation and litigation of the

issues with respect to the taking and compensation affecting the Common Areas, without limitation on the right of the Unit Owners to represent their own interests. Such proceeds shall be used in accordance with the provisions of the Bylaws. Nothing herein is to prevent Unit Owners whose Units are specially affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Units, or personal improvements therein, exclusive of damages relating to Common Areas. In the event that the condemnation award does not allocate consequential damages to specific Unit Owners, but by its terms includes an award for reduction in value of Units without such allocation, the award shall be divided between affected Unit Owners and the Trustee as the interest may appear by arbitration in accordance with the rules of the American Arbitration Association.

Section 2. Partial or Total Taking Directly Affecting Units: If part or all of the Condominium shall be taken or condemned by any authority having the power of eminent domain, such that any Unit or a part thereof (including Limited Common Areas assigned to any Unit) is taken, the Association shall have the right to act on behalf of the Unit Owners with respect to Common Areas as in Section 1 of this Article, and the proceeds shall be payable as outlined therein. The Unit Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Units. The awards so made shall be distributed through the Trustee first to restore the Units and common areas or facilities on the remaining land of the Condominium in the same manner as provided for restoration under the Bylaws to the extent possible, attempting to rebuild buildings containing new Units of the same number, size and basic plan as the Units taken with any excess award distributed in accordance with the provisions of the Bylaws. In the event that the Board of Directors determines that such taking so removes land and buildings containing Units that they cannot effectively be restored or

replaced substantially in compliance with the building plans, and unless seventy-five percent (75%) of the Unit Owners and holders of first mortgages encumbering seventy-five percent (75%) of the undivided interest in the Common Areas subject to mortgages vote to accept an alternative plan, then the Association shall submit the issue to arbitration in accordance with the Rules of the American Arbitration Association for remedies with respect to the continued existence or reform of the Condominium, the division of the award as to the taken and remaining Units, and such other remedies as may be required.

ARTICLE 18

NO SEVERANCE OF OWNERSHIP

No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or such other disposition of such part of the Appurtenant Interests of all Units, as provided by the Unit Ownership Act.

ARTICLE 19

MORTGAGEE STATUS

A mortgagee acquiring title to a Unit by foreclosure or by deed in lieu of foreclosure shall continue to be considered a mortgagee as well as the owner of such Unit until such time as a document evidencing an intent to merge the legal and equitable interest is executed by the mortgagee and is recorded in the land records.

ARTICLE 20

IMPROVEMENTS UNDER CONSTRUCTION

The Declarant reserves the right to make changes, including size, materials and design in any Unit or building as it deems advisable, provided that each Unit shall remain substantially the same in size, location, materials and other particulars, and provided that such modifications do not result in an increase of obligations with respect to Common Areas of any Unit Owner (other then Declarant) at the time of such modification.

The Declarant reserves to itself the right to control, as to such improvements as are under construction or which are to be constructed, all elements of construction, management and access until such improvements (or portion thereof) have been completed.

ARTICLE 21

AMENDMENT OF DECLARATION

This declaration may be amended by the vote of at lease 51% of the Unit Owners so long as the Declarant is the owner of one or more units. At such time as the Declarant is no longer the owner of one or more units, it is specifically provided that this declaration may only be amended by the vote of at least 75% of all Unit Owners cast in person or by proxy at a meeting duly held in accordance with the provisions of the by-laws. Provided, however, that any such amendment shall have been approved in writing by all mortgagees who are the holders of 50% of all outstanding mortgages comprising first liens on such Units. No such amendment shall be effective until recorded in the office of the Town Clerk of the Town of Bethel, Connecticut.

ARTICLE 22

NAME OF BUILDING

All the buildings on the property shall be known as Plumtree Heights Condominium No. 1.

ARTICLE 23

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

ARTICLE 24

GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

ARTICLE 25

WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 26

INVALIDITY

The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE 27

CONFLICTS

This Declaration is set forth to comply with the requirements of the Unit Ownership Act. In the event of any conflict between this Declaration and the provisions of the Unit Ownership Act, the provisions of such statute shall control.

ARTICLE 28

VOTING

Whenever Unit Owners are to vote on any matter affecting this Declaration, such voting shall be conducted by them as members of the Association and in accordance with the provisions established in the Bylaws.

ARTICLE 29

OBLIGATIONS OF DECLARANT

Nothing herein contained shall be construed or interpreted as a representation by the Declarant as to any future

development of other property owned by it within Plumtree Heights. Reference has been made to such future development plans for illustrative purposes only, and nothing herein shall impose any obligation upon the Declarant to develop future condominiums or community facilities beyond those specifically delineated in this Declaration. By acceptance of a deed, each Unit Owner specifically agrees to be bound by the representation and limitations of this Article 29.

IN WITNESS WHEREOF, the Declarant has hereunto set and caused this Declaration to be executed by its duly authorized officer and its corporate seal to be hereunto affixed this 22nd day of October, 1973.

Signed, Sealed & Delivered
in the Presence of:

James G. Englis

Phyllis Piccolello

BETHEL DEVELOPMENT COMPANY

BY _____ (L.S.)
James G. Iulo
Its President
Duly Authorized

STATE OF CONNECTICUT)
) ss. Bridgeport October 22, 1973
COUNTY OF FAIRFIELD)

Personally appeared James G. Iulo, President of Bethel Development Corporation, signer and sealer of the foregoing instrument, and ackknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

James G. Englis
Commissioner of the Superior Court

SCHEDULE A

LEGAL DESCRIPTION OF PROPERTY

The land owned by the Declarant, which is hereby submitted to the condominium form of ownership under the Unit Ownership Act, is the land described in Schedule C attached hereto.

All that certain piece or parcel of land, together with all the buildings and improvements thereon standing, situated in the Town of Bethel, County of Fairfield and State of Connecticut, more particularly shown and designated as Plumtree Heights Condominium No. 1 on a survey and map entitled, "Plumtree Heights Condominium No. 1, Bethel, Connecticut, Total Area = 7.764 Acres" certified substantially correct by Henricis', David L. Ryan, L.S., dated April 10, 1973, which survey is filed in the Office of the Bethel Town Clerk simultaneously with the recording of a Declaration of Condominium of Plumtree Heights Condominium No. 1 by Bethel Development Corporation, said premises being more particularly bounded and described as follows:

Beginning at a point said point being the northeasterly corner of property of David Judd at its intersection with Maple Avenue and the Southeasterly corner of property of the Bethel Development Corporation, thence running in a generally westerly direction the following courses and distances:

North 45° 14' 40"	West	127.08	feet
North 47° 19' 45"	West	111.70	feet
North 72° 17' 45"	West	380.86	feet

to a point, thence turning and running in a northerly direction along other lands of Bethel Development Corporation the following courses and distances:

North 26° 40' 48"	East	414.82	feet
North 26° 09' 06"	East	176.78	feet

to a point, thence turning and running in an easterly direction still along other lands of Bethel Development Corporation the following course and distance:

South 55° 43' 06" East 130.00 feet

to a point, thence turning and running in a northerly direction still along other lands of Bethel Development Corporation the following courses and distances:

North 34° 16' 54" East 47.00 feet
North 9° 35' 48" East 50.53 feet

to a point, thence turning and running in an easterly direction still along other lands of Bethel Development Corporation the following course and distance:

South 48° 55' 50" East 136.83 feet

to a point, thence turning and running in a northerly direction still along other lands of Bethel Development Corporation the following course and distance:

North 51° 05' 02" East 60.00 feet

to a point, thence turning and running in an easterly direction still along other lands of Bethel Development Corporation the following courses and distances:

South 38° 54' 38" East 95.00 feet
South 39° 41' 32" East 173.53 feet

to a point, thence turning and running in a southerly direction still along other lands of Bethel Development Corporation the following courses and distances:

South 8° 02' 45" West 16.75 feet
South 10° 14' 55" West 227.05 feet
South 21° 39' 35" West 130.00 feet

to a point, thence turning and running in a westerly direction still along other lands of Bethel Development Corporation the following course and distance:

North 67° 20' 25" West 125.00 feet

to a point, thence turning and running in a southerly direction still along other lands of Bethel Development Corporation the following course and distance:

South 21° 39' 35" West 75.00 feet

to a point, thence turning and running in an easterly direction still along other lands of Bethel Development Corporation the following course and distance:

South 67° 20' 25" East 125.00 feet

to a point, thence turning and running in a southerly direction still along other lands of Bethel Development Corporation the following course and distance:

South 21° 39' 35" West 64.89 feet

to a point on a curve to the right having a radius of 224.74 feet and an arc length of 90.57 feet to the point or place of beginning.

Together with a Right of Way in common with others to whom said Right of Way may be granted over the premises shown and designated as "Access Easement" as shown on said map for all lawful purposes including access to public utilities as if said Right of Way was a public road.

SUBJECT TO:

1. An easement to The Connecticut Light and Power Company recorded in Volume 101, Page 502 of the Bethel Land Records.

2. Declaration of Covenants, Restrictions and Easements by Bethel Development Corporation recorded in Volume 105, Page 269 of the Bethel Land Records.

SCHEDULE A

LEGAL DESCRIPTION OF PROPERTY

The land owned by the Declarant, which is hereby submitted to the condominium form of ownership under the Unit Ownership Act, is the land described in Schedule C attached hereto.

All that certain piece or parcel of land, together with all the buildings and improvements thereon standing, situated in the Town of Bethel, County of Fairfield and State of Connecticut, more particularly shown and designated as Plumtree Heights Condominium No. 2 on a survey and map entitled, "Plumtree Heights Condominium No. 2, Bethel, Connecticut, Total Area = 2.768 Acres" certified substantially correct by Henricis', David L. Ryan, L.S., dated October 15, 1973, which survey is filed in the Office of the Bethel Town Clerk simultaneously with the recording of a Declaration of Condominium of Plumtree Heights Condominium No. 2 by Bethel Development Corporation, said premises being more particularly bounded and described as follows:

Beginning at the Northeasterly property corner of Condominium No. 1 as shown on Town Clerk Map No. 76 File No. 14 and commencing in a Southwesterly direction the following course and distance: South 51 degrees 5 minutes 2 seconds West 60.00 feet, to a point, thence turning and running in a Northwesterly direction the following course and distance: North 48 degrees 55 minutes 50 seconds West 136.83 feet, to a point; thence turning and running in a Southwesterly direction the following courses and distances: South 9 degrees 35 minutes 48 seconds West 50.53 feet, South 34 degrees 16 minutes 54 seconds West 47.00 feet, to a point; thence turning and running in a Northwesterly direction the following courses and distances: North 55 degrees 43 minutes 6 seconds West 150.00 feet, North 0 degrees 42 minutes 1 second West 122.62 feet, North 82 degrees 58 minutes 00 seconds West 30.00 feet to a point; thence turning and running in a Northeasterly direction the following course and distance: North 7 degrees 2 minutes 00 seconds East 236.00 feet to a point; thence turning and running in a Southeasterly

direction the following courses and distances: South 87 degrees 2 minutes 26 seconds East 98.62 feet, South 15 degrees 25 minutes 00 seconds East 19.00 feet to a point; thence turning and running in a Northeasterly direction the following course and distance: North 66 degrees 46 minutes 19 seconds East 139.80 feet to a point; thence turning and running in a Southeasterly direction the following courses and distances: South 15 degrees 25 minutes 00 seconds East 265.00 feet; South 2 degrees 40 minutes 00 seconds East 185.00 feet to the point or place of beginning.

Together with a Right of Way in common with others to whom said Right of Way may be granted over the premises shown and designated as "Access Easement" as shown on a certain map recorded in the Bethel Land Records as File 14, Map 76 for all lawful purposes including access to public utilities as if said Right of Way was a public road.

SUBJECT TO:

1. An easement to The Connecticut Light and Power Company, dated October 19, 1973 and recorded in the Bethel Land Records.

2. Declaration of Covenants, Restrictions and Easements by Bethel Development Corporation recorded in Volume 105 Page 269 of the Bethel Land Records.

CONSENT

The undersigned holders of mortgages affecting the premises designated in Schedule A of the foregoing Declaration of Unit Ownership do hereby consent to the recording of this document and join in the execution thereof.

Margaret A. Girard
Margaret A. Girard

CITY SAVINGS BANK

Marie Vida
Marie Vida

BY William E. Howe
William E. Howe
Its Vice President & Secretary

Arlen D. Nickowitz

James G. Englis, Trustee
JAMES G. ENGLIS, TRUSTEE

Phyllis Piccolello
Phyllis Piccolello

STATE OF CONNECTICUT)
) ss. Bridgeport, October 22, 1973
COUNTY OF FAIRFIELD)

Personally appeared William E. Howe, of the City Savings Bank of Bridgeport, Signer and Sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said Corporation, before me.

Margaret A. Girard
Margaret A. Girard NOTARY
My Commission Expires April 1, 1976

STATE OF CONNECTICUT)
) ss. Bridgeport October 22, 1973
COUNTY OF FAIRFIELD)

Personally appeared James G. Englis, Trustee, Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

Arlen D. Nickowitz
Commissioner of the Superior Cour

SCHEDULE A

LEGAL DESCRIPTION OF PROPERTY

The land owned by the Declarant, which is hereby submitted to the condominium form of ownership under the Unit Ownership Act, is the land described in Schedule C attached hereto.

All that certain piece or parcel of land, together with all the buildings and improvements thereon standing, situated in the Town of Bethel, County of Fairfield and State of Connecticut, more particularly shown and designated as Plumtree Heights Condominium No. 3 on a survey and map entitled, "Plumtree Heights Condominium No. 3, Bethel, Connecticut, Total Area = 3.352 Acres" certified substantially correct by David L. Ryan, L.S., dated October 15, 1973, Revised: July 23, 1974 to show building location, which survey is filed in the Office of the Bethel Town Clerk simultaneously with the recording of a Declaration of Condominium of Plumtree Heights Condominium No. 3 by Bethel Development Corporation, said premises being more particularly bounded and described as follows:

Beginning at the northwesterly property corner of Condominium No. 1 as shown on Town Clerk Map No. 76 File No. 14 and commencing in a southwesterly direction the following course and distance:

South 26 degrees 09 minutes 06 seconds 176.78 feet to a point; thence turning and running in a westerly direction the following course and distance;

Due West 206.26 feet to a point; thence turning and running in a northerly direction, the following course and distance:

Due North 303.49 feet to a point; thence turning and running in a westerly direction, the following course and distance:

Due West 42.00 feet to a point; thence turning and running in a northerly direction, the following course and distance:

Due North 181.50 feet to a point; thence turning and running in a northeasterly direction, the following course and distance:

North 63 degrees 17 minutes 49 seconds East 185.82 feet to a point; thence turning and running in a southeasterly direction, the following course and distance:

South 74 degrees 55 minutes 47 seconds East 146.30 feet to a point; thence turning and running in a southwesterly direction the following course and distance:

South 7 degrees 02 minutes 00 seconds West 236.00 feet to a point; thence turning and running in a southeasterly direction, the following courses and distances:

South 82 degrees 58 minutes 00 seconds East 30.00 feet

South 0 degrees 42 minutes 01 second East 122.62 feet

South 55 degrees 43 minutes 06 seconds East 20.00 feet to the point or place of beginning.

Together with a Right of Way in common with others to whom said Right of Way may be granted over the premises shown and designated as "Access Easement" as shown on a certain map recorded in the Bethel Land Records as File 14, Map 76 for all lawful purposes including access to public utilities as if said Right of Way was a public road.

SUBJECT TO:

1. An easement to the Connecticut Light and Power Company, dated October 19, 1973 and recorded in Volume 109 Page 572 of the Bethel Land Records.

2. Declaration of Covenants, Restrictions and Easements by Bethel Development Corporation recorded in Volume 105 Page 269 of the Bethel Land Records.

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SCHEDULE A

LEGAL DESCRIPTION OF PROPERTY

The land owned by the Declarant, which is hereby submitted to the condominium form of ownership under the Unit Ownership Act, is the land described in Schedule C attached hereto.

All that certain piece or parcel of land, together with all the buildings and improvements thereon standing, situated in the Town of Bethel, County of Fairfield and State of Connecticut, more particularly shown and designated as Plumtree Heights Condominium No. 4 on a survey and map entitled, "Plumtree Heights Condominium No. 4, Bethel, Connecticut, Total Area = 6.066 Acres" certified substantially correct by David L. Ryan, L.S., dated October 15, 1973, which survey is filed in the office of the Bethel Town Clerk simultaneously with the recording of a Declaration of Condominium of Plumtree Heights Condominium No. 4 by Bethel Development Corporation, said premises being more particularly bounded and described as follows:

BEGINNING at a point, said point being the northwesterly corner of Condominium No. 3, as shown on Town Clerk Map No. 2, Condominium File No. 11 and commencing in a southerly direction, the following course and distance;

Due South 181.50 feet

To a point, thence turning and running in an easterly direction the following course and distance;

Due East 42.00 feet

To a point, thence turning and running in a southerly direction the following course and distance;

Due South 303.49 feet

To a point, thence turning and running in a westerly direction, the following courses and distances;

North 56 degrees 39 minutes 19 seconds West 185.54 ft.
South 86 degrees 51 mintues 18 seconds West 182.27 ft.

To a point, thence turning and running a southeasterly direction the following courses and distances;

South 4 degrees 34 minutes 26 seconds East 125.40 ft.
South 15 degrees 40 minutes 46 seconds East 118.41 ft.

117-77

To a point, thence turning and running in a southwesterly direction the following course and distance;

South 84 degrees 46 minutes 46 seconds West 197.82 ft.

To a point, thence turning and running in a northerly direction the following course and distance;

Due North 727.41 ft.

To a point, thence turning and running in an easterly direction the following courses and distances;

North 86 degrees 8 minutes 33 seconds East 246.56 ft.
South 65 degrees 15 minutes 38 seconds East 224.62 ft.

To the point or place of beginning, said parcel containing 6.066 acres.

Together with a Right of Way in common with others to whom said Right of Way may be granted over the premises shown and designated as "Access Easement" as shown on a certain map recorded in the Bethel Land Records as File 14, Map 76 for all lawful purposes including access to public utilities as if said Right of Way was a public road.

SUBJECT TO:

1. An easement to the Connecticut Light and Power Company, dated October 19, 1973 and recorded in Volume 109 Page 572 of the Bethel Land Records.
2. Declaration of Covenants, Restrictions and Easements by Bethel Development Corporation recorded in Volume 105 Page 269 of the Bethel Land Records.

SCHEDULE B

DESCRIPTION OF BUILDINGS

The buildings constructed or to be constructed on the land described in Schedule A of this Declaration consist of five (5) separate two-story buildings containing 30 individual dwelling units and 3 separate one-story buildings containing 18 garage units. The units as described in Schedule C include a kitchen, living room with dining area, 2 or 3 bedrooms and 1-1/2 or 2-1/2 bathrooms depending on the model chosen. Every unit will have a patio and deck. Primary access to each unit will be from an entrance opening directly to the outside common areas, and thence across roads, which are also common areas, to the public highways.

The buildings will be of frame construction with stained siding. The roofs are of asphalt shingle. The buildings will be constructed on poured concrete foundations, and every building will have a basement. Windows and sliding doors are of double thickness and of insulated glass with metal frame. All party walls are built with 4" studs with 4" fiberglass insulation and 1/2" fire code sheetrock. All interior finished walls and ceilings are of drywall construction. Interior partitions are 16" on center. All exterior walls will be insulated with 4" fiberglass insulation.

Floors in all rooms, except the kitchen and bathroom, shall be covered with padding and synthetic fiber carpeting. All kitchens will have vinyl floor covering, and all bathrooms will be of ceramic tile. Kitchens shall have formica counter tops, and shall contain continuous cleaning range, range hood, dishwasher, garbage disposal and garbage compactor.

All units will be heated by forced warm air heat from individual electric furnaces. All units will have individual central air conditioning units.

Garage units will be of wood frame with asphalt shingle roofs. Each garage unit shall have an overhead door and shall

contain approximately 264 square feet.

All units will be constructed substantially in accordance with the plans for the units on file with the Building Department of the Town of Bethel.

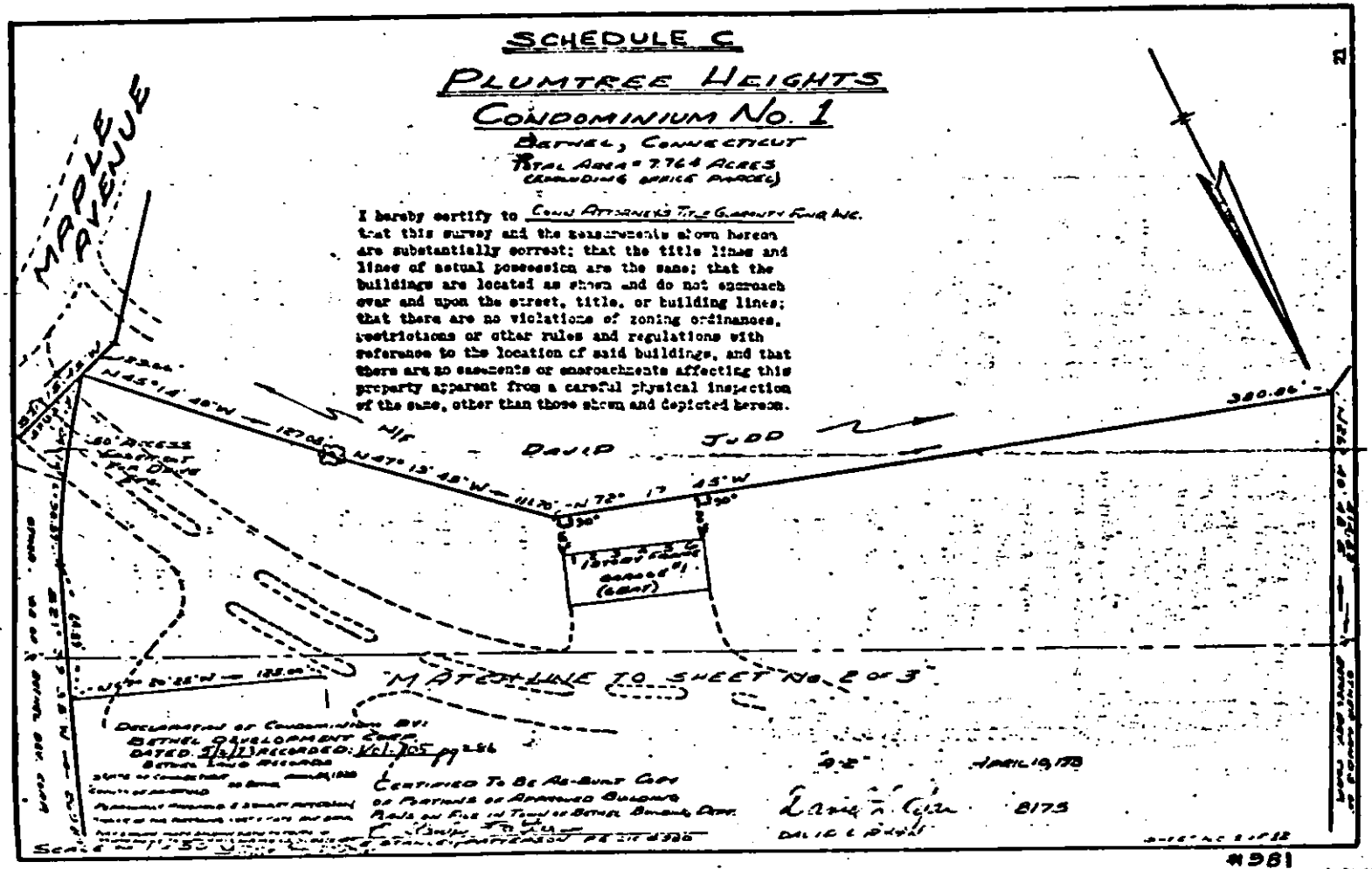
SCHEDULE C

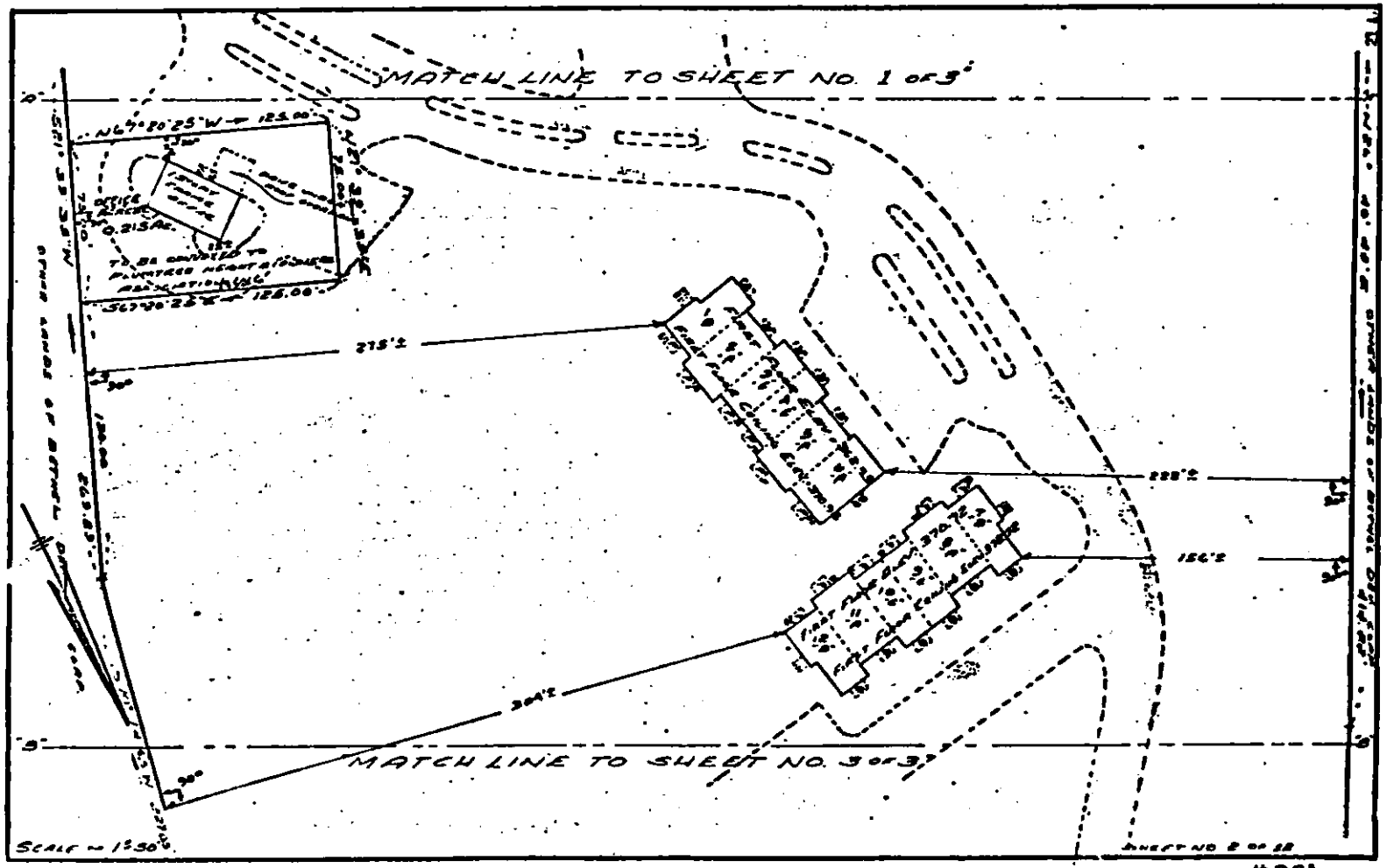
PLUMTREE HEIGHTS CONDOMINIUM No. 1

BETHEL, CONNECTICUT

TOTAL AREA = 7.764 ACRES (EXPANDING UNITS PARCEL)

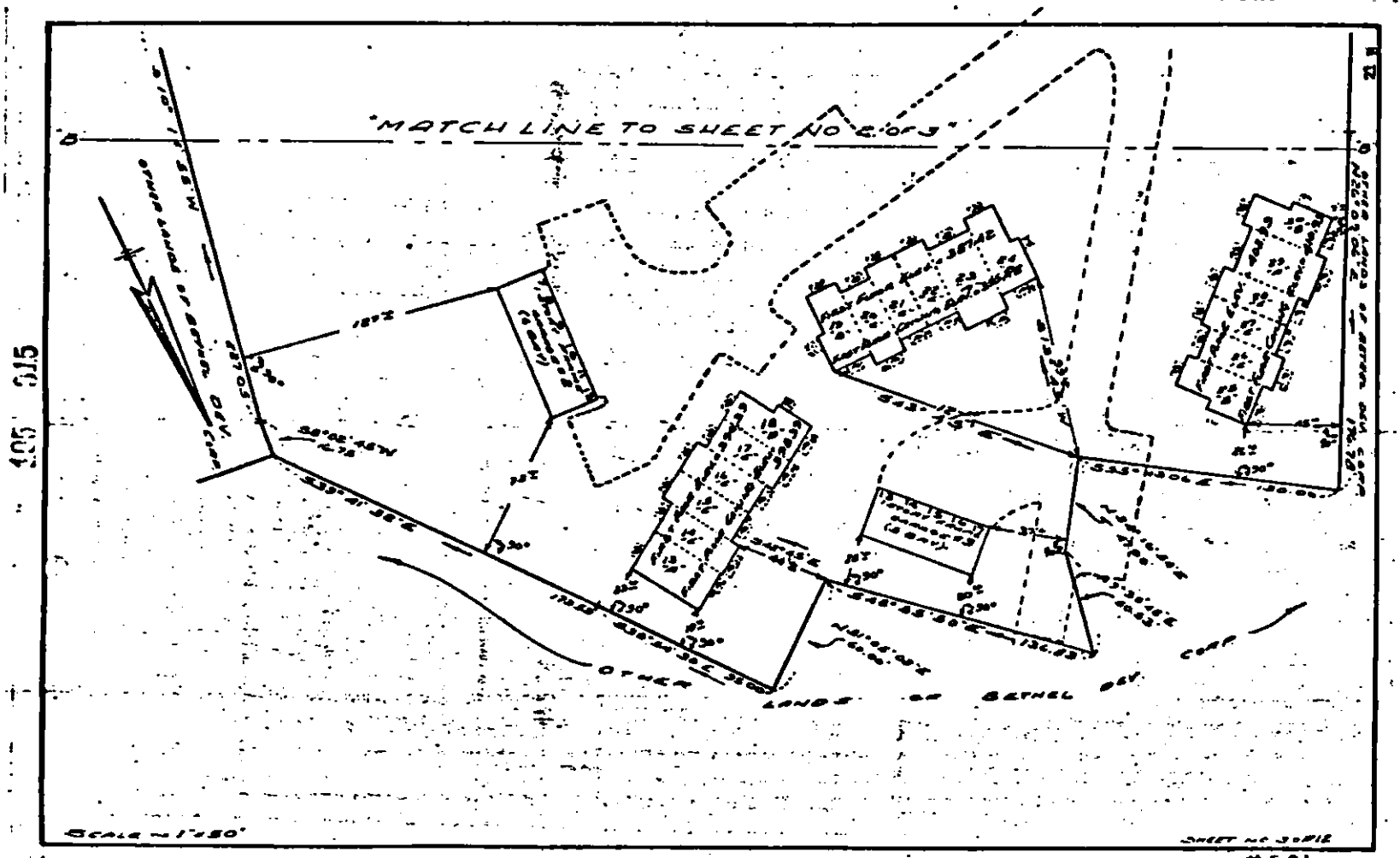
I hereby certify to CONN ATTORNEYS TITLE GUARANTY FUND INC. that this survey and the measurements shown hereon are substantially correct; that the title lines and lines of actual possession are the same; that the buildings are located as shown and do not encroach over and upon the street, title, or building lines; that there are no violations of zoning ordinances, restrictions or other rules and regulations with reference to the location of said buildings, and that there are no easements or encroachments affecting this property apparent from a careful physical inspection of the same, other than those shown and depicted hereon.



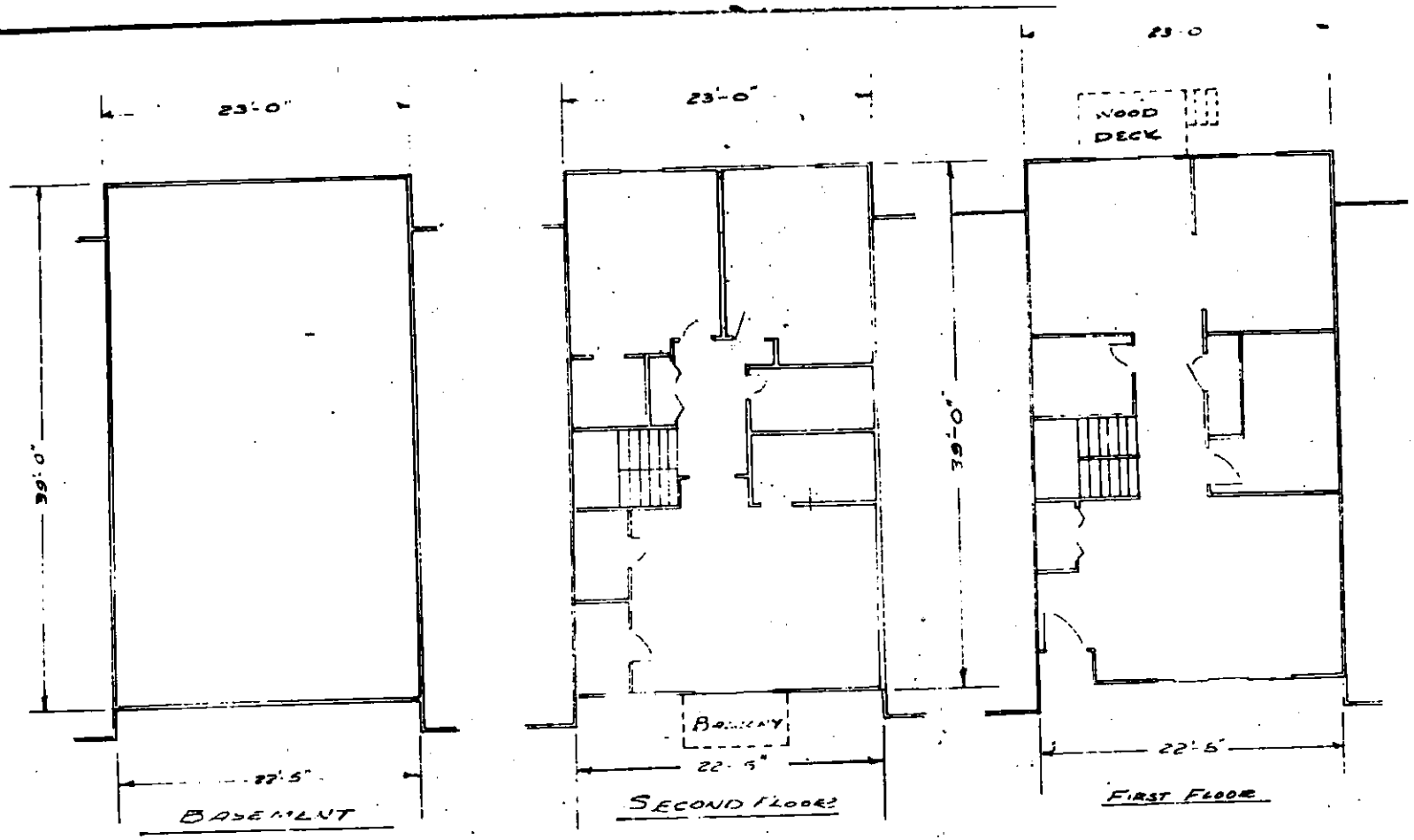

MATCH LINE TO SHEET NO. 1 OF 3
MATCH LINE TO SHEET NO. 3 OF 3
N64°20'25"W — 125.00'
S64°20'25"E — 125.00'
0.215 AC.
275'±
228'±
156'±
364'±
SCALE — 1"=30'

#981

FIG 207


MATCH LINE TO SHEET NO 2 OF 3
OTHER LANDS OF BETHEL DEV. CORP.
SCALE IN 1"=50'

#581



"A" UNIT - FRONT ENTRY (LEFT)

PLUMTREE HEIGHTS

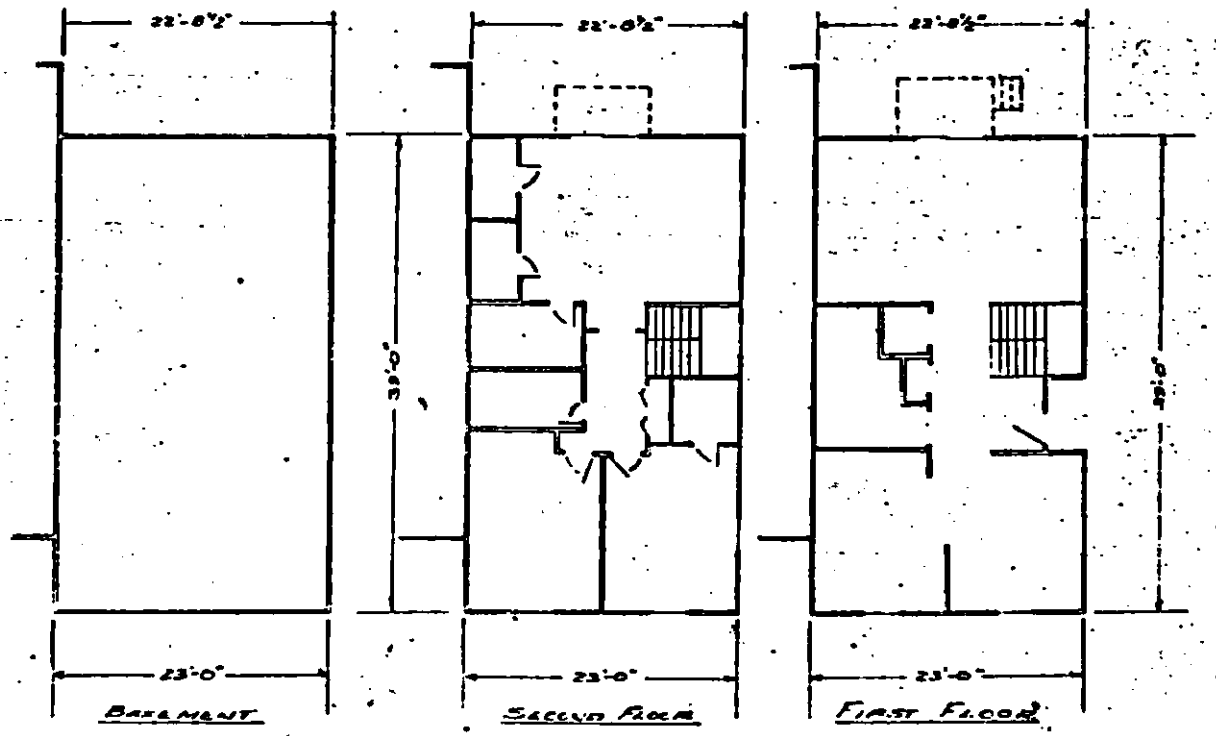
BETHEL DEVELOPMENT CORP.

BETHEL, CONNECTICUT

SCALE: 1"=10'

SHEET 1 OF 11

#981



"A" UNIT - SIDE ENTRY (RIGHT)

PLUMTREE HEIGHTS

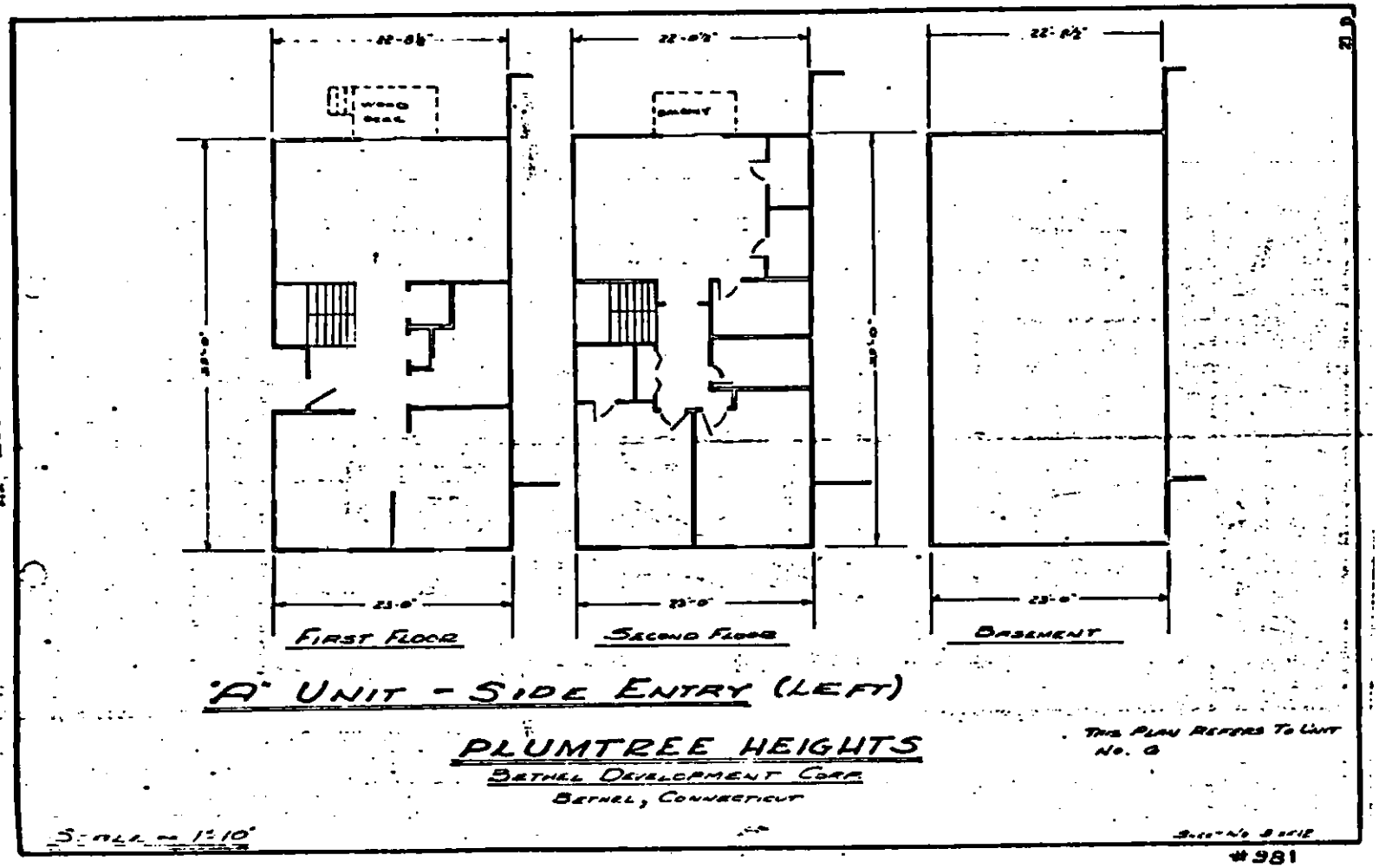
BETHEL DEVELOPMENT CORP.

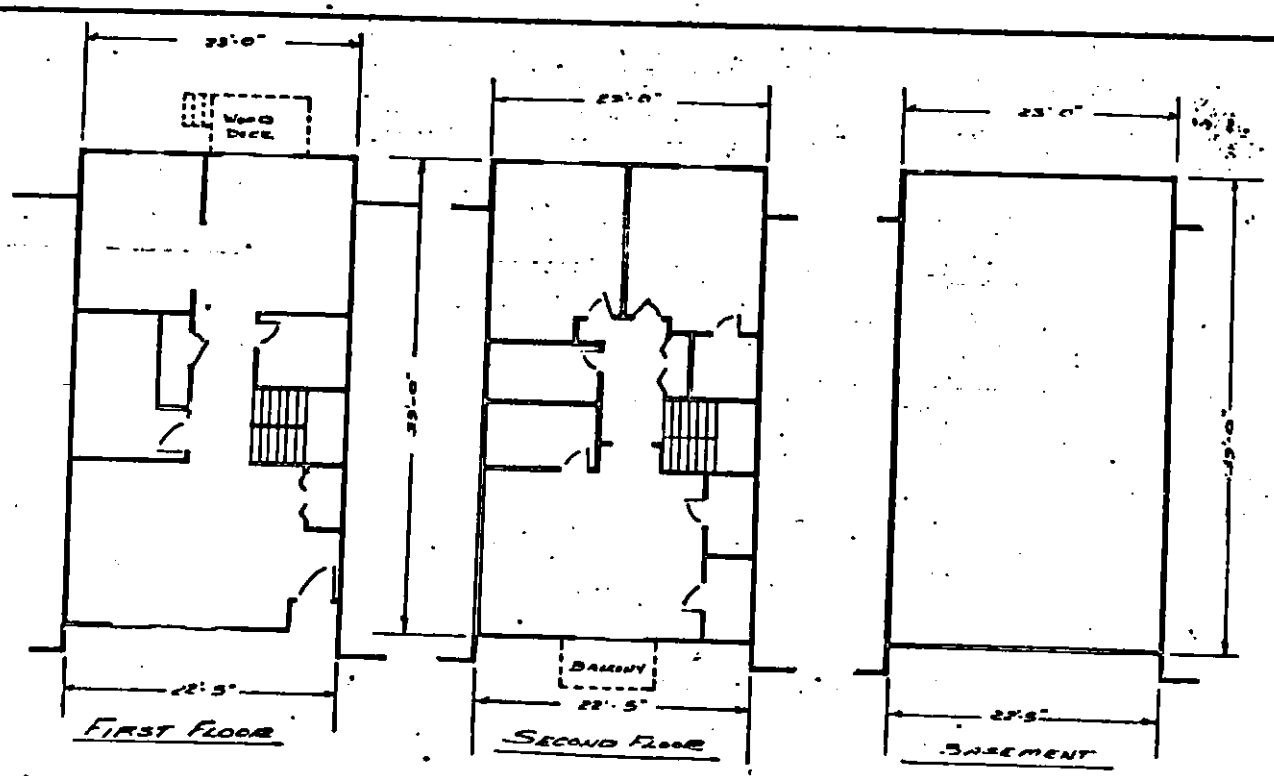
BETHEL, CONNECTICUT

NOTE IN CONDOMINIUM NO. 2.

SCALE 1" = 10'

SHEET No. 4 OF 8


FIRST FLOOR
SECOND FLOOR
BASEMENT
"A" UNIT - SIDE ENTRY (LEFT)
PLUMTREE HEIGHTS
BETHEL DEVELOPMENT CORP.
BETHEL, CONNECTICUT
THIS PLAN REFERS TO UNIT NO. 6
SCALE: 1" = 10'
#981



"A" UNIT - FRONT ENTRY (RIGHT)

PLUMTREE HEIGHTS

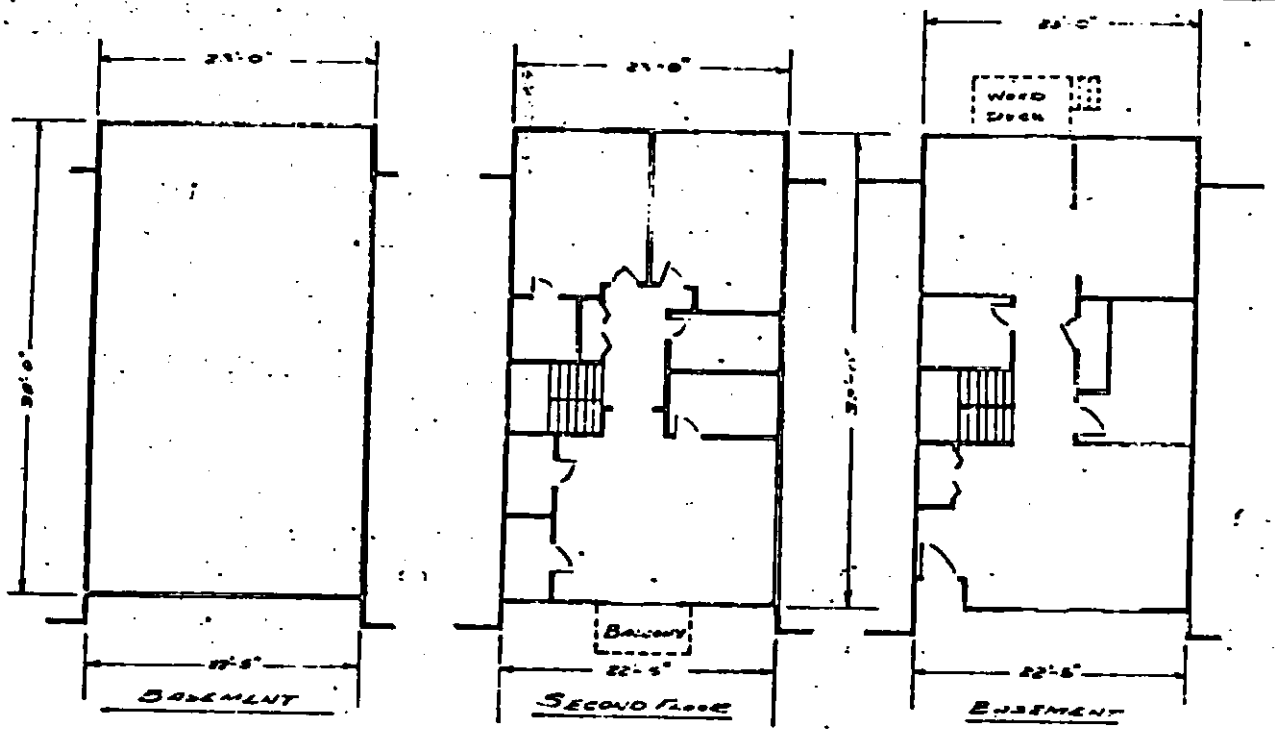
BETHEL DEVELOPMENT CORP.

BETHEL, CONNECTICUT

THIS PLAN REFERS TO UNIT NOS. 2, 5, & 8

SCALE: 1/8"=1'-0"

#929



"D" UNIT - FRONT ENTRY (LEFT)

PLUMTREE HEIGHTS

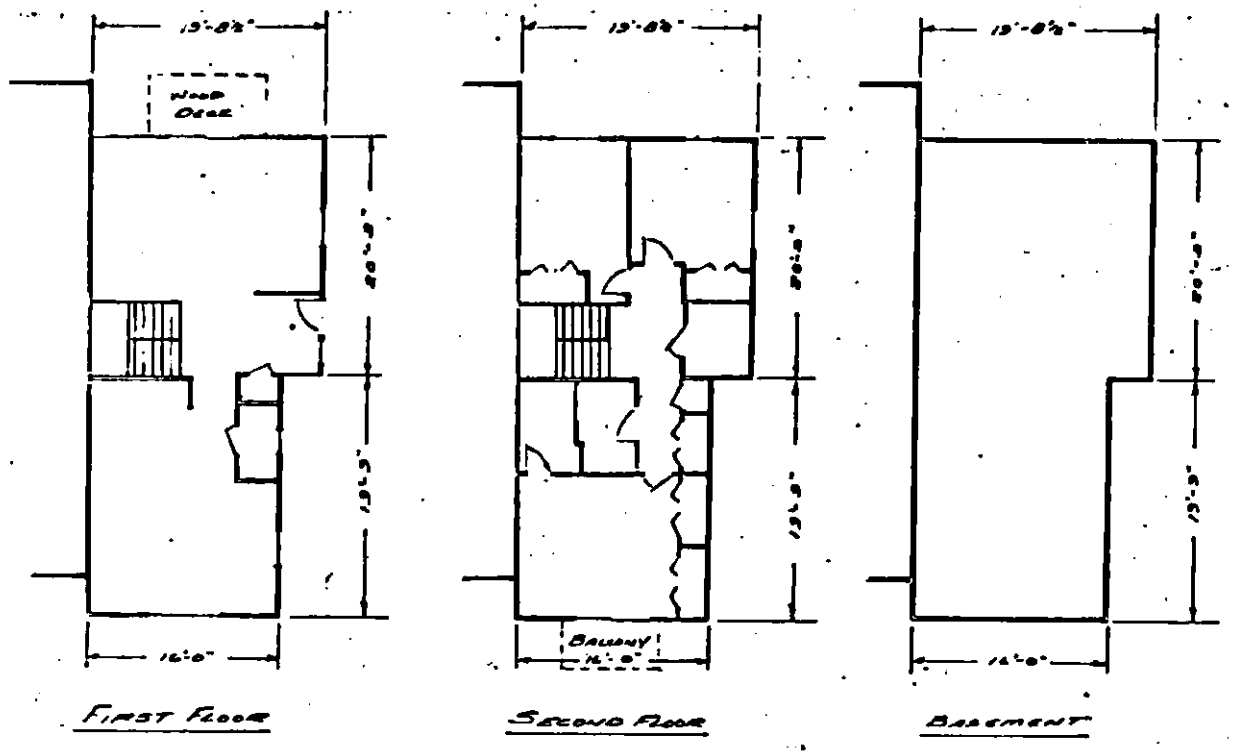
BETHEL DEVELOPMENT CORP.

BETHEL, CONNECTICUT

SCALE = 1"=10'

THIS PLAN REFERS TO UNIT NOS. 11, 15, 23, 129.

SHEET 7 OF 18



'B' UNIT – SIDE ENTRY (RIGHT)

PLUMTREE HEIGHTS

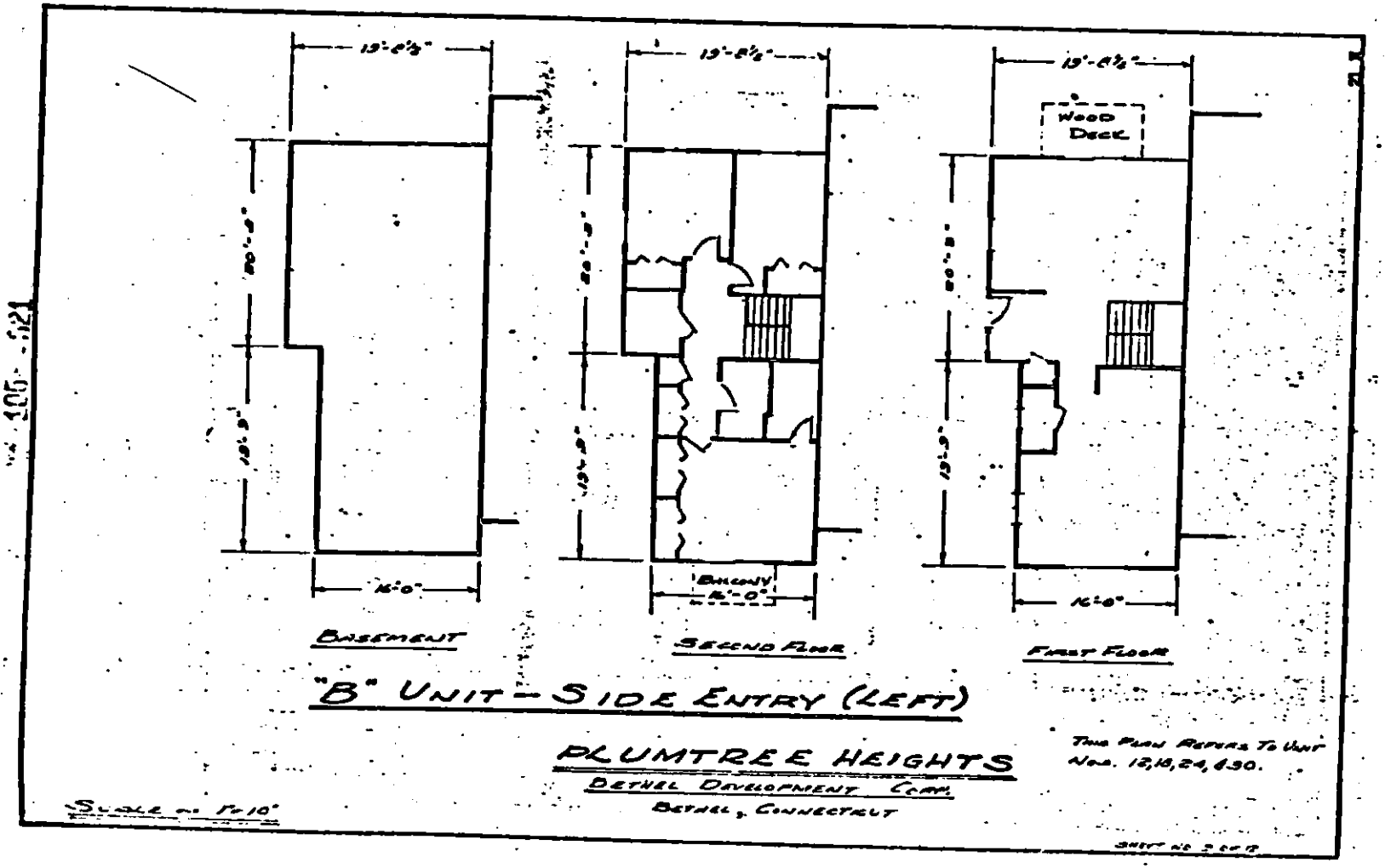
BETHEL DEVELOPMENT CORP.

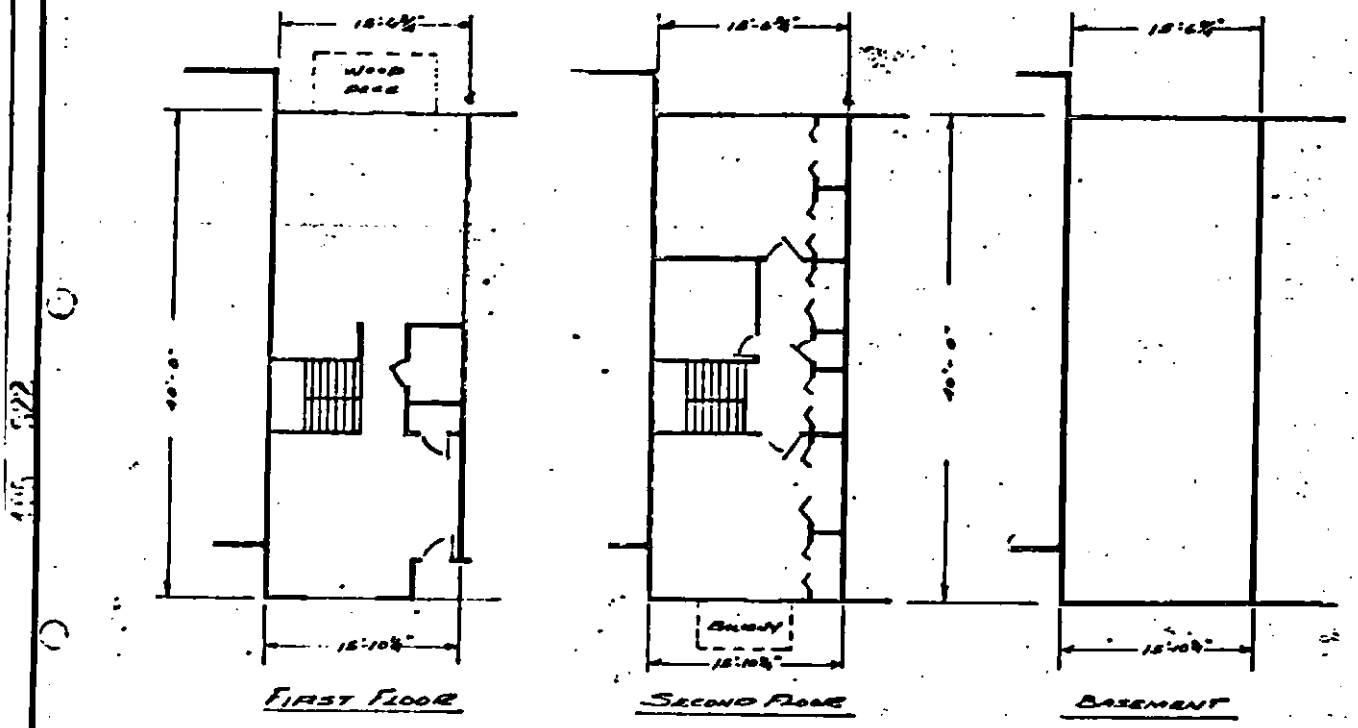
BETHEL, CONNECTICUT

THIS PLAN REFERS TO UNIT NOS. 1, 7, 13, 125.

SCALE 1/8" = 1'-0"

SHEET NO. B-1-R


19'-8½"
20'-0"
19'-8"
16'-0"
BASEMENT
19'-8½"
20'-0"
19'-8"
BALCONY
6'-0"
SECOND FLOOR
19'-8½"
WOOD DECK
20'-0"
19'-8"
16'-0"
FIRST FLOOR
"B" UNIT - SIDE ENTRY (LEFT)
PLUMTREE HEIGHTS
BETHEL DEVELOPMENT CORP.
BETHEL, CONNECTICUT
THIS PLAN REFERS TO UNIT NOS. 12,18,24,&30.
SCALE: 1/8" = 1'-0"



"C" UNIT - FRONT ENTRY (RIGHT)

PLUMTREE HEIGHTS

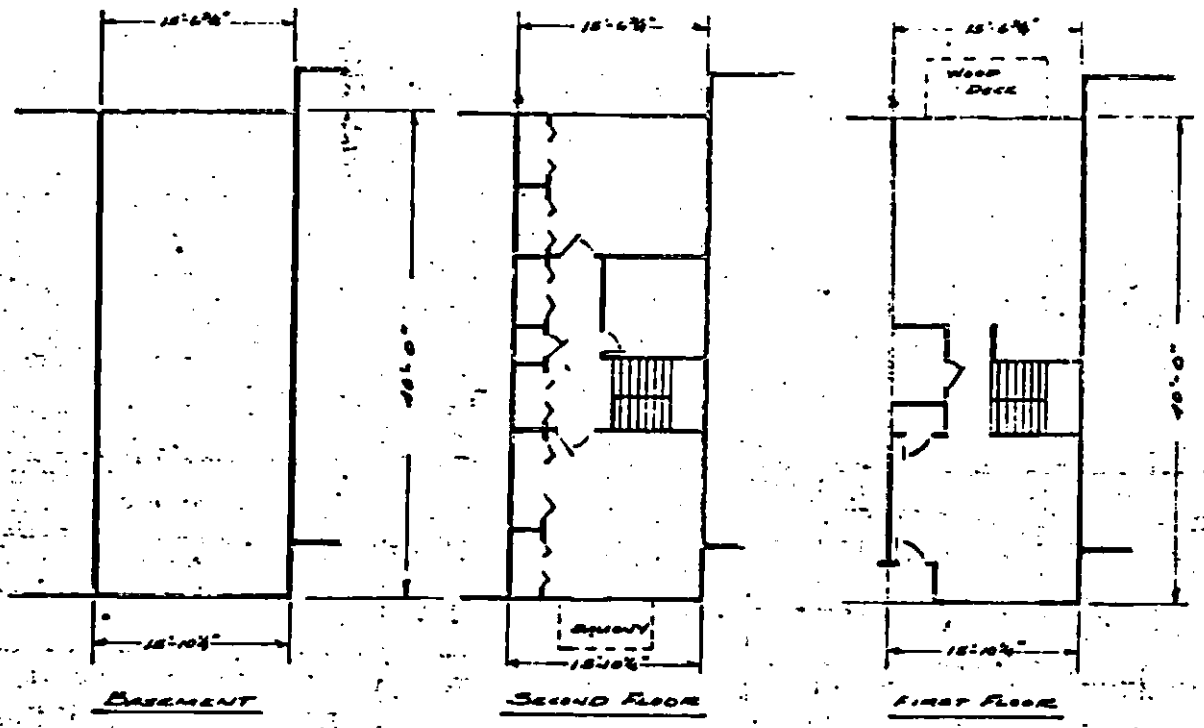
BETHEL DEVELOPMENT CORP.

BETHEL, CONNECTICUT

THIS PLAN REFERS TO UNIT NOS. 4, 10, 14, 16, 20, 22, 26, & 28

SCALE - 1" = 10'

SHEET NO. 10 OF 28



"C" Unit - Front Entry (Left)

PLUMTREE HEIGHTS

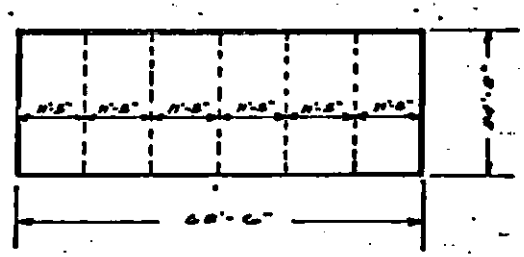
Bethel Development Corp.

Bethel, Connecticut

This Plan Refers To Unit Nos. 3, 5, 15, 17, 21, & 27.

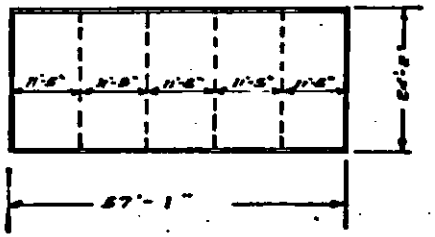
Scale = 1" = 10'

Sheet No. 11-48



PLAN - GARAGES NOS. 1 & 2

6 BAYS



PLAN - GARAGE NO. 3

5 BAYS

PLUMTREE HEIGHTS

BETHEL DEVELOPMENT CORP.

BETHEL, CONNECTICUT

SCALE 1" = 20'

SHEET NO. 12 OF 18

SCHEDULE C

PLUMTREE HEIGHTS

CONDOMINIUM NO. 2

BETHEL, CONNECTICUT
TOTAL AREA = 2.768 ACRES
SHEET NO. 1 OF 11

I hereby certify to CONN. ATTORNEYS TITLE GUARANTY FUND, INC. that this survey and the measurements shown hereon are substantially correct; that the title lines and lines of actual possession are the same; that the buildings are located as shown and do not encroach over and upon the street, title, or building lines; that there are no violations of zoning ordinances, restrictions or other rules and regulations with reference to the location of said buildings, and that there are no easements or encroachments affecting this property apparent from a careful physical inspection of the same, other than those shown and depicted hereon.

DECLARATION OF CONDOMINIUM BY:
BETHEL DEVELOPMENT CORP.
DATED: 10/22/73 RECORDED: 10/26/73
BETHEL LAND RECORDS File 14, Map 134.

STATE OF CONNECTICUT OCT. 20, 1973
COUNTY OF FAIRFIELD SS: BETHEL
PERSONALLY APPEARED E. STANLEY PATTERSON, SIGNER OF THE FOREGOING CERTIFICATE AND BEING DULY SWORN, MADE SOLEMN OATH TO TRUTH OF STATEMENT TO WHICH HE NAME SUBSCRIBED.

COMMISSIONER OF THE SUPREME COURT

CERTIFIED TO BE AS-BUILT COPY OF PORTIONS OF APPROVED BUILDING PLANS ON FILE IN TOWN OF BETHEL BUILDING DEPT.

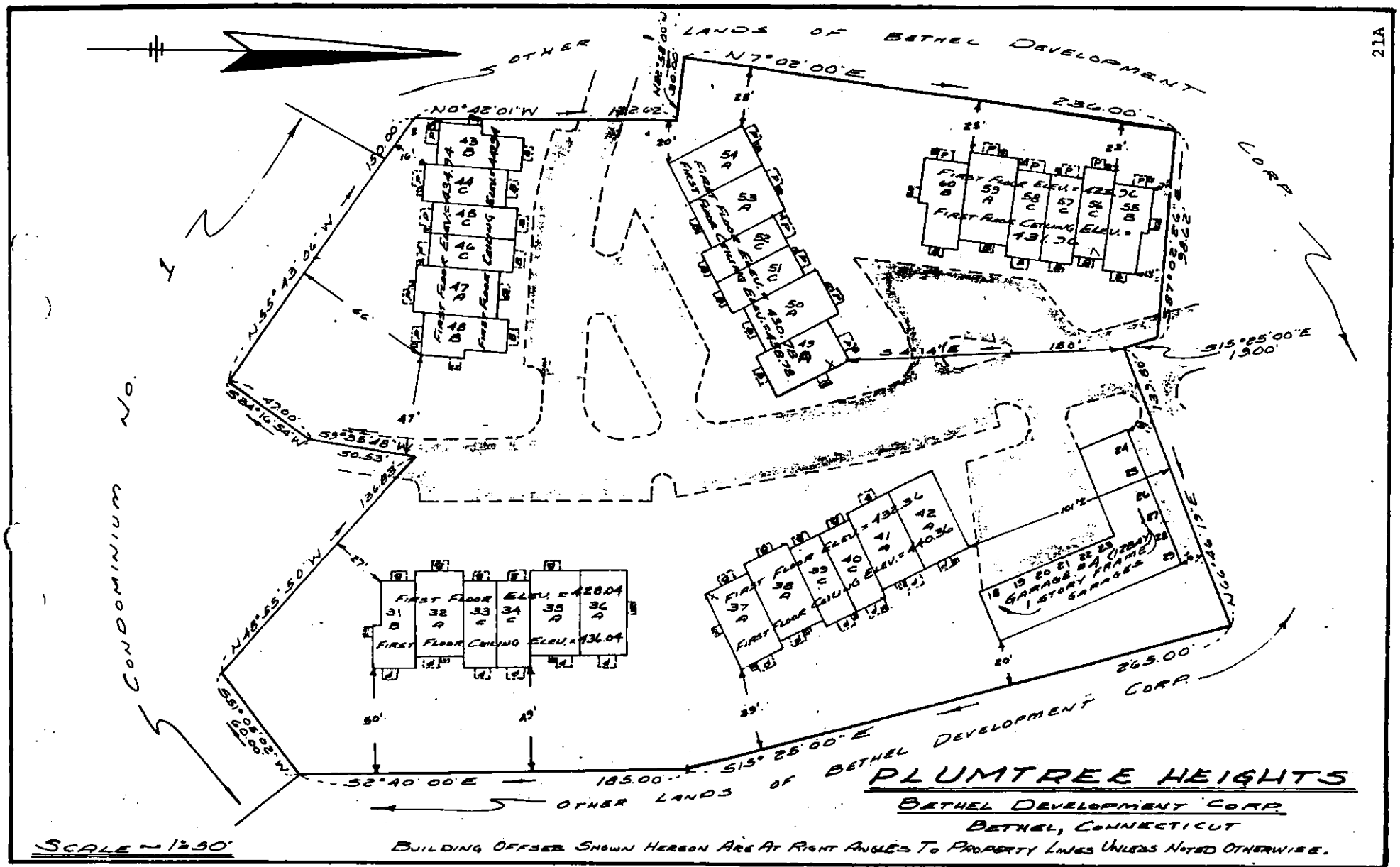
E. STANLEY PATTERSON, P.E. LIC. #980

OCTOBER 15, 1973

DAVID L. RYAN 8175

SHEET NO 1 OF 1

#981



PLUMTREE HEIGHTS

BETHEL DEVELOPMENT CORP.

BETHEL, CONNECTICUT

SCALE ~ 1"=50'

BUILDING OFFSETS SHOWN HEREON ARE AT RIGHT ANGLES TO PROPERTY LINES UNLESS NOTED OTHERWISE.

SHEET NO. 2 OF 4 #981

SCHEDULE C

PLUMTREE HEIGHTS
CONDOMINIUM NO 3

[illegible] 3332 [illegible]
[illegible] 9

[illegible] Chicago Title and Trust Co. & Stanley Nat. Bank

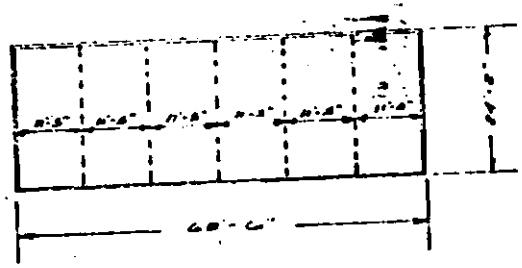
7/24/74 [illegible] 7/29/74

Condominium File No. 11, Map No. 2.

[illegible]

REVISED JULY 22, 1974 TO SHOW BLDG. LOC.

CERTIFIED SUBSTANTIALLY CORRECT
CLASS: B-2 DATE: [illegible]
[illegible] SITES
DRAWN [illegible]
SHEET NO. 8 OF 9



PLAN - GARAGES No. 5
6 BAYS

PLUMTREE HEIGHTS

SCALE - 1:40'

SCHEDULE C

PLUMTREE HEIGHTS

CONDOMINIUM No. 4

BETHEL, CONNECTICUT
TOTAL AREA = 6.066 ACRES
SHEET No. 1 OF 11

117-80

I hereby certify to CHICAGO TITLE INSURANCE CO.
that this survey and the requirements [illegible]
are sub[illegible] that the title lines and
lines of [illegible] are the [illegible]
buildin[illegible] and [illegible]
over and [illegible]
Ex. [illegible] there [illegible]
Restrictions [illegible]
enforceable [illegible]
there are no [illegible]
property [illegible]
of the name [illegible]

DECLARATION OF CONDOMINIUM BY:
BETHEL DEVELOPMENT CORP.
DATED: 11/4/74 RECORDED 11/1/74
BETHEL LAND RECORDS
Condominium File 11, Map 4

STATE OF CONNECTICUT OCT. 20, 1973
COUNTY OF FAIRFIELD SS: BETHEL
PERSONALLY APPEARED E. STANLEY
PATTERSON, SIGNER OF THE FOREGOING
CERTIFICATE AND BEING DULY SWORN,
MADE SOLEMN OATH TO TRUTH OF STATEMENT
TO WHICH HIS NAME IS SUBSCRIBED.

[signature]
COMMISSIONER OF THE SUPERIOR COURT

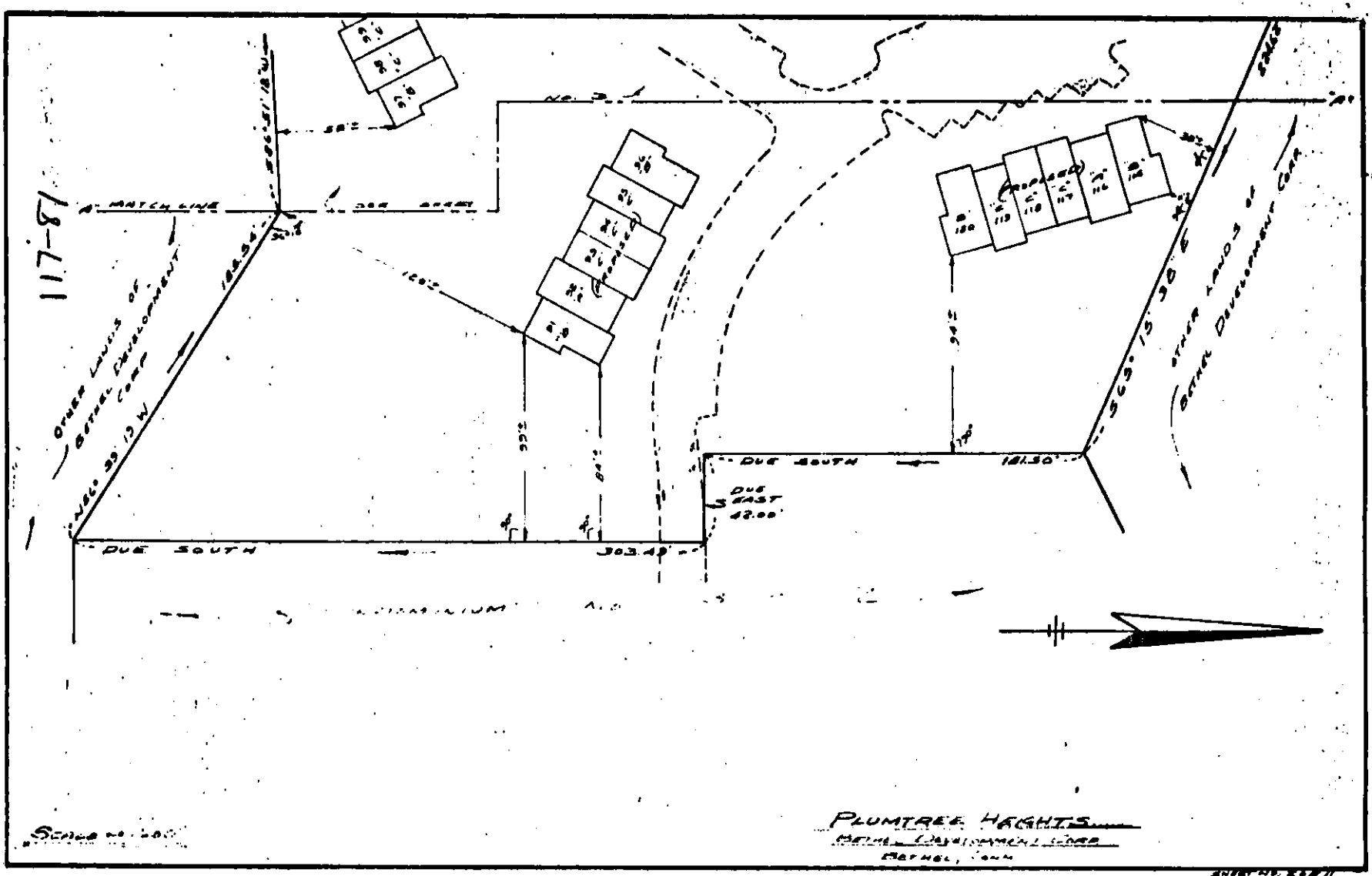
CERTIFIED TO BE AS-BUILT COPY
OF PORTIONS OF APPROVED
BUILDING PLANS ON FILE IN
TOWN OF BETHEL BUILDING DEPT.

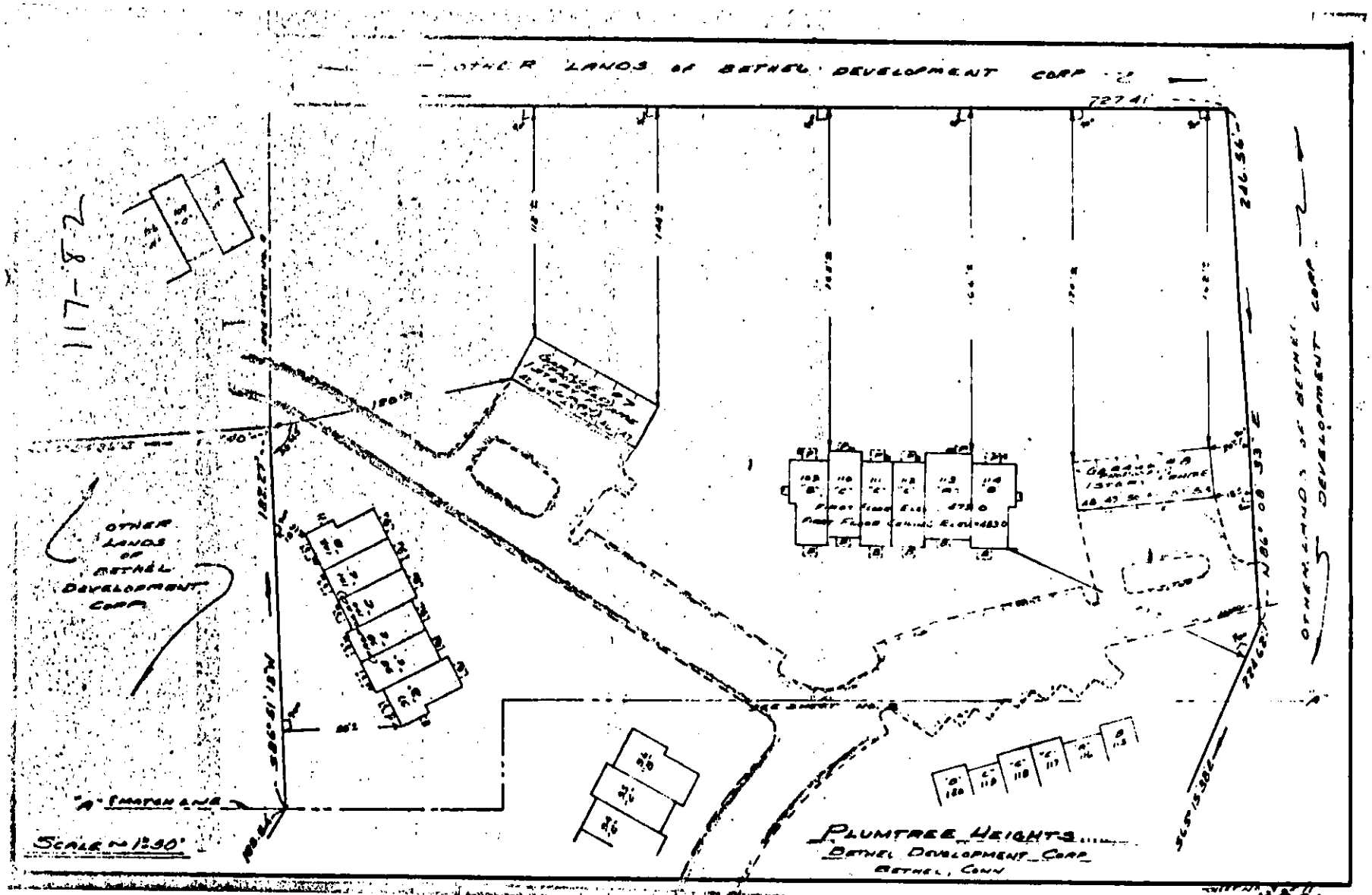
[signature]
E. STANLEY PATTERSON P.E. L.S. #380

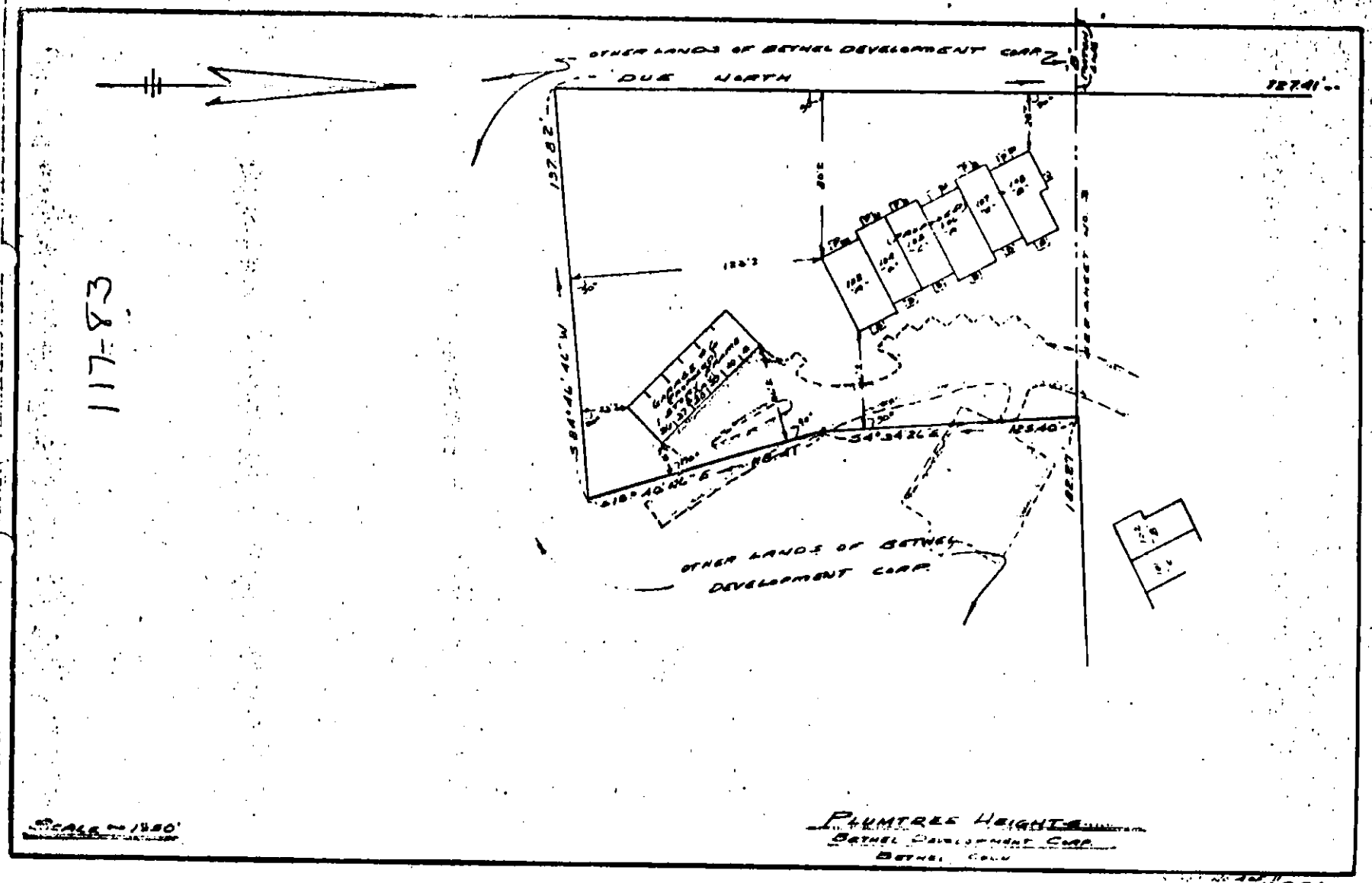
CERTIFIED SUBSTANTIALLY CORRECT
CLASS A-2 DATE OCTOBER 18, 1973

[signature]
DAVID L. RYAN L.S. #8128

#991


117-87
MATCH LINE
OTHER LANDS OF BETHEL DEVELOPMENT CORP
N 65° 39' 13" W
DUE SOUTH
303.48'
DUE EAST 42.00'
DUE SOUTH
181.50'
S 63° 15' 30" E
OTHER LANDS OF BETHEL DEVELOPMENT CORP
PLUMTREE HEIGHTS
BETHEL DEVELOPMENT CORP
BETHEL, CONN
#587


OTHER LANDS OF BETHEL DEVELOPMENT CORP
OTHER LANDS OF BETHEL DEVELOPMENT CORP
OTHER LANDS OF BETHEL DEVELOPMENT CORP
"A" PARCEL
SCALE 1" = 30'
PLUMTREE HEIGHTS
BETHEL DEVELOPMENT CORP
BETHEL, CONN
117-82
#581


OTHER LANDS OF BETHEL DEVELOPMENT CORP.
DUE NORTH
137.82'
S 84°46'46" W
S 18°40'46" E
PLAT
S 34°34'26" E
125.40'
182.27'
OTHER LANDS OF BETHEL DEVELOPMENT CORP.
PLUMTREE HEIGHTS
BETHEL DEVELOPMENT CORP.
BETHEL, CONN.
SCALE 1" = 100'

117-83

#981

SCHEDULE D

LIST OF UNITS

GARAGE UNITS - 18

BLGD. NO.	UNIT NO.	APPRX. AREA (SQ. FT.)	PERCENTAGE INTEREST IN COMMON AREA
1	1	264	0.155730
1	2	264	0.155730
1	3	264	0.155730
1	4	264	0.155730
1	5	264	0.155730
1	6	264	0.155730
2	7	264	0.155730
2	8	264	0.155730
2	9	264	0.155730
2	10	264	0.155730
2	11	264	0.155730
2	12	264	0.155730
3	13	264	0.155730
3	14	264	0.155730
3	15	264	0.155730
3	16	264	0.155730
3	17	264	0.155730
3	18	264	0.155730

SCHEDULE D

LIST OF UNITS

RESIDENTIAL UNITS - 30

BLDG. NO.	UNIT NO.	UNIT TYPE	NO. OF ROOMS	2 floors APPRX. AREA (SQ.FEET)	PERCENTAGE INTEREST IN COMMON AREAS
6	31	B - Aristocrat	6	1,472	3.290590176
6	32	A - Presidential	6	1,794	3.667735240
6	33	C - Executive	5	1,312	2.819159000
6	34	C - Executive	5	1,312	2.819159000
6	35	A - Presidential	6	1,794	3.667735240
6	36	A - Presidential	6	1,794	3.667735240
7	37	A - Presidential	6	1,794	3.667735240
7	38	A - Presidential	6	1,794	3.667735240
7	39	C - Executive	5	1,312	2.819159000
7	40	C - Executive	5	1,312	2.819159000
7	41	A - Presidential	6	1,794	3.667735240
7	42	A - Presidential	6	1,794	3.667735240
8	55	B - Aristocrat	6	1,472	3.290590176
8	56	C - Executive	5	1,312	2.819159000
8	57	C - Executive	5	1,312	2.819159000
8	58	C - Executive	5	1,312	2.819159000
8	59	A - Presidential	6	1,794	3.667735240
8	60	B - Aristocrat	6	1,472	3.290590176

SCHEDULE D (CONTINUED)

BLDG. NO.	UNIT NO.	UNIT TYPE	NO. OF ROOMS	APPRX. AREA (SQ. FEET)	PERCENTAGE INTEREST IN COMMON AREAS
9	49	A - Presidential	6	1,794	3.667735240
9	50	A - Presidential	6	1,794	3.667735240
9	51	C - Executive	5	1,312	2.819159000
9	52	C - Executive	5	1,312	2.819159000
9	53	A - Presidential	6	1,794	3.667735240
9	54	A - Presidential	6	1,794	3.667735240
10	43	B - Aristocrat	6	1,472	3.290590176
10	44	C - Executive	5	1,312	2.819159000
10	45	C - Executive	5	1,312	2.819159000
10	46	C - Executive	5	1,312	2.819159000
10	47	A - Presidential	6	1,794	3.667735240
10	48	B - Aristocrat	6	1,472	3.290590176

SCHEDULE D

LIST OF UNITS

GARAGE UNITS - 12

BLDG. NO.	UNIT NO.	APPRX. AREA (SQ. FT.)	PERCENTAGE INTEREST IN COMMON AREA
4	18	264	0.169715250
4	19	264	0.169715250
4	20	264	0.169715250
4	21	264	0.169715250
4	22	264	0.169715250
4	23	264	0.169715250
4	24	264	0.169715250
4	25	264	0.169715250
4	26	264	0.169715250
4	27	264	0.169715250
4	28	264	0.169715250
4	29	264	0.169715250

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SCHEDULE D

LIST OF UNITS

GARAGE UNITS - 18

BLDG. NO.	UNIT NO.	APPRX. AREA (SQ. FT.)	PERCENTAGE INTEREST IN COMMON AREA
6	36	264	0.16860
6	37	264	0.16860
6	38	264	0.16860
6	39	264	0.16860
6	40	264	0.16860
6	41	264	0.16860
7	42	264	0.16860
7	43	264	0.16860
7	44	264	0.16860
7	45	264	0.16860
7	46	264	0.16860
7	47	264	0.16860
8	48	264	0.16860
8	49	264	0.16860
8	50	264	0.16860
8	51	264	0.16860
8	52	264	0.16860
8	53	264	0.16860

SCHEDULE D (CONTINUED)

BLDG. NO.	UNIT NO.	UNIT TYPE	NO. OF ROOMS	APPROX. AREA (SQ. FT.)	PERCENTAGE INTEREST IN COMMON AREAS
19	111	C - Executive	5	1,312	2.95000
19	112	C - Executive	5	1,312	2.95000
19	113	A - Presidential	6	1,794	3.88164
19	114	B - Aristocrat	6	1,472	3.37300
20	115	B - Aristocrat	6	1,472	3.37300
20	116	A - Presidential	6	1,794	3.88164
20	117	C - Executive	5	1,312	2.95000
20	118	C - Executive	5	1,312	2.95000
20	119	C - Executive	5	1,312	2.95000
20	120	B - Aristocrat	6	1,472	3.37300

117-92

SCHEDULE D
LIST OF UNITS
RESIDENTIAL UNITS - 30

BLDG. NO.	UNIT NO.	UNIT TYPE	NO. OF ROOMS	APPROX. AREA (SQ. FT.)	PERCENTAGE INTEREST IN COMMON AREAS
16	91	B - Aristocrat	6	1,472	3.37300
16	92	A - Presidential	6	1,794	3.88164
16	93	C - Executive	5	1,312	2.95000
16	94	C - Executive	5	1,312	2.95000
16	95	C - Executive	5	1,312	2.95000
16	96	B - Aristocrat	6	1,472	3.37300
17	97	B - Aristocrat	6	1,472	3.37300
17	98	C - Executive	5	1,312	2.95000
17	99	C - Executive	5	1,312	2.95000
17	100	C - Executive	5	1,312	2.95000
17	101	C - Executive	5	1,312	2.95000
17	102	B - Aristocrat	6	1,472	3.37300
18	103	A - Presidential	6	1,794	3.88164
18	104	C - Executive	5	1,312	2.95000
18	105	C - Executive	5	1,312	2.95000
18	106	A - Presidential	6	1,794	3.88164
18	107	C - Executive	5	1,312	2.95000
18	108	B - Aristocrat	6	1,472	3.37300
19	109	B - Aristocrat	6	1,472	3.37300
19	110	C - Executive	5	1,312	2.95000

SCHEDULE D

LIST OF UNITS

GARAGE UNITS - 6

BLDG. NO.	UNIT NO.	APPRX. AREA (SQ.FT.)	PERCENTAGE INTEREST IN COMMON AREA
5	30	264	0.165
5	31	264	0.165
5	32	264	0.165
5	33	264	0.165
5	34	264	0.165
5	35	264	0.165

SCHEDULE D (CONTINUED)

BLDG. NO.	UNIT NO.	UNIT TYPE	NO. OF ROOMS	APPROX. AREA (SQ. FT.)	PERCENTAGE INTEREST IN COMMON AREAS
14	82	C - Executive	5	1,312	2.895
14	83	A - Presidential	6	1,794	3.795
14	84	B - Aristocrat	6	1,472	3.290
15	85	B - Aristocrat	6	1,472	3.290
15	86	A - Presidential	6	1,794	3.795
15	87	C - Executive	5	1,312	2.895
15	88	C - Executive	5	1,312	2.895
15	89	A - Presidential	6	1,794	3.795
15	90	B - Aristocrat	6	1,472	3.290

SCHEDULE 'D

LIST OF UNITS

RESIDENTIAL UNITS - 30

BLDG. NO.	UNIT NO.	UNIT TYPE	NO. OF ROOMS	APPROX. AREA (SQ. FT.)	PERCENTAGE INTEREST IN COMMON AREAS
11	61	A - Presidential	6	1,794	3.795
11	62	C - Executive	5	1,312	2.895
11	63	C - Executive	5	1,312	2.895
11	64	C - Executive	5	1,312	2.895
11	65	A - Presidential	6	1,794	3.795
11	66	B - Aristocrat	6	1,472	3.290
12	67	A - Presidential	6	1,794	3.795
12	68	A - Presidential	6	1,794	3.795
12	69	C - Executive	5	1,312	2.895
12	70	C - Executive	5	1,312	2.895
12	71	A - Presidential	6	1,794	3.795
12	72	B - Aristocrat	6	1,472	3.290
13	73	B - Aristocrat	6	1,472	3.290
13	74	A - Presidential	6	1,794	3.795
13	75	C - Executive	5	1,312	2.895
13	76	C - Executive	5	1,312	2.895
13	77	C - Executive	5	1,312	2.895
13	78	B - Aristocrat	6	1,472	3.290
14	79	B - Aristocrat	6	1,472	3.290
14	80	A - Presidential	6	1,794	3.795
14	81	C - Executive	5	1,312	2.895

SCHEDULE D (CONTINUED)

BLDG. NO.	UNIT NO.	UNIT TYPE	NO. OF ROOMS	APPRX. AREA (SQ. FEET)	PERCENTAGE INTEREST IN COMMON AREAS
4	19	B - Aristocrat	6	1,472	3.420000
4	20	C - Executive	5	1,312	2.860000
4	21	C - Executive	5	1,312	2.860000
4	22	C - Executive	5	1,312	2.860000
4	23	A - Presidential	6	1,794	3.743755
4	24	B - Aristocrat	6	1,472	3.420000
5	25	B - Aristocrat	6	1,472	3.420000
5	26	C - Executive	5	1,312	2.860000
5	27	C - Executive	5	1,312	2.860000
5	28	C - Executive	5	1,312	2.860000
5	29	A - Presidential	6	1,794	3.743755
5	30	B - Aristocrat	6	1,472	3.420000

SCHEDULE D

LIST OF UNITS

RESIDENTIAL UNITS - 30

BLDG. NO.	UNIT NO.	UNIT TYPE	NO. OF ROOMS	APPRX. AREA (SQ. FEET)	PERCENTAGE INTEREST IN COMMON AREAS
1	1	B - Aristocrat	6	1,472	3.420000
1	2	A - Presidential	6	1,794	3.743755
1	3	C - Executive	5	1,312	2.860000
1	4	C - Executive	5	1,312	2.860000
1	5	A - Presidential	6	1,794	3.743755
1	6	A - Presidential	6	1,794	3.743755
2	7	B - Aristocrat	6	1,472	3.420000
2	8	A - Presidential	6	1,794	3.743755
2	9	C - Executive	5	1,312	2.860000
2	10	C - Executive	5	1,312	2.860000
2	11	A - Presidential	6	1,794	3.743755
2	12	B - Aristocrat	6	1,472	3.420000
3	13	A - Presidential	6	1,794	3.743755
3	14	C - Executive	5	1,312	2.860000
3	15	C - Executive	5	1,312	2.860000
3	16	C - Executive	5	1,312	2.860000
3	17	C - Executive	5	1,312	2.860000
3	18	B - Aristocrat	6	1,472	3.420000

AMENDMENT TO DECLARATION OF UNIT OWNERSHIP OF
PLUMTREE HEIGHTS CONDOMINIUM NO. 1

The Declaration of Unit Ownership of Plumtree Heights Condominium No. 1 dated May 2, 1973 and recorded in Volume 105 at Page 286 of the Bethel Land Records is hereby amended as follows:

1. Article 2, subsection 5 is deleted in its entirety and the following is substituted therefor:

> Community Areas and Facilities: Those areas and facilities, including, but not limited to, recreation areas, roadways, open spaces and administrative building and which benefit both Unit Owners and the Owners of Units in other condominiums, either proposed or existing, within the tract of land known as "Plumtree Heights".

2. Article 3, Section 15 is deleted in its entirety and the following new Article 3, Section 15 is substituted therefor:

> 15. Association: The incorporated entity known as Original Plumtree Heights Owners Association, Inc., comprising as its members all of the unit owners within Plumtree Heights Condominium Nos. 1 through 4, acting as a group in accordance with the By-Laws and Declaration, which By-Laws, as amended, are attached hereto and made a part hereof.

3. Article 8 is deleted in its entirety and the following new Article 8 is substituted therefor:

Article 8
Description of Community Areas and Facilities

> Those areas and facilities, including, but not limited to, recreation areas, roadways, open spaces and administrative building and which benefit both Unit Owners and the Owners of Units in other condominiums, either proposed or existing, within the tract of land known as "Plumtree Heights".

4. Article 10, Section 3 is deleted in its entirety and the following new Article 10, Section 3 is substituted therefor:

> Each Garage Unit is hereby restricted to use for parking a motor vehicle owned by the Unit Owner of the Garage Unit, and for miscellaneous storage purposes. Garage Units may be leased to or owned by only residential Unit Owners within Plumtree Heights.

5. The following new Article 30 is added to the Declaration and made a part hereof:

Article 30
Consolidation of Association Operations and Activities

Pursuant to the Agreement of Merger annexed hereto, the operations and activities of Plumtree Heights Condominium Nos. 1 through 4 have been consolidated into a single association of Unit Owners. The resultant Association has the power to assess common charges and distribute common profits on all member Unit Owners in the same manner and based upon the same percentage interest in the common expenses and profits of each condominium as its predecessor associations.

6. The By-Laws of Plumtree Heights Condominium No. 1 are hereby deleted in their entirety, and the By-Laws of Original Plumtree Heights Owners Association, recorded herewith, are hereby substituted therefor.

In all other respects, the Declaration of Unit Ownership of Plumtree Heights Condominium No. 1 dated May 2, 1973 remains in full force and effect.

IN WITNESS WHEREOF, Plumtree Heights Owners Association, No. 1, Inc., acting herein by Kenneth Hochsprung, its President, has hereunto set its hand and seal this 13th day of November, 1996.

Plumtree Heights Condominium No. 1, Inc.

NANCY MONACO

Ellen M Brandi
Ellen M. Brandi

By: Kenneth Hochsprung, Pres.

STATE OF CONNECTICUT)
) SS: Bethel Nov. 13, 1996
COUNTY OF FAIRFIELD)

On this 13th day of ~~October~~ November, 1996, before me, the undersigned officer, personally appeared, Kenneth Hochsprung, who acknowledged himself to be the President of Plumtree Heights Condominium No. 1, Inc., a Connecticut Corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, as his free act and deed and the free act and deed of said Corporation.

Ellen M Brandi
Notary Public
~~Commissioner of the Superior Court~~

ELLEN M. BRANDI
NOTARY PUBLIC
MY COMMISSION EXPIRES NOVEMBER 30, 1997

Received for record December 24, 1996 at 11:00 A M
Town Clerk
Judith A. Novachek
JUDITH A. NOVACHEK

965598

AMENDMENT TO DECLARATION OF UNIT OWNERSHIP OF
PLUMTREE HEIGHTS CONDOMINIUM NO. 3

The Declaration of Unit Ownership of Plumtree Heights Condominium No. 3 dated July 24, 1974 and recorded in Volume 109 at Page 196 of the Bethel Land Records is hereby amended as follows:

1. Article 2, subsection 5 is deleted in its entirety and the following is substituted therefor:

> Community Areas and Facilities: Those areas and facilities, including, but not limited to, recreation areas, roadways, open spaces and administrative building and which benefit both Unit Owners and the Owners of Units in other condominiums, either proposed or existing, within the tract of land known as "Plumtree Heights".

2. Article 3, Section 15 is deleted in its entirety and the following new Article 3, Section 15 is substituted therefor:

> 15. Association: The incorporated entity known as Original Plumtree Heights Owners Association, Inc., comprising as its members all of the unit owners within Plumtree Heights Condominium Nos. 1 through 4, acting as a group in accordance with the By-Laws and Declaration, which By-Laws, as amended, are attached hereto and made a part hereof.

3. Article 8 is deleted in its entirety and the following new Article 8 is substituted therefor:

Article 8
Description of Community Areas and Facilities

> Those areas and facilities, including, but not limited to, recreation areas, roadways, open spaces and administrative building and which benefit both Unit Owners and the Owners of Units in other condominiums, either proposed or existing, within the tract of land known as "Plumtree Heights".

4. Article 10, Section 3 is deleted in its entirety and the following new Article 10, Section 3 is substituted therefor:

> Each Garage Unit is hereby restricted to use for parking a motor vehicle owned by the Unit Owner of the Garage Unit, and for miscellaneous storage purposes. Garage Units may be leased to or owned by only residential Unit Owners within Plumtree Heights.

5. The following new Article 30 is added to the Declaration and made a part hereof:

Article 30
Consolidation of Association Operations and Activities

Pursuant to the Agreement of Merger annexed hereto, the operations and activities of Plumtree Heights Condominium Nos. 1 through 4 have been consolidated into a single association of Unit Owners. The resultant Association has the power to assess common charges and distribute common profits on all member Unit Owners in the same manner and based upon the same percentage interest in the common expenses and profits of each condominium as its predecessor associations.

6. The By-Laws of Plumtree Heights Condominium No. 3 are hereby deleted in their entirety, and the By-Laws of Original Plumtree Heights Owners Association, recorded herewith, are hereby substituted therefor.

In all other respects, the Declaration of Unit Ownership of Plumtree Heights Condominium No. 3 dated July 24, 1974 remains in full force and effect.

IN WITNESS WHEREOF, Plumtree Heights Condominium No. 3, Inc., acting herein by Carol Cheslock, its President, has hereunto set its hand and seal this 13th day of November, 1996.

Nancy Monaco
NANCY MONACO

Ellen M. Brandi
Ellen M. Brandi

Plumtree Heights Condominium No. 3, Inc.

By: Carol Cheslock
Carol Cheslock, Pres.

STATE OF CONNECTICUT)
) SS: Bethel Nov. 13, 1996
COUNTY OF FAIRFIELD)

On this 13th day of ~~October~~ November, 1996, before me, the undersigned officer, personally appeared, Carol Cheslock, who acknowledged herself to be the President of Plumtree Heights Condominium No. 3, Inc., a Connecticut Corporation, and that she, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, as her free act and deed and the free act and deed of said Corporation.

Ellen M. Brandi
Notary Public
~~Commissioner of the Superior Court~~
ELLEN M. BRANDI
NOTARY PUBLIC
MY COMMISSION EXPIRES NOVEMBER 30, 1997

R ved for record December 24 1996 at 11:02 AM
Town Clerk
Judith A. Novachek
JUDITH A. NOVACHEK

AMENDMENT TO DECLARATION OF UNIT OWNERSHIP OF
PLUMTREE HEIGHTS CONDOMINIUM NO. 2

The Declaration of Unit Ownership of Plumtree Heights Condominium No. 2 dated October 22, 1973 and recorded in Volume 109 at Page 196 of the Bethel Land Records is hereby amended as follows:

1. Article 2, subsection 5 is deleted in its entirety and the following is substituted therefor:

> Community Areas and Facilities: Those areas and facilities, including, but not limited to, recreation areas, roadways, open spaces and administrative building and which benefit both Unit Owners and the Owners of Units in other condominiums, either proposed or existing, within the tract of land known as "Plumtree Heights".

2. Article 3, Section 15 is deleted in its entirety and the following new Article 3, Section 15 is substituted therefor:

> 15. Association: The incorporated entity known as Original Plumtree Heights Owners' Association, Inc., comprising as its members all of the unit owners within Plumtree Heights Condominium Nos. 1 through 4, acting as a group in accordance with the By-Laws and Declaration, which By-Laws, as amended, are attached hereto and made a part hereof.

3. Article 8 is deleted in its entirety and the following new Article 8 is substituted therefor:

> Article 8
> Description of Community Areas and Facilities
>
> Those areas and facilities, including, but not limited to, recreation areas, roadways, open spaces and administrative building and which benefit both Unit Owners and the Owners of Units in other condominiums, either proposed or existing, within the tract of land known as "Plumtree Heights".

4. Article 10, Section 3 is deleted in its entirety and the following new Article 10, Section 3 is substituted therefor:

> Each Garage Unit is hereby restricted to use for parking a motor vehicle owned by the Unit Owner of the Garage Unit, and for miscellaneous storage purposes. Garage Units may be leased to or owned by only residential Unit Owners within Plumtree Heights.

5. The following new Article 30 is added to the Declaration and made a part hereof:

Article 30
Consolidation of Association Operations and Activities

Pursuant to the Agreement of Merger annexed hereto, the operations and activities of Plumtree Heights Condominium Nos. 1 through 4 have been consolidated into a single association of Unit Owners. The resultant Association has the power to assess common charges and distribute common profits on all member Unit Owners in the same manner and based upon the same percentage interest in the common expenses and profits of each condominium as its predecessor associations.

6. The By-Laws of Plumtree Heights Condominium No. 2 are hereby deleted in their entirety, and the By-Laws of Original Plumtree Heights Owners Association, recorded herewith, are hereby substituted therefor.

In all other respects, the Declaration of Unit Ownership of Plumtree Heights Condominium No. 2 dated October 22, 1973 remains in full force and effect.

IN WITNESS WHEREOF, Plumtree Heights Condominium No. 2, Inc., acting herein by Thomas Bartsch, its President, has hereunto set its hand and seal this 13th day of November 1996.

Nancy Monaco
NANCY MONACO

Ellen M. Brandi
Ellen M. Brandi

Plumtree Heights Condominium
No. 2, Inc.

By: Thomas W. Bartsch
Thomas Bartsch, Pres.

STATE OF CONNECTICUT)
) SS: Bethel NOV. 13, 1996
COUNTY OF Fairfield)

On this day of October, 1996, before me, the undersigned officer, personally appeared, Thomas Bartsch, who acknowledged himself to be the President of Plumtree Heights Condominium No. 2, Inc., a Connecticut Corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, as his free act and deed and the free act and deed of said Corporation.

Ellen M. Brandi
Notary Public
~~Commissioner of the Superior Court~~

ELLEN M. BRANDI
NOTARY PUBLIC
MY COMMISSION EXPIRES NOVEMBER 30, 1997

Received for record December 24, 1996 at 11:01 AM
Town Clerk
Judith A. Novachek
JUDITH A. NOVACHEK

AMENDMENT TO DECLARATION OF UNIT OWNERSHIP OF
PLUMTREE HEIGHTS CONDOMINIUM NO. 4

The Declaration of Unit Ownership of Plumtree Heights Condominium No. 4 dated November 1, 1974 and recorded in Volume 109 at Page 196 of the Bethel Land Records and as amended and restated in Volume 407 at Page 297 of the Bethel Land Records is hereby further amended as follows:

1. Article I, Section 1.3 is hereby deleted in its entirety and the following new Article I, Section 1.3 is substituted therefor:

1.3 Association: The incorporated entity known as Original Plumtree Heights Owners Association, Inc., comprising as its members all of the unit owners within Plumtree Heights Condominium Nos. 1 through 4, acting as a group in accordance with the By-Laws and Declaration, which By-Laws, as amended, are attached hereto and made a part hereof.

2. Article II, Section 2.2 is hereby deleted in its entirety and the following new Article II, Section 2.2 is hereby substituted therefor:

2.2 Association: The name of the Association is Original Plumtree Heights Owners Association, Inc.

3. Article XXXI is hereby deleted in its entirety and the following new Article XXXI is substituted therefor:

Article XXXI
Condominium Association

The condominium association is incorporated. It is known as original Plumtree Heights Owners Association, Inc.

4. The following new Article XXXV is added to the Declaration and made a part hereof:

Article XXXV
Consolidation of Association Operations and Activities

Pursuant to the Agreement of Merger annexed hereto, the operations and activities of Plumtree Heights Condominium Nos. 1 through 4 have been consolidated into a single association of Unit Owners. The resultant Association has the power to assess common charges and distribute common profits on all member Unit Owners in the same manner and based upon the same percentage interest in the common expenses and profits of each condominium as its predecessor associations.

5. The By-Laws of Plumtree Heights Condominium No. 4 are hereby deleted in their entirety, and the By-Laws of Original Plumtree Heights Owners Association, recorded herewith, are hereby substituted therefor.

In all other respects, the Declaration of Unit Ownership of Plumtree Heights Condominium No. 4 as amended and restated remains in full force and effect.

IN WITNESS WHEREOF, Plumtree Heights Condominium No. 4, Inc., acting herein by Geraldine Matteo, its President, has hereunto set its hand and seal this 13th day of November, 1996.

Nancy Monaco
NANCY MONACO

Ellen M Brandi
Ellen M Brandi

Plumtree Heights Condominium No. 4, Inc.

By: Geraldine Matteo
Geraldine Matteo, Pres.

STATE OF CONNECTICUT)
COUNTY OF Fairfield) SS: Bethel Nov. 13, 1996

On this 13th day of ~~October~~ Nov., 1996, before me, the undersigned officer, personally appeared, Geraldine Matteo, who acknowledged herself to be the President of Plumtree Heights Condominium No. 4, Inc., a Connecticut Corporation, and that she, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, as her free act and deed and the free act and deed of said Corporation.

Ellen M Brandi
Notary Public
~~Commissioner of the Superior Court~~

ELLEN M. BRANDI
NOTARY PUBLIC
MY COMMISSION EXPIRES NOVEMBER 30, 1997

Received for record December 24, 1996 at 11:03 P M

Town Clerk Judith A. Novachek
JUDITH A. NOVACHEK

CERTIFICATE OF MERGER OF
PLUMTREE HEIGHTS CONDOMINIUM NUMBER 1, INC.,
PLUMTREE HEIGHTS CONDOMINIUM NUMBER 2, INC.,
PLUMTREE HEIGHTS CONDOMINIUM NUMBER 3, INC. and
PLUMTREE HEIGHTS CONDOMINIUM NUMBER 4, INC.
AND
ORIGINAL PLUMTREE HEIGHTS OWNERS ASSOCIATION, INC.

1. The name of the surviving corporation and the merger is Original Plumtree Heights Homeowners Association, Inc., a corporation organized and existing under the laws of the State of Connecticut and the name of the corporations to be merged are: Plumtree Heights Condominium Number 1, Inc., Plumtree Heights Condominium Number 2, Inc., Plumtree Heights Condominium Number 3, Inc., and Plumtree Heights Condominium Number 4, Inc., and Original Plumtree Heights Owners Association, Inc., Connecticut corporations.

2. The plan of merger is as follows:

See Exhibit A entitled "Agreement of Merger" annexed hereto.

3. The plan of merger was adopted in the following manner:

a. The plan was approved by resolution adopted by the Board of Directors of each merging corporation.

b. The plan was approved by the members of the merged corporations as follows:

	Number of Members Entitled to Vote	Voting Powers of Shares Entitled to Vote	Vote Required for Adoption	Vote Favoring Adoption
Plumtree Heights Condo No. 1	30	n/a	23	27
Plumtree Heights Condo No. 2	30	n/a	23	26
Plumtree Heights Condo No. 3	30	n/a	23	25
Plumtree Heights Condo No. 4	6	n/a	4	5
Original Plumtree Heights Owners Assoc.	96	n/a	73	83

Dated at Bethel, Connecticut this 13th day of November, 1996.

We hereby declare, under the penalties of false statement, that the statements made in the foregoing certificate, insofar as they pertain to Plumtree Heights Condominium Nos. 1 through 4, Inc., Connecticut Corporations, are true.

Plumtree Heights Condominium
No. 1, Inc.

By: _____
Kenneth Hochsprung, Pres.

Plumtree Heights Condominium
No.2, Inc.

By: _____
Thomas Bartsch, Pres.

Plumtree Heights Condominium
No. 3, Inc.

By: Carol Cheslock
Carol Cheslock, Pres.

Plumtree Heights Condominium
No.4, Inc.

By: _____
Geraldine Matteo, Pres.

Original Plumtree Heights Owners
Association, Inc.

By: _____
THOMAS BARTSCH, PRES.

EXHIBIT A

ORIGINAL PLUMTREE HEIGHTS OWNERS ASSOCIATION, INC.

AGREEMENT OF MERGER

This Agreement of Merger made this 13th day of ~~October~~ November, 1996 by and between Plumtree Heights Condominium No. 1, Inc. Plumtree Heights Condominium No. 2, Inc., Plumtree Heights Condominium No. 3, Inc. and Plumtree Heights Condominium No. 4, Inc. (hereinafter collectively referred to as the "Associations").

WHEREAS, the Associations were formed as separate entities to act as associations of unit owners pursuant to the Declaration and Bylaws of Plumtree Heights Condominium No. 1, recorded in the Bethel Land Records in Volume 105 at Page 286, Plumtree Heights Condominium No. 2 recorded in the Bethel Land Records in Volume 109 at Page 196, Plumtree Heights Condominium No. 3 recorded in the Bethel Land Records in Volume 114 at Page 1, and Plumtree Heights Condominium No. 4 recorded in the Bethel Land Records in Volume 117 at Page 54, as amended and restated in Volume 407 at Page 297; and

WHEREAS, the Associations have, since their inception, been managed by and functioned as one entity under the name "Plumtree Heights Owners Association, Inc."; and

WHEREAS, the Associations wish to consolidate and formally merge their operations and activities into a single association of unit owners; and

WHEREAS, the merger was authorized at a meeting of the members of the Associations, by a vote of two-thirds of said memebers.

NOW, THEREFORE, the Associations hereby agree to consolidate and merge into and be a part of Original Plumtree Heights Owners Association, Inc. pursuant to the terms hereof.

1. The Associations hereby agree that their operations and activities are merged into a single condominium association known as Original Plumtree Heights Condominium Association, Inc.

2. Original Plumtree Heights Owners Association, Inc. shall have the powers, obligations and responsibilities of condominium associations under the Connecticut General Statutes, and under the Declarations and Bylaws of the Associations.

3. The percentage interests in the common elements assigned to each unit of each condominium shall remain unchanged, and the title, description and separate character of each condominium shall remain unchanged.

4. Original Plumtree Heights Owners Association, Inc. shall have the power to assess common charges and distribute common profits on all member unit owners in the same manner and based upon the same percentage interest in the common expenses and profits of each condominium as its predecessor associations.

NANCY MONACO

Ellen M. Brandi

Plumtree Heights Condominium
No. 1, Inc.

By: _____
Kenneth Hochsprung, Pres.

NANCY MONACO

Ellen M. Brandi

Plumtree Heights Condominium
No.2, Inc.

By: _____
Thomas Bartsch, Pres.

NANCY MONACO

Ellen M. Brandi

Plumtree Heights Condominium
No. 3, Inc.

By: Carol Cheslock
Carol Cheslock, Pres.

NANCY MONACO

Ellen M. Brandi

Plumtree Heights Condominium
No.4, Inc.

By: _____
Geraldine Matteo, Pres.

STATE OF CONNECTICUT)
COUNTY OF Fairfield) SS: Bethel Nov. 13, 1996

On this 13th day of ~~October,~~ November 1996, before me, the undersigned officer, personally appeared, Kenneth Hochsprung, who acknowledged himself to be the President of Plumtree Heights Condominium No. 1, Inc., a Connecticut Corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, as his free act and deed and the free act and deed of said Corporation.

Ellen M Brandi

Notary Public
~~Commissioner of the Superior Court~~
ELLEN M. BRANDI
NOTARY PUBLIC
MY COMMISSION EXPIRES NOVEMBER 30, 1997

STATE OF CONNECTICUT)
COUNTY OF Fairfield) SS: Bethel Nov. 13, 1996

On this 13th day of ~~October~~ Nov. 1996, before me, the undersigned officer, personally appeared, Thomas Bartsch, who acknowledged himself to be the President of Plumtree Heights Condominium No. 2, Inc., a Connecticut Corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, as his free act and deed and the free act and deed of said Corporation.

Ellen M Brandi

Notary Public
~~Commissioner of the Superior Court~~
ELLEN M. BRANDI
NOTARY PUBLIC
MY COMMISSION EXPIRES NOVEMBER 30, 1997

STATE OF CONNECTICUT)
COUNTY OF Fairfield) SS: Bethel Nov. 13, 1996

On this 13th day of ~~October~~ November, 1996, before me, the undersigned officer, personally appeared, Carol Cheslock, who acknowledged herself to be the President of Plumtree Heights Condominium No. 3, Inc., a Connecticut Corporation, and that she, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, as her free act and deed and the free act and deed of said Corporation.

Ellen M Brandi

Notary Public
~~Commissioner of the Superior Court~~

ELLEN M. BRANDI
NOTARY PUBLIC
MY COMMISSION EXPIRES NOVEMBER 30, 1997

STATE OF CONNECTICUT)
) SS: N/A , 199
COUNTY OF)

On this day of October, 1996, before me, the undersigned officer, personally appeared, Kenneth Hochsprung, who acknowledged himself to be the President of Plumtree Heights Condominium No. 1, Inc., a Connecticut Corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, as his free act and deed and the free act and deed of said Corporation.

Notary Public
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) SS: Bethel Nov. 13, 1996
COUNTY OF Fairfield)

On this 13th day of ~~October~~ November, 1996, before me, the undersigned officer, personally appeared, Geraldine Matteo, who acknowledged herself to be the President of Plumtree Heights Condominium No. 4, Inc., a Connecticut Corporation, and that she, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, as her free act and deed and the free act and deed of said Corporation.

Ellen M. Brandi

Notary Public
~~Commissioner of the Superior Court~~

ELLEN M. BRANDI
NOTARY PUBLIC
MY COMMISSION EXPIRES NOVEMBER 30, 1997