

EXHIBIT A

DECLARATION

OF

CAMELOT COURT CONDOMINIUMS

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Date: , 2001

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Declarant:

COLONIAL BUILDERS AND DEVELOPERS, LLP  
940 Federal Road  
Brookfield, Connecticut 06804

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Prepared By  
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DECLARATION OF CAMELOT COURT CONDOMINIUMS  
BY  
PIONEER INVESTMENTS, LLC

COLONIAL BUILDERS AND DEVELOPERS, LLP, a Connecticut limited liability partnership having an office and place of business in Brookfield, Connecticut, hereinafter referred to as the Declarant, does hereby declare:

ARTICLE 1

SUBMISSION OF PROPERTY

The Declarant hereby submits the land herein described in Schedule A and the improvements thereon to the condominium form of ownership and use in the manner provided by Section 47-200 et. seq. of the Connecticut General Statutes, as amended, herein called the Common Interest Ownership Act ("CIOA"). This project is a condominium. The name by which this project is to be identified is "Camelot Court Condominiums". Camelot Court Condominiums Association, Inc., (hereinafter called the "Association") is a non-stock corporation, organized and existing under the laws of the State of Connecticut, having an office and principal place of business in the City of Danbury, County of Fairfield and State of Connecticut, the ownership of which is vested in the Unit owners of Camelot Court Condominiums. Said corporation is not organized for profit.

ARTICLE 2

DEFINITIONS

As used herein and unless the context otherwise requires, the following terms mean:

(a) Act: The Common Interest Ownership Act, Section 47-200 et. seq. of the Connecticut Statutes, as he same may be amended from time to time (also referred to as "CIOA").

(b) Allocated interests: The undivided interest in the Common Elements, the Common Expense liability, and votes in the association allocated to each Unit in Camelot Court Condominiums.

(c) Association or Unit Owners' Association: The Unit Owners' association organized under CIOA. Camelot Court Condominiums Association, Inc.

(d) By-Laws: The By-Laws of the Association, as they may be amended from time to time.

(e) Common Elements: All portions of Camelot Court Condominiums other than the Units.

(f) Common Expenses:

- (i) Expenditures made by or financial liabilities of the Association, together with any allocations to reserves;
- (ii) Expenses agreed upon as Common Expenses by the Association;
- (iii) Expenses declared to be Common Expenses by this Declaration, By-Laws or CIOA.

(g) Common Interest Community: Real property described in a declaration with respect to which a person, by virtue of his or her ownership of a Unit, is obligated to pay for

- (i) real property taxes on;
- (ii) insurance premiums on;
- (iii) maintenance of; or
- (iv) improvement of

any real property other than the Unit described in this Declaration. Camelot Court Condominiums is a Common Interest Community.

(h) Condominium: A Common Interest Community in which portions of the real property are designated for separate ownership and the remainder of the real property is designated for common ownership solely by the owners of those portions, and the undivided interests in the Common Elements are vested in the unit owners. Camelot Court Condominiums is a Condominium.

(i) Declarant: Colonial Builders and Developers, LLP, A Connecticut limited liability partnership, or its successor, as defined in Section 47-202 (12) of the Act.

(j) Declaration: Any instruments, however denominated, that create a Common Interest Community, including any amendments to those instruments; this document, including any amendments.

(k) Development Rights: Any right or combination of rights reserved by a Declarant in this Declaration to:

- (i) add real property to a Common Interest Community;
- (ii) create Units, Common Elements, or Limited Common Elements within a Common Interest Community;

(iii) subdivide Units or convert Units into Common Elements; or

(iv) withdraw real property from a Common Interest Community.

(l) Director: A member of the Executive Board.

(m) Eligible Insurer: An insurer or guarantor of a first mortgage given certain rights to receive notice, approve amendments, and take actions provided in Article 18 hereof.

(n) Eligible Mortgagee: A mortgagee given certain rights to receive notice, approve amendments and take actions provided in Article 18 hereof.

(o) Executive Board: The body, if any, regardless of name, designated in the Declaration to act on behalf of the Association.

(p) Identifying Number: A symbol or address that identifies only one Unit in a Common Interest Community.

(q) Limited Common Element: A portion of the Common Elements allocated by this Declaration or by CIOA for the exclusive use of one or more but fewer than all of the Units.

(r) Notice and Comment: The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Article 24 hereof.

(s) Notice and Hearing: The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Article 24 hereof.

(t) Person: An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

(u) Plans: The plans filed with this Declaration or thereafter. Plans are part of this Declaration as Schedule C.

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

security for an obligation.

(w) Special Declarant Rights: Rights reserved for the benefit of a Declarant to:

- (i) complete improvements indicated on Surveys and Plans filed with the Declaration;
- (ii) exercise any Development Right;
- (iii) maintain sales offices, management offices, signs advertising the Common Interest Community, and models;
- (iv) use easements through the Common Elements for the purpose of making improvements within the Common Interest Community or within real property which may be added to the Common Interest Community;
- (v) make the Common Interest Community subject to a master association;
- (vi) merge or consolidate a Common Interest Community with another Common Interest Community of the same form of ownership;
- (vii) appoint or remove any officer of the Association or any master association or any Executive Board member during any period of Declarant control.

(x) Survey: The survey filed with the Declaration, as it may be amended from time to time; the survey is part of the Declaration as **Schedule B**.

(y) Unit: A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Article 5 hereof.

(z) Unit Owner: A Declarant or other person who owns a Unit. In this Common Interest Community, Pioneer Investments, LLC is the initial owner of any Unit created by the Declaration.

### ARTICLE 3

#### **NAME AND TYPE OF COMMON INTEREST COMMUNITY AND ASSOCIATION**

This project is a condominium. The name by which this condominium is to be identified is "Camelot Court Condominiums". Camelot Court Condominiums Association, Inc. (hereinafter called the "Association") is a non-stock corporation organized and existing under the laws of the State of Connecticut, having an office and principal place of business in the City of Danbury, County of Fairfield and State of Connecticut, the ownership of which is vested in the Unit owners of Camelot Court Condominiums.

Said corporation is not organized for profit.

#### ARTICLE 4

##### DESCRIPTION OF LAND

The legal description of the land owned by the Declarant, which is hereby submitted to the condominium form of ownership under CIOA, is described in Schedule A attached hereto and made a part hereof. Such premises are subject to the encumbrances, easements, licenses, rights, privileges and restrictions set forth herein and in said Schedule A and, in addition to the foregoing, are subject to those easements as set forth in CIOA. The land may also be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article 9 of this Declaration. The project is situated entirely in Danbury, Connecticut. The Survey of the land is annexed hereto as Schedule B.

#### ARTICLE 5

##### DESCRIPTION OF UNIT BOUNDARIES AND IDENTIFICATION OF UNITS; MAXIMUM NUMBER OF UNITS

(a) Boundaries of each Unit created by this Declaration are shown on the Survey and Plans and are described as follows:

- (i) Walls, floors, windows, exterior doors and ceilings are designated as boundaries of a Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are part of a Unit, and all other portions of the walls, floors, windows, exterior doors and ceilings are part of the Common Elements.
- (ii) Inclusions: Each Unit shall include the spaces and improvements lying within the boundaries described in subsection 5(a)(i) above, and shall also contain any pipes, wires, ducts, water heaters, electrical switches, television, telephone or electrical receptacles and light fixture boxes and conduit situated in the perimeter walls of the Unit.
- (iii) If this definition is inconsistent with the Survey or Plans, then this definition shall control.

(b) Plans of the Units are annexed hereto as Schedule C and made a part hereof.

(c) There are four (4) Units in Camelot Court Condominiums. The maximum number of Units that may be created is thirty (30).

(d) Any heating and cooling apparatus and all electrical switches, television, telephone and electrical receptacles and light switches serving one Unit exclusively are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.

(e) Annexed hereto and made a part hereof as **Schedule D** is a list of each Unit's identifying number, allocated percentage of undivided interest and affordable designation, if applicable.

(f) The existing physical boundaries of a Unit or the physical boundaries of a Unit reconstructed in substantial accordance with the description contained in the original Declaration are its legal boundaries, rather than the boundaries derived from the description contained herein regardless of vertical or lateral movement of the building or minor variance between those boundaries and the boundaries derived from the description contained in the original Declaration. This Article does not relieve a Unit Owner of liability in case of his or her willful misconduct or relieve the Declarant or any other person of liability for failure to adhere to any Surveys and Plans.

(g) If any portion of any Common Element encroaches on any Unit or if any portion of a Unit encroaches on any Common Element as a result of the duly authorized construction or repair of a building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands.

## ARTICLE 6

### DESCRIPTION OF LIMITED COMMON ELEMENTS

The following portions of the Common Elements are Limited Common Elements:

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

(b) Any shutters, doorsteps, stoops, porches, decks and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

## ARTICLE 7

### MAINTENANCE, REPAIR AND REPLACEMENT

(a) Common Elements. The Association is responsible for maintenance, repair and replacement of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

(b) Units. Each Unit Owner is responsible for maintenance, repair and replacement of his or her Unit.

(c) Limited Common Elements. The Association shall be responsible for routine maintenance, upkeep and cleaning and snow removal of and on the doorsteps, stoops, steps and porches, leading to the Units. Each Unit Owner shall be responsible for routine maintenance, upkeep and cleaning and snow removal from all decks which are Limited Common Elements appurtenant to Units. Repair or replacement of steps, stoops, porches and decks not necessitated by the misuse, negligence or neglect of the Owner of the Unit to which such Limited Common Element is appurtenant shall not be separately assessed but shall be paid by the Association and assessed against all Units in accordance with their allocated common expense liability.

Each Unit Owner shall be responsible for the maintenance, repair and replacement of exterior doors (including garage doors) and windows. The maintenance and upkeep of the exterior finish of doors and trim around doors and windows will be a Common Expense.

(d) Each Unit owner shall have an easement, in common with the owners of all other Units, to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his or her Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units and the Association to use the pipes, ducts, cables, wire, conduits, public utility lines and other Common Elements serving such other Unit and located in such Unit. Each Unit Owner shall afford to the Association or any person authorized by the Executive Board and to their agents or employees, access through his or her Unit reasonably necessary for those purposes. Any person authorized by the Executive Board shall have the right of access to all portions of the property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing or replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the effect Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate,



whether or not the Unit Owner is present at the time.

(e) Each Unit owner shall reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit.

## ARTICLE 8

### PERSON TO RECEIVE SERVICE

Robin A. Kahn, Esq., 158 Deer Hill Avenue, Danbury, Connecticut 06810, is hereby designated to receive notice of process on behalf of Camelot Court Condominiums Association, Inc. in any action which might be brought. All changes of this agent to receive service of process shall be done in the manner prescribed by the Connecticut General Statutes.

## ARTICLE 9

### DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

(a) Reservation of Development Rights. The Declarant reserves the following Development Rights:

- (i) All lawful Development Rights as the same are defined in Section 47-202 (14) of CIOA more specifically but not by limitation, the right to add Units and Limited Common Elements in locations shown as "Development Rights Reserved in this Area" on the Survey, the right to add real property to the Common Interest Community and the right to withdraw any of the real property designated as "Development Rights Reserved in this Area" on the Survey.
- (ii) The right to construct utility lines, pipes, wires, ducts, conduits and other facilities across the land not designated "Development Rights Reserved in this Area" on the Survey for the purpose of furnishing utility and other services to buildings and improvements to be constructed on the land designated "Development Rights Reserved in this Area" on the Survey. The Declarant also reserves the right to grant easements to public utility companies and to convey improvements within those easements anywhere in the Common Interest Community for the purpose of furnishing utility and other services to buildings and improvements to be constructed anywhere in the Common Interest Community.

- (iii) The right to allocate as Limited Common Elements parking spaces as shown on the Survey and to assign them to particular Units.

(b) Limitation on Development Rights. The Development Rights reserved in Article 9 (a) are limited as follows:

- (i) The Development Rights may be exercised at any time, but not more than twenty-one (21) years after the recording of the initial Declaration;
- (ii) Not more than twenty-six (26) additional Units may be created under the Development Rights;
- (iii) The buildings and improvements constructed under the Development Rights shall be architecturally consistent with the buildings and improvements constructed pursuant to the Declaration as initially recorded, although no assurance is given hereby of any development beyond the four (4) Units created by said initial recording;
- (iv) All Units and Common Elements created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as Units created under the initial Declaration.
- (v) The quality of construction of any buildings and improvements to be created on the property shall be consistent with the quality of those constructed pursuant to this Declaration as initially recorded.

(c) Phasing of Development Rights. No assurances are made by the Declarant regarding the portions of the areas shown as "Development Rights Reserved in this Area" on the Plans and Survey as to the portions where the Declaration will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community:

- (i) To complete improvements indicated on the Survey and Plans filed with the Declaration;
- (ii) To exercise any Development Right;
- (iii) To maintain sales offices, management offices, signs advertising the Common Interest Community

and models;

- (iv) To use easements through the Common Elements for the purpose of making improvements within the Common Interest Community;
- (v) To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control;
- (vi) To merge or consolidate the Common Interest Community with another Common Interest Community.

Without limiting the generality of the foregoing, until all of the Units that may be created are sold, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned or leased by the Declarant or any portion of the Common Elements as a model Unit or sales or administration office. The Declarant further reserves the right to perform warranty work, repairs and construction work, to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Association. The Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under CIOA or reserved in the Declaration. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities in a manner which will not Unreasonably disturb the rights of Unit Owners. The Declarant reserves the right to remove any and all personal property and improvements used in development, marketing and construction at the property, whether or not they have become fixtures.

(d) Declarant Control of the Association.

- (i) Subject to Subsection (ii) below: there shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board. The period of Declarant control terminates no later than the earlier of: (A) sixty (60) days after conveyance of sixty (60%) percent of the Units to Unit Owners other than the Declarant; (2) two years after the Declarant has ceased to offer Units for sale in the ordinary course of business; (3) two years after any right to add new units was last exercised; or (4) the date the Declarant, after giving written notice to Unit Owners, records an instrument voluntarily surrendering all rights to control activities of the Association. The

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

(ii) Not later than sixty (60) days after conveyance of one third of the Units that may be created to Unit Owners other than the Declarant, at least one member and not less than one-third of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.

(iii) Not later than the termination of any period of Declarant control the Unit Owners shall elect an Executive Board of at least three (3) members, the majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

(iv) Notwithstanding any provision of the Declaration or By-Laws to the contrary, the Unit Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

(e) Right to Lease. So long as the Declarant is the owner of any Unit, the Declarant reserves the right to lease each such Unit, from time to time, under such terms as it may deem appropriate, except that each lease shall be for a term of not less than thirty (30) days. The Declarant further reserves the right to enter into short term leases on a day to day basis as a part of providing temporary occupancy to purchasers prior to closing.

(f) Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

(g) Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant until the earlier of the following:

- (i) So long as the Declarant is obligated under any warranty or obligation, holds a Development Right to create additional Units or Common Elements, owns any Unit; or
- (ii) For twenty-one (21) years after recording this Declaration, whichever is earliest. Earlier termination of certain rights may occur by statute.

## ARTICLE 10

### ALLOCATED INTERESTS

(a) The table showing unit numbers and their allocated interests is attached as Schedule D.

(b) An equal percentage of undivided interest in the Common Elements has been allocated to each Unit.

(c) Nothing contained in this section shall prohibit or inhibit apportionment of certain Common Expenses to particular Units pursuant to the provisions of Article 7, nor shall it prohibit or inhibit assessment of Common Expenses caused by or resulting from Unit Owner misconduct to that Unit.

(d) Each Unit in the Condominium shall have one equal vote.

## ARTICLE 11

### RESTRICTIONS ON USE, ALIENATION, OR OCCUPANCY

The use of the property and the purposes for which the building and each of the Units therein are intended shall be in accordance with the following provisions:

(a) Each Unit shall be occupied as a residence and for no other purpose except that Units may, at the option of the Declarant and its successors, and only with their permission, be used for the purposes for which residences may also be used as provided for under the zoning regulations of the City of Danbury and under the terms and conditions stated therein. No sign indicating permitted commercial or professional uses may be displayed outside a Unit or inside a Unit so as to be visible from the outside. Notwithstanding any other provisions of this paragraph to the contrary, however, the Declarant has the right, until all Units are sold, to use any Unit or Units owned or leased by it for model apartments or for sales and administration offices in such number, size, location or relocation as the Declarant in its sole discretion shall decide, provided that the same are architecturally compatible with the other Units in Camelot Court

Condominiums. Such model apartments and such sales or administration offices are Units and shall not become Common Elements.

(b) Except as permitted by the Danbury Zoning Regulations, no industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise, may be conducted, maintained or permitted on any part of the Property.

(c) A Unit may not be conveyed pursuant to a time sharing plan as defined under Chapter 734 (b) of the Connecticut General Statutes.

(d) A Unit may not be leased by a Unit Owner for a term of less than one (1) year. The Declarant may, however, lease Units owned by it for a term of 30 days so long as it maintains Special Declarant Rights. All leases shall be in writing and shall specifically state that the leases are subject to the requirements of the Declaration of Camelot Court Condominiums and the Rules and By-Laws of the Association. Copies of all executed leases must be filed with the Association within 30 days of the inception of the lease term. In the event of any rental, the Unit's owner shall be totally responsible and liable to the Association for compliance by the tenant with the provisions of the Declaration, the By-Laws, and the Rules of the Association, and, in this regard, the Unit owner shall make periodic inspections of the Unit (at not more than six (6) month intervals) to insure that the tenant is not in violation of any of the provisions of the Declaration, the By-Laws and any Rules of the Association. The Association will have the right and power to exercise the landlord's right of summary process against any tenant of a Unit Owner who violates the requirement of the condominium documents and the Association, provided that the landlord has received Notice and Hearing, and is given a reasonable opportunity to cure the violation following the hearing. Notwithstanding the foregoing, as long as the Declarant is a Unit Owner, the Declarant may enter into short term leases on a day to day basis as part of providing temporary occupancy to purchasers prior to closing.

(e) No noxious or offensive activities may be carried on in any Unit or in the Common Elements, nor may anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants or which interferes with the peaceful possession and proper use of the property by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof will be observed. Each Unit Owner will be obligated to maintain his or her own Unit and keep it in good order and repair.

(f) There shall be no obstruction of the Common Elements or Limited Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association.

(g) Nothing shall be done or kept in any Unit or the Common

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Elements or Limited Common elements which will increase the rate of insurance of the buildings or the contents thereof beyond the rates applicable for residential Units without prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on any of the buildings or the contents thereof or which would be in violation of any law.

(h) In the event that any sales or service tax is imposed upon a Unit which is not owner-occupied or which is otherwise not imposed equally upon all Unit Owners, the landlord or other Unit Owner will pay such tax through the Association as an additional Common Expense assessment. The Association may require certificates of status from Unit Owners in order to enforce and determine applicability of such impositions.

✓ (i) The use of Units and Common Elements is subject to the By-Laws and Rules of the Association. The Rules are annexed hereto (but not made a part hereof) as **Schedule E**. The Association shall have the power to make such further Rules as it deems necessary. The Association shall further have the right to levy fines for violations of these restrictions and the Rules, provided that the fine for a single violation may not, under any circumstances, exceed \$25.00. For each day that a violation continues after notice it shall be considered a separate violation. Any fine so levied is to be considered as a Common Expense to be levied against the particular Unit owner involved, and collection may be enforced by the Association in the same manner as it is entitled to enforce collection of Common Expenses.

(j) Three (3) of the Units in Camelot Court Condominiums will be subject to a Contract between Alan Weiner and the City of Danbury dated March 21, 2001 and recorded on March 28, 2001, in Volume 1347 at Page 591 of the Danbury Land Records. The Contract requires that those Units which are designated by the Declarant as affordable units (the "Affordable Units") be sold or leased at prices which qualify them as affordable pursuant to Connecticut General Statutes Section 8-39a.

(k) Unit Owners may make no exterior landscaping additions or alterations without the prior consent of the Association.

## ARTICLE 12

### EASEMENTS AND LICENSES

(a) The Common Interest Community is presently subject to the easements and licenses set forth in **Schedule A**.

(b) The Common Interest Community may be subject to other easements or licenses granted by the Declarant pursuant to its

powers under Article 9 of this Declaration.

### ARTICLE 13

#### ALLOCATION AND REALLOCATION OF LIMITED COMMON ELEMENTS SUBSEQUENTLY ALLOCATED LIMITED COMMON ELEMENTS

Limited Common Elements may be allocated or reallocated pursuant to the provisions of Section 47-227 of CIOA. All amendments shall specify to which Unit or Units the Limited Common Element is allocated.

### ARTICLE 14

#### ADDITIONS, ALTERATIONS AND IMPROVEMENTS BY UNIT OWNERS

(a) Subject to Subsection (b), a Unit Owner:

- (i) May make any improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or mechanical systems, or lessen the support of any portion of the Common Interest Community.
- (ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of Camelot Court Condominiums, including landscaping of and in the Limited Common Elements, without permission of the Association;

(b) No Unit Owner shall make any addition, alteration, or improvement in or to the Common Interest Community without the prior written consent thereto of the Association. Camelot Court Condominiums Association, Inc. shall answer any written request by a Unit Owner for approval of a proposed addition, alteration or improvement after Notice and Hearing, within sixty (60) days after such request, but failure to do so within such time shall not constitute consent to such request by the Association.

(c) Any improvements or alterations contemplated pursuant to this Article are also subject to the provisions of any law, ordinance and the like and to the rules and regulations of any federal, state or local agency having jurisdiction over the work. No approval hereunder shall excuse full and complete compliance with the foregoing, including application for permits and approvals to such agencies and the payment by the Unit Owner of any fees required by them.

(d) The provisions of this Article shall not apply to the Declarant in the exercise of any Special Declarant Right.



## ARTICLE 15

### AMENDMENTS TO DECLARATION

(a) Except to the extent amendments may be executed by the Declarant, the Association or by certain Unit Owners pursuant to specific provisions of CIOA or this Declaration and except as limited elsewhere in this Article 15 and Article 18 of this Declaration, the Declaration, including any Surveys and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven (67%) percent of the votes in the Association are allocated.

(b) No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

(c) Every amendment to the Declaration shall be recorded on the Danbury Land Records and is effective only on recordation. An amendment shall be indexed in the grantee index in the name of the Common Interest Community and the Association and in the grantor index in the name of the parties executing the amendment.

(d) Except to the extent expressly permitted or required by other provisions of CIOA and this Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the allocated interests of a Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

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

(f) No amendment may prohibit or materially restrict the permitted uses or occupancy of a Unit or the number or other qualifications of persons who may occupy Units or may extend or create development rights without a vote or agreement of Unit Owners to which at least eighty (80%) percent of the votes in the Association are allocated. Each amendment must provide reasonable protection for use and occupancy permitted at the time the amendment was adopted.

(g) The time limits for the exercise of Development Rights specified in this Declaration may be extended, the number of Units which may be created by the Declarant may be increased and new Development Rights or other Special Declarant Rights may be created by amendment to this Declaration if persons entitled to cast at least eighty (80%) percent of the votes in the Association, including eighty (80%) percent of the votes allocated to units not owned by the Declarant, agree to that action. The amendment must identify the Association or other

persons who hold any new rights that are created. Written notice of the proposed amendment to the Declaration must be delivered to all persons holding Development Rights or security interests in those rights.

Notwithstanding the provisions of subsection (c) of this Article 15, such an amendment to this Declaration is effective thirty (30) days after the amendment is recorded and notice is delivered unless any person entitled to notice under this subsection records a written objection within the thirty-day period, in which case the amendment is void, or unless all of the persons entitled to notice under this subsection consent in writing at the time the amendment is recorded, in which case the amendment is effective when recorded.

(h) Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

(i) Amendments relating to the use of Units, the relocation of boundaries between Units and Common Elements or the extension or creation of Development Rights shall be deemed approved if:

- (i) (A) Unit Owners of Units to which at least eighty (80%) percent of the votes in the Association are allocated vote for or agree to the proposed amendment; (B) No Unit Owner votes against the proposed amendment; and (C) notice of the proposed amendment is delivered to the Unit Owners holding votes in the Association that have not voted or agreed to the proposed amendment and no written objection of the proposed amendment is received by the Association within thirty (30) days after the Association delivers notice; or
- (ii) Unit Owners of Units to which at least eighty(80%) percent of the votes in the Association are allocated vote for or agree to the proposed amendment but at least one Unit Owner objects to the proposed amendment and, pursuant to an action brought by the Association in Superior Court against all objecting Unit Owners, the court finds that the objecting Unit Owner or Owners do not have a unique minority interest, different in kind from the interests of the other Unit Owners, that the voting requirement of this Declaration was intended to protect.

## ARTICLE 16

### BY-LAWS

The By-Laws of Camelot Court Condominiums Association, Inc. are annexed to the Public Offering Statement as Exhibit D. The By-Laws may be amended only by vote of at least two-thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

## ARTICLE 17

### TERMINATION

The Condominium may be terminated only by agreement of Unit Owners of Units to which at least eighty (80%) percent of the votes in the Association are allocated provided that sixty-seven (67%) percent of the Eligible Mortgagees of all Units subject to mortgage shall also consent to such termination. Termination may take place only in accordance with the provisions of Section 47-237 of CIOA.

## ARTICLE 18

### MORTGAGEE PROTECTION

#### (a) Introduction.

This article establishes certain standards and covenants which are for the benefit of the holders of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Declaration, but in the case of conflict, this Article shall control.

#### (b) Definitions.

As used in this article the following terms are defined:

- (i) Eligible Mortgagee: The holder of a first Security Interest on a Unit which has notified the Association, in writing, of its name and address, and that it holds a mortgage on a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given notices and other rights described in this Article.
- (ii) Eligible Insurer. An insurer or guarantor of a first mortgage that has notified the Association in writing of its name and address and that it has insured or guaranteed a first mortgage on a Unit. Such notice shall be deemed to include a request

that the Eligible Insurer be given the notices and other rights described in this Article.

(c) Percentage of Eligible Mortgagees. Whenever in this Article the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent by Eligible Mortgagees on Units which in the aggregate have allocated to them such specified percentage when compared with total allocated to all Units then subject to mortgages held by Eligible Mortgagees.

(d) Notice of Actions. The Association shall give proper notice to each Eligible Mortgagee and Eligible Insurer of:

- (i) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit on which there is a first mortgage held, insured or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable.
- (ii) Any delinquency in the payment of Common Expense Assessments owed by an owner whose Unit is subject to a first mortgage held, insured or guaranteed by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days.
- (iii) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (iv) Any proposed action that would require the consent of a specified percentage of Eligible Mortgagees as specified in subsection (e) below.
- (v) Any judgment rendered against the Association.

(e) Prior Consent Required.

- (i) Document Changes. Notwithstanding any lower requirement permitted by the Declaration or the Act, no amendment of any material provision of the instruments by the Association or Unit Owners described in this section (e) (i) may be adopted without the vote of at least sixty seven (67%) percent of the Unit Owners (or any greater Unit owner vote required in the Declaration or the Act) and until approved in writing by at least fifty-one (51%) percent of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right.

"Material" includes, but is not limited to any of provision affecting:

- (A) Assessments, assessment liens or a subordination of assessment liens;
- (B) Voting rights;
- (C) Reserves for maintenance, repair and replacement of Common Elements;
- (D) Responsibility for maintenance and repairs;
- (E) Reallocation of interests in Common Elements or Limited Common Elements (except when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees for the security interests on such Units must approve such action);
- (F) Rights to use Common Elements and Limited Common Elements;
- (G) Boundaries of Units (except when boundaries of only adjoining Units are involved, then only those Unit Owners and the Eligible Mortgagees for the security interests on such Unit or Units must approve such action);
- (H) Convertibility of Units into Common Elements or Common Elements into Units;
- (I) Expansion or contraction of the Common Interest Community or the addition, annexation or withdrawal of the property to or from the Common Interest Community;
- (J) Insurance or fidelity bonds;
- (K) Leasing of Units;
- (L) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (M) Establishment of self management when professional management has been required previously by an Eligible Mortgagee of a Unit;
- (N) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the instruments;

- (O) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
- (P) The benefits of a mortgage holders, insurers or guarantors.

(ii) Actions. Notwithstanding any lower requirements permitted by the Declaration or the CIOA, the Association may not take any of the following actions without the approval of at least fifty-one (51%) percent of the Eligible Mortgagees, or such higher percentage as set forth herein:

- (A) Convey or encumber the Common Elements or any portion thereof (as to which an eighty (80%) percent Eligible Mortgagee approval is required). The granting of easements for public utilities or other Purposes consistent with the intended use of the Common Elements for the benefit of the Common Interest Community Shall not be deemed a conveyance or encumbrance within the meaning of this clause;
- (B) The establishment of self management when professional management has been required previously by any Eligible Mortgagee;
- (C) Restoration or repair of the property after a hazard damage or partial condemnation in an a manner other than that specified in the documents;
- (D) Termination of the Common Interest Community as to which a sixty-seven (67%) percent Eligible Mortgagee approval is required;
- (E) The alteration of any partition or creation of any aperture between adjoining Units when Unit boundaries are not otherwise being affected, in which case only the Unit Owners of Units affected and the Eligible Mortgagees of those Units need to approve of the action;
- (F) The merger of this Common Interest Community with any other Common Interest Community;
- (G) The creation of any additional improvements on any portion of the Common Elements which is subject to any Development Rights, but improvements made by the Declarant Pursuant to its Development Rights shall not be deemed

to come within this clause;

- (H) The granting of an easement, leases, licenses and concessions through or over the Common Elements (excluding however, any utility easement, easements for electrically transmitted communications or a governmentally required easements, serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one year);
- (I) The assignment of the future income of the Association, including its right to receive Common Expense assessments.
- (J) Any action taken not to repair or replace the property.

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

- (iii) The Association may not change the period for the collection of any regulated budget expense assessments to other than monthly without the consent of all Eligible Mortgagees.

(f) Inspection of Books. The Association shall permit any Eligible Mortgagee and Eligible Insurer to inspect the books and records of the Association during normal business hours, upon reasonable advance notice.

(g) Financial Statements. Upon written request of an Eligible Mortgagee or Eligible Insurer, the Association shall provide each Eligible Mortgagee and each Eligible Insurer with a copy of the annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

(h) Attendance at Meetings. Any representative of any Eligible Mortgagee or Eligible Insurer may attend any meeting at which a Unit Owner may attend.

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

## ARTICLE 19

### ASSESSMENT AND COLLECTION OF COMMON EXPENSES

#### (a) Assessment of Common Expenses.

- (i) Until the Association makes a Common Expense assessment, the Declarant shall pay all Common Expenses. After an assessment has been made by the Association, assessments shall be made at least annually, based on a budget adopted at least annually by the Association.
- ✓ (ii) Except for assessments under subsections (iii), and (iv) of this Article, all Common Expenses shall be assessed against all the Units in accordance with their percentage of interest in the Common Elements as set forth in this Declaration. The Common Expenses shall include, among other things, the costs of repairs and maintenance of the Common Elements and Limited Common Elements and the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Association and the fees and disbursements of the Insurance Trustee. The Common Expenses may also include such amounts as the Association may deem proper for the operation and maintenance of the property, including without limitation an amount for a working reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Association or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale. Any past due Common Expense assessment or installment thereof bears interest at the rate established by the Association not exceeding eighteen (18%) percent per year.
- ✓ (iii) If any Common Expense is caused by the misconduct of any Unit Owner, the Association after Notice and Hearing may assess that Expense exclusively against his or her Unit, and any insurance premium increase attributable to a particular Unit by virtue of activities shall be assessed against that Unit.
- (iv) Fees, charges, late charges, fines and interest charged against a Unit Owner, pursuant to the



Documents and the Act are enforceable as Common Expense assessments.

✓(v) All Unit Owners shall be obligated to pay the common charges and Common Expenses assessed by the Association at such time or times as the Association shall determine. As of the effective date hereof, such common charges shall be payable monthly on the first day of each month.

(vi) Within thirty (30) days after adoption of any proposed budget for Camelot Court Condominiums, the Executive Board shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting seventy (70%) percent or more of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

(vii) If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in subsections (iii) and (iv) above, in an amount greater than fifteen (15%) percent of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for ratification in the same manner as a budget under subsection (vi).

(viii) Common Expense assessments shall begin on the first day of the month after the conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

(b) Collection of Common Expenses.

(i) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to CIOA are enforceable as assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

- (ii) A lien under this Section is prior to all other liens and encumbrances on a Unit except (A) liens and encumbrances recorded before the recordation of the Declaration; (B) a first or second security interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent, and (C) liens for real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all security interests described in subdivision (B) of this subsection to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to the Declaration or the By-Laws which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce the lien or for such greater period of time as provided in Section 47-258 of CIOA, together with costs of suit and attorney's fees. This subsection does not affect the priority of mechanics, or materialmen's liens, or the priority of liens for other assessments made by the Association.
- (iii) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Article is required.
- (iv) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two years after the full amount of the assessments become due; provided, that if an owner of a Unit subject to a lien under this Article files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under section 362 of the Bankruptcy Code is lifted.
- (v) This Article does not prohibit actions to recover sums for which subsection (a) of this Article creates a lien (which actions shall not be deemed to constitute a waiver of such lien or the right to foreclose it) or prohibit the Association from taking a deed in lieu of foreclosure.
- (vi) A judgment or decree in any action brought under this Article shall include costs and reasonable attorney's fees for the prevailing party.
- (vii) The Association on written request shall furnish to a Unit Owner a statement in recordable form

SCHEDULE E

RULES AND REGULATIONS  
OF  
CAMELOT COURT CONDOMINIUMS ASSOCIATION, INC.

The following Rules apply to all Owners and occupants of Units.

ARTICLE I

Use of Units Affecting the Common Elements

7 (a) Access by Executive Board and Secured Space. The Executive Board, the Manager or its designated agent, may retain a pass key to all Units for use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of the Unit without immediately providing the Executive Board, the Manager or its agent, with a key therefor. At the Unit Owner's option, he or she may require that the key be enclosed in a sealed envelope with instructions that it only be used in emergencies with a report to him or her as to each use and the reason therefor. Each unit may have closets, safes or vaults not exceeding 50 cubic feet in capacity which can be locked without such access. 7

(b) Electrical Devices or Fixtures. No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

(c) Trash. No storage of trash will be permitted in any Unit in such manner as to permit the spread of fire or encouragement of vermin.

(d) Painting Exteriors. Unit Owners shall not paint, stain or otherwise change the color of any exterior portion of any building without the prior consent of the Executive Board.


(e) Cleanliness. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

## ARTICLE II

### Use of Common Elements

(a) Trash. No garbage cans or trash barrels shall be placed outside the Units. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, except in designated trash storage containers.

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

 (c) Alterations, Additions or Improvements to Common Elements. No alterations, additions or improvements may be made to the Common Elements without the prior written consent of the Executive Board. No sign, awning, canopy or shutter shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed in or at any window.

## ARTICLE III

### Actions of Owners and Occupants

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

(b) Compliance with Law. No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and the State of Connecticut, and all ordinances, rules and regulations of the City of Danbury. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

(c) Pets. No animals, birds or reptiles of any kind shall be raised, bred or kept on the property or brought on the Common Elements, except that no more than two dogs of gentle disposition, no more than two cats (provided that the total number of cats and dogs shall not exceed three), or other household pets, approved and licensed by the Executive Board or the manager as to compatibility with the Common Interest Community may be kept. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property within three (3) days after Notice and Hearing from the Executive Board. In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a leash. No pet may be tethered outside in any portion of the Common Elements or Limited Common Elements. Pet droppings will be picked up and disposed of in an appropriate place by the pet owner. The owner shall hold the Association harmless from any claim resulting from any action of his or her pet.

(d) Indemnification for Actions of Others. Unit Owners and occupants shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees and licensees.

#### ARTICLE IV

##### Insurance

(a) Rules of Insurance. Unit Owners and occupants shall comply with the rules and regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy on the property.

(b) Reports of Damage. Damage by fire or accident affecting the property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the Manager or Executive Board by any person having knowledge thereof.

#### ARTICLE V

##### Rubbish Removal

Deposit of Rubbish. Rubbish container locations will be designated by the Executive Board or the Manager. Pickup will be from these locations only. Occupants will be responsible for removal of rubbish from their Units to the pickup locations. Rubbish is to be deposited within the locations and the areas are to be kept neat, clean and free of debris. Long term storage of rubbish in the Units is forbidden.

## ARTICLE VI

### Motor Vehicles

(a) Compliance with Law. All persons will comply with Connecticut State Laws, Department of Motor Vehicle regulations and applicable local ordinances, on the roads, drives and property.

(b) Registration. All vehicles of Unit Owners and occupants regularly using the premises must be registered with the Executive Board or the Manager.

(c) Limitations on Use. Parking areas shall be used for no other purpose than to park motor vehicles, and loading or unloading.

(d) Snowmobiles, Off Road and Unlicensed or Immobile Vehicles. Snowmobiles, off road vehicles including trail bikes, jeeps, ATVs and four wheel drive vehicles not used in maintenance are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the property. All motor vehicles used or parked on the property will be licensed, registered and properly equipped and in operating condition for safe travel on the public highways of the state. Except for temporary repairs not involving immobility in excess of 10 hours, motor vehicles will not be dismantled, repaired, rebuilt, painted or constructed on the Property.

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

Camelot Court Condominiums Association,  
Inc.

By \_\_\_\_\_  
Alan Weiner, President

(d) For so long as there shall remain unsold, not under Contract, or not leased any affordable housing units, the Applicant shall adopt and carry out an advertising program whereby the existence of such affordable housing units is made known within the Applicant's area. Such advertising shall be comparable to the other advertising of market rate units and may be separate or combined with such advertising for the market rate units.

(e) Not less than fifteen (15) days prior to any subsequent transfer of title or, if a rental unit, commencement of any new lease or extended lease term or lease of any such affordable housing unit, the seller or lessor shall deliver to the Planning and Zoning Department all of the documents and information required to be submitted pursuant to the provisions of Paragraph 3(b) above, which information shall confirm that such transfer shall maintain such dwelling as an affordable housing unit. No closing on the sale or occupancy pursuant to a lease shall take place until the ZEO verifies in writing and in recordable form that, based upon the information provided in said documents, the unit qualifies as an affordable housing unit upon the subsequent transfer of title or lease.

(f) The lease of any affordable housing unit may not be extended or renewed at the end of its term without again going through the same process as set forth in this Paragraph. The ZEO of Danbury periodically may demand from the lessor of any such dwelling unit, the lessee and/or sublessee of any such unit, a statement or statements showing the income(s) of the lessee(s), as the case may be. If the ZEO determines that the tenant of the unit does not qualify within the meaning of §8-39a of the Connecticut General Statutes, as amended, the owner or lessor, as the case may be, shall not renew the lease with the particular lessee at the end of the lease term, unless immediately prior thereto, additional documentation is delivered to the ZEO, which shows that the proposed lessee has income which will qualify the unit as an affordable housing unit.

The provisions of Paragraph 3(c) above relating to the automatic verification by the ZEO for failure to respond within ten (10) days after complete and legible documentation has been presented as required herein shall also apply to this Paragraph.

(g) Standard Lease Provision: Each lease for an Affordable Housing Unit will contain substantially the following provisions:

This unit is being rented as an affordable housing unit as defined in Connecticut General Statutes §8-39a, and is available only to persons or families whose income is at or below the median income for the City of Danbury as determined by the U.S. Department of Housing and Urban Development. Camelot Court Condominiums has been approved by the Danbury Planning Commission based, in part, on the condition that a defined percentage of units will be rented as affordable housing units. The owner is required by law to strictly enforce these restrictions.

(h) The time period during which the affordable housing units have been rented as such shall count toward the thirty (30) year restriction period, and previously leased affordable housing units converted to ownership shall be restricted only for the remaining portion of such thirty (30) year period.

(i) The declarant of the common interest ownership community or the common interest ownership association, if it becomes responsible for the management of the property, shall assume responsibility for ensuring that sales and resales of affordable housing units occur in compliance with applicable restrictions and for compliance reporting as set forth in Section 10.E.3. of the Danbury Zoning Regulations.

(j) The authorized agent of ZEO for the purposes hereof, may include the Department of Health and Housing of Danbury.

(k) The Applicant shall record this Contract on the Danbury Land Records no later than ten (10) business days from the date it is approved and executed by both parties hereto.

(l) The provisions of Section 4.B.7 of the Regulations and the provisions of the Commission's Resolution of Approval of the Applicant's Special Exception application are incorporated in this agreement by reference.



Notwithstanding anything herein to the contrary, the Applicant shall not be required to conform to any regulation to which it is not required to conform under the applicable affordable housing regulations of the Connecticut General Statutes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Signed, Sealed and Delivered  
in the presence of:

THE APPLICANT,

Veronica Chioosky  
Veronica Chioosky

Alan Weiner  
Alan Weiner

Mary M. Melycher  
Mary M. Melycher

THE CITY OF DANBURY

Robin Edwards Otto  
Robin Edwards Otto  
Robin Shepard  
Robin Shepard

By: Gene P. Eriquez  
Gene P. Eriquez,  
Its Mayor duly authorized

STATE OF CONNECTICUT )

) SS: Danbury

March 21, 2001

COUNTY OF FAIRFIELD )

Personally appeared, ALAN WEINER, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

Mary M. Melycher  
Mary M. Melycher  
Notary Public

MARY M. MELYCHER  
NOTARY PUBLIC  
My Commission Expires 11/30/2002.

setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

- for >
- (viii) The Association's lien may be foreclosed in like manner as a mortgage on real property.
  - (ix) No Unit Owner may exempt himself from liability for payment of the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which the assessments are made.
  - (x) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner pursuant to Section 52-204 of the Connecticut General Statutes to collect all sums alleged to be due from the Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to subsection (a) (vi) hereof.
  - (xi) If a holder of a first or second security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under CIOA. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.
  - (xii) The owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

## ARTICLE 20

### RIGHT TO ASSIGN FUTURE INCOME

The Association may assign its future income, including its right to receive Common Expense Assessments, upon the affirmative

vote of Unit Owners of Units to which at least fifty-one (51%) percent of the votes in the Association are allocated, at a meeting called for that purpose.

## ARTICLE 21

### PERSONS AND UNITS SUBJECT TO CONDOMINIUM INSTRUMENTS

Each Unit Owner and the Association shall comply with CIOA, the Common Interest Community instruments, and the rules and regulations adopted pursuant thereto. Failure to so comply shall be grounds for an action to recover damages or for injunctive relief or for any other relief to which the party bringing such action may be entitled. Such action may be brought by the Association against any Unit Owner or Owners or, in any proper case, by one or more aggrieved Unit Owners on their own behalf or as a class action. If any such action results in a final judgment or decree in favor of the party instituting such action, such judgment or decree may incorporate a provision for reasonable attorney's fees, as specified in such judgment or decree, to be paid by the party against whom such judgment or decree is entered.

The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute agreement that the provisions of the Condominium instruments and rules and regulations and CIOA as they may exist or be amended from time to time are accepted and ratified by such owner, tenant or occupant, 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.

## ARTICLE 22

### INSURANCE

(a) Commencing not later than the time of the recording of this Declaration, the Association shall maintain, to the extent reasonably available: (i) property insurance written on a Special Property Coverage Form providing replacement cost coverage on buildings and business personal property against all risks of direct physical loss not otherwise excluded. The total amount of insurance before application of any deductibles shall be not less than one hundred (100%) percent of the current replacement value, if required by any Eligible Mortgagee, and in any event, not less than eighty (80%) percent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies; (ii) liability insurance, in an amount determined by the Executive Board but not less than \$1,000,000.00 per occurrence because of bodily injury or property damage and medical expenses for an

amount not less than \$5,000.00 per occurrence arising out or in connection with the use, ownership or maintenance of the Common Elements; and (iii) directors' and officers' liability insurance, if available, covering all of the directors and officers of the Association in such limits as the Executive Board may determine.

(b) The insurance maintained under subdivision (i) of subsection (a) of this section, to the extent reasonably available, shall include the Units, and shall include such improvements and betterments installed by Unit Owners as are normally insured under building coverage.

(c) If the insurance described in subdivisions (i) and (ii) of subsection (a) is not reasonably available, the Association promptly shall cause notice of that fact to be hand delivered or sent, postage prepaid, by United States mail to all Unit Owners and Eligible Mortgagees. The Association in an event may carry any other insurance it considers appropriate to protect the Association or the Unit Owners.

(d) Insurance policies carried pursuant to this Article shall provide that: (i) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association; (ii) the insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household; (iii) no act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and (iv) if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(e) Any loss covered by the property policy under this Article shall be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Security Interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. The proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the Common Interest Community is terminated.

(f) Any insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

(g) If required by any Eligible Mortgagee, the Association shall maintain, to the extent reasonably available, a blanket

fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association whether or not they receive compensation for their services. The fidelity bond shall name the Association as obligor and shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force and shall be at least equal to the sum of three (3) months' assessments on all Units in the Common Interest Community plus the reserve fund of the Association.

(h) An insurer that has issued an insurance policy or fidelity bond under this section shall issue certificates or memoranda of insurance to the Association and, on written request, to any Unit Owner or holder of a Security Interest. The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

(i) The Association shall also maintain Worker's Compensation Insurance to meet the requirements of the laws of the State of Connecticut, if necessary.

(j) The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

(k) Association insurance premiums shall be a Common Expense.

## ARTICLE 23

### DAMAGE TO OR DESTRUCTION OF PROPERTY

(a) Any portion of the Common Interest Community for which insurance is required under this section which is damaged or destroyed shall be repaired or replaced promptly by the Association unless: (i) the Common Interest Community is terminated, in which case Section 47-237 of CIOA applies, (ii) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety, or (iii) eighty (80%) percent of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

(b) If the entire Common Interest Community is not repaired or replaced, (i) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community and (ii) except to the extent that other

persons will be distributees, (A) the insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear, and (B) the remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units.

(c) If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated on the vote as if the Unit had been condemned under subsection (a) of Section 47-206 of CIOA, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

(d) An insurance trustee, if one is appointed, may rely on the following certifications in writing made by the Executive Board:

- (i) Whether or not damaged or destroyed property is to be repaired or restored;
- (ii) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

If payments are to be made to Unit Owners or lien holders, the Executive Board, and the insurance trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the land records of the town in which the Common Interest Community lies from the date of the recording of the original Declaration.

## ARTICLE 24

### RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

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

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

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

## ARTICLE 25

### EXECUTIVE BOARD

(a) Powers and Duties. The Executive Board of the Association may act on behalf of the Association and shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts or things except as by law or by the By-Laws or this Declaration may not be delegated to the Executive Board by the Unit Owners. Therefore the Executive Board may:

- (i) Adopt and amend By-Laws and rules and regulations;
- (ii) Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from Unit Owners;
- (iii) Hire and discharge managing agents and other employees, agents and independent contractors;
- (iv) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Common Interest Community;

- (v) Make contracts and incur liabilities;
- (vi) Regulate the use, occupancy, maintenance, repair, replacement and modification of Common Elements;
- (vii) Cause additional improvements to be made as a part of the Common Elements;
- (viii) Acquire, hold, encumber and convey in its own name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to CIOA;
- (ix) Grant easements, leases, licenses and concessions through or over the Common Elements;
- (x) Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements and for services provided to Unit Owners;
- (xi) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, By-Laws, or rules and regulations of the Association;
- (xii) Impose reasonable charges including reasonable attorneys' fees, if incurred, for the preparation and recordation of amendments to the Declaration, resale certificates required by CIOA or statements of unpaid assessments;
- (xiii) Provide for the indemnification of Association officers and Executive Board and maintain directors' and officers' liability insurance;
- (xiv) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (xv) Exercise any other powers conferred by the Act, Declaration or By-Laws;
- (xvi) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and
- (xvii) Exercise any other powers necessary and proper for the governance and operation of the Association.
- (xviii) Adopt rules and regulations that affect the use or occupancy of units that may be used for



residential purposes only to:

- ✓ A) Prevent any use of a unit which violates the Declaration; ✓
  - B) Regulate any occupancy of a unit which violates the Declaration or adversely affects the use and enjoyment of other units or the common elements by other Unit Owners; or
  - C) Restrict the leasing of residential units to the extent that those rules are reasonably designed to meet first mortgage underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on units in common interest communities, provided no such restriction shall be enforceable unless notice thereof is recorded on the Land Records of each Town in which any part of the common interest community is located.
- (xix) If a tenant of a Unit Owner violates the Declaration, By-Laws or Rules and Regulations of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may:
- A) Exercise directly against the Tenant the powers described in Subdivision (xi) of this section;
  - B) After giving notice to the Tenant and the Unit Owner and an opportunity to be heard, levy reasonable fines against the tenant or Unit Owner, or both, for the violation; and
  - C) Enforce any other rights against the tenant for the violation which the Unit Owner as Landlord could lawfully have exercised under the Lease, including any such right to bring a summary process action under Chapter 832 of the Connecticut General Statutes, provided however, that the tenant or Unit Owner fails to cure the violation within ten (10) days after the Association notifies the tenant and Unit Owner of that violation.

In furtherance of the foregoing, such powers and duties of

the Executive Board shall also include but shall not be limited to the following:

- (x) Operation, care, upkeep and maintenance of the Common Elements.
- (xi) Determination of the Common Expenses required for the affairs of the Association, including, without limitation, the operation and maintenance of the property and for the establishment of reserves to provide for maintenance, improvements, replacements, working capital, bad debts, depreciation, obsolescence and similar purposes as are deemed desirable.
- (xii) Collection of the Common Expenses from the Unit Owners.
- (xiii) Opening of bank accounts on behalf of the Association and designating the signatories required thereafter.
- (xiv) Selling, leasing, mortgaging (but not voting the votes appurtenant thereto) or otherwise dealing with Units acquired by, and subleasing Units leased by the Executive Board or its designee, on behalf of all Unit Owners.
- (xv) Obtaining necessary insurance for the property, including the Units.
- (xvi) The Executive Board shall have the power to enforce obligations of the Unit Owners, to allocate profits and expenses, and to do anything and everything else necessary and proper for the sound management of the Association.
- (b) Limitations. The Executive Board may not act on behalf of the Association to amend the Declaration, to terminate the Condominium, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.
- (c) Amendments to the Declaration required by CIOA to be recorded by the Association shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the President of the Association.
- (d) The Executive Board or its officers may delegate to other persons, or to a managing agent, all powers set

forth above except for the following: (a), (b), (c), (d), (k), (n), (o), (p), (q) and (x).

## ARTICLE 26

### CONDEMNATION

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

## ARTICLE 27

### 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 28

### 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 29

### GENDER

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

## ARTICLE 30

### CONFLICTS

This Declaration is set forth to comply with the requirements of CIOA. In the case of any conflict between this Declaration and



## SCHEDULE A

### DECLARATION OF CAMELOT COURT CONDOMINIUMS

ALL THAT certain piece or parcel of land situate in the City of Danbury, County of Fairfield and State of Connecticut, shown and designated as "PHASE ONE AREA 25.877 S.F. 0.59+ Ac." on a certain map entitled "COMPILATION PLAN CONDOMINIUM DECLARATION PLAN CAMELOT COURT - PHASE ONE PREPARED FOR COLONIAL BUILDERS AND DEVELOPERS, LLC, MANNIONS LANE DANBURY, CONNECTICUT AREA 100,317+ 2.30+ Ac.", Date: 2-14-01, Scale: 1" = 20', prepared by CCA LLC, 40 Old New Milford Road, Brookfield, Connecticut, and certified to the standards of a Class A-2 Survey by Ronald A. Bunnell, R.L.S., Ct. Lic. #15562, which map is to be filed in the Office of the Town Clerk of said City of Danbury simultaneously herewith.

TOGETHER WITH an easement from South Ridge Condominium Association, Inc. dated May 27, 1999, and recorded in Volume 1277 at Page 318 of the Danbury Land Records.

TOGETHER, ALSO, WITH and SUBJECT TO the following:

1. Any and all provisions of any ordinance, municipal regulation or public or private law, including zoning and planning rules and regulations.
2. Taxes due to the City of Danbury, including any reassessment or reallocation of the Common Interest Community, which become due and payable after the date of the delivery of the unit deed.
3. The terms and conditions of a Grant of Special Exception approved December 20, 2000, and recorded in Volume 1338 at Page 579 of the Danbury Land Records.
4. A Contract with the City of Danbury which requires the three (3) Units which are designated by the Declarant as affordable units (the "Affordable Units") be sold or leased at prices which qualify them as affordable pursuant to Connecticut General Statutes Section 8-39a. The Contract is dated March 21, 2001, and is recorded in Volume 1347 at Page 591 of the Danbury Land Records.

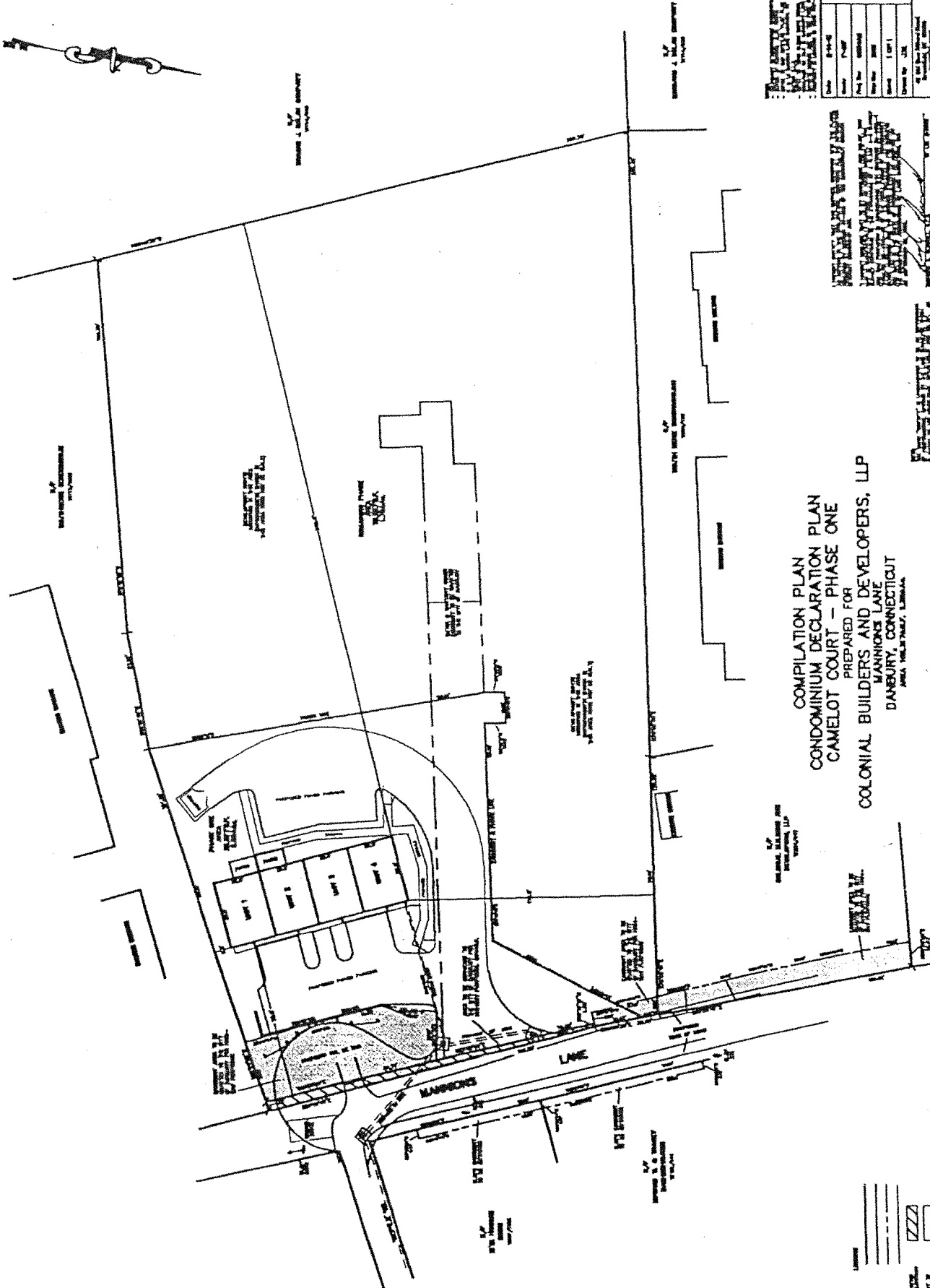
5. The Declarant's right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land not designated "Development Rights Reserved in this Area" on the Survey for the purpose of furnishing utility and other services to buildings and improvements to be constructed on the land designated "Development Rights Reserved in this Area".

6. The Declarant's right to grant easements to public utility companies and to convey improvements within those easements anywhere in the common interest community for the purpose of furnishing utility and other services to buildings and improvements to be constructed on the land designated "Development Rights Reserved in this Area" on the Survey.

7. The Declarant's right to grant easements to the City of Danbury and to convey improvements within those easements anywhere in the common interest community.

8. The terms, conditions, covenants, restrictions, easements, rights and privileges set forth in the Declaration of Camelot Court Condominiums, dated , 2001, and recorded in Volume at Page of the Danbury Land Records.

# SCHEDULE B



COMPILATION PLAN  
CONDOMINIUM DECLARATION PLAN  
CAMELOT COURT - PHASE ONE  
PREPARED FOR  
COLONIAL BUILDERS AND DEVELOPERS, LLP  
MANNING LANE  
DANBURY, CONNECTICUT  
AREA, HOLLISTON, MASSACHUSETTS



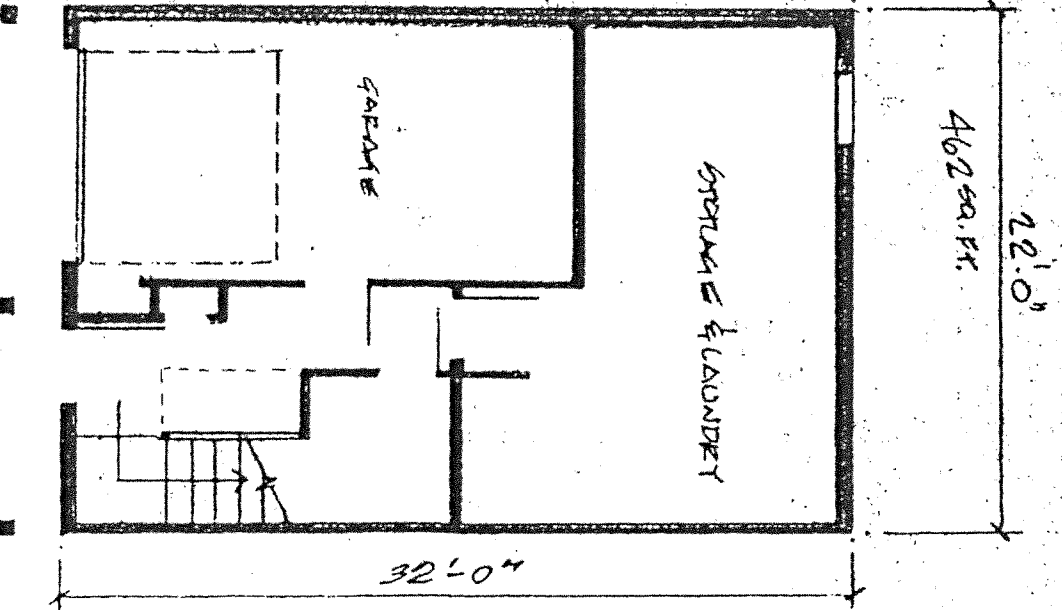
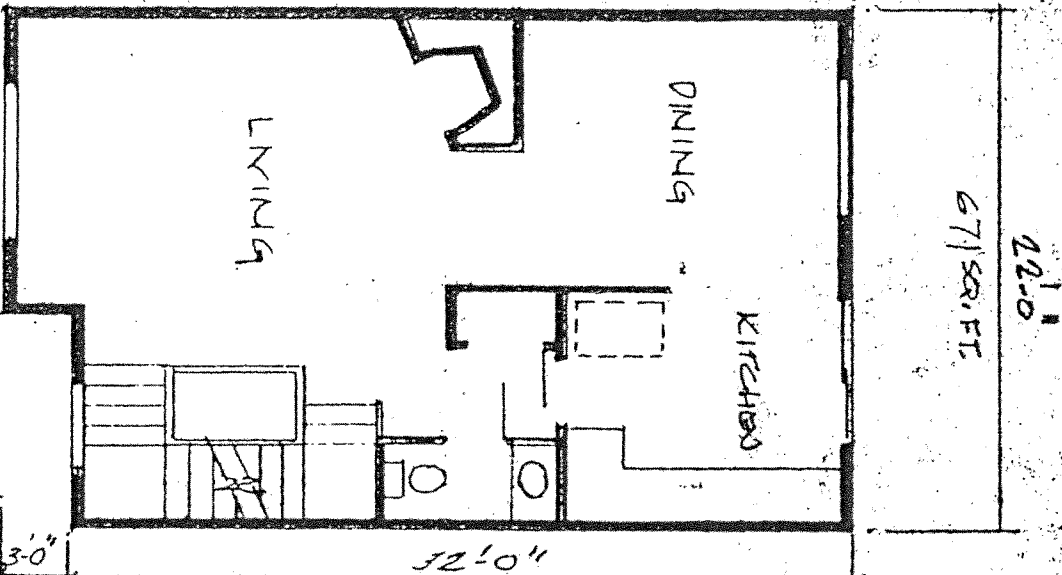
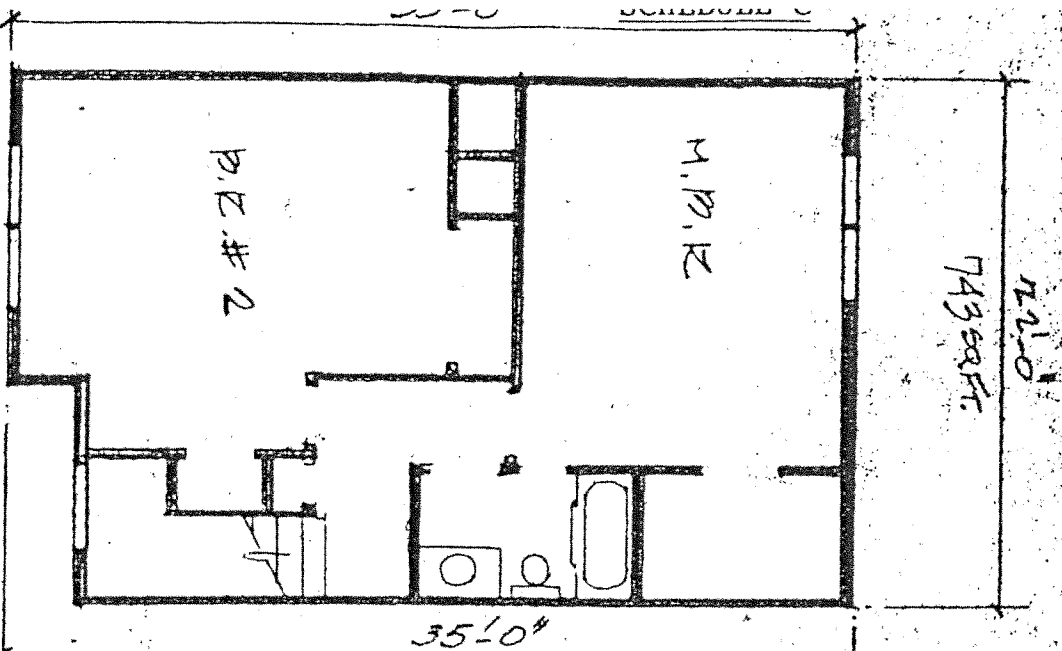
THIS PLAN WAS PREPARED BY THE ARCHITECT FOR THE DEVELOPER AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

NEW CONSTRUCTION  
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UNIT DIMENSIONS/AREAS  
 MAIN FLOOR - DAKOTA CT,  
 MESA GENERAL CONTRACTORS

UPPER/WHITMAN ASSOC.  
 DRAWN: 3-12-2001  
 BY: WMR



SCHEDULE D

CAMELOT COURT CONDOMINIUMS  
ALLOCATED INTERESTS  
IN COMMON ELEMENTS AND COMMON EXPENSES

<u>UNIT NO.</u>	<u>AFFORDABLE/ STANDARD</u>	<u>ALLOCATED INTEREST IN THIS PHASE</u>
1	STANDARD	25%
2	AFFORDABLE	25%
3	AFFORDABLE	25%
4	AFFORDABLE	25%

STATE OF CONNECTICUT )

) SS: Danbury

March 21, 2001

COUNTY OF FAIRFIELD )

Personally appeared THE CITY OF DANBURY, by GENE F. ERIQUEZ, its Mayor duly authorized, 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 THE CITY OF DANBURY, before me.

A handwritten signature in dark ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Robin Edwards Otto  
Commissioner of the Superior Court

EXHIBIT A

PARCEL ONE

A CERTAIN PIECE OR PARCEL of land, together with the buildings and improvements thereon, situated in the City of Danbury, County of Fairfield and State of Connecticut, and being bounded and described as follows:

NORTHERLY:       by land of George Manion (formerly of James Manion);

EASTERLY:        by Manion Lane, so-called;

SOUTHERLY:       by land of Francis P. Gozzi and Priscilla M. Gozzi (formerly of Elizabeth M. Stone); and

WESTERLY:        by land of Bernard J. Dolan (formerly of Andrew Halpin).

Together with the right to pass and repass over the passway known as Manion's Lane to and from the public highway.

PARCEL TWO

A CERTAIN PIECE OR PARCEL of land together with the buildings thereon situated in the City of Danbury, near South Street, on Mannion's Lane, so-called and bounded as follows:

NORTHERLY:       by land now or formerly of Michael Keating (formerly of Margaret Keating);

EASTERLY:        By a lane or highway;

SOUTHERLY:       by land now or formerly of Andrew Collins, formerly of Margaret Collins;

WESTERLY:        by land now or formerly of Hannah Halprin.

Said parcel of land being 438 feet on the Northerly line, 40 feet on the Easterly line and 106 feet on the Westerly line, said measurements all being more or less.

EXHIBIT B

STATUTORY WARRANTY DEED

PIONEER INVESTMENTS, LLC, of 940 Federal Road, Brookfield,  
Connecticut 06804,

in consideration of the sum of (\$ )  
paid,

grants to , whose address is ,

and unto the survivor of them, WITH WARRANTY COVENANTS, the  
premises more particularly described in Schedule A annexed hereto  
and made a part hereof.

Signed this day of , 200 .

Witnessed by: Pioneer Investments, LLC

By: \_\_\_\_\_  
Alan Weiner, Its Duly Authorized  
Member

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) ss. Danbury

The foregoing instrument was acknowledged, before me, this  
day of 200 , by Alan Weiner, the Duly  
Authorized Member of Pioneer Investments, LLC, as his free act and  
deed and the free act and deed of said limited liability company.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

### Schedule A

All that certain piece or parcel of real property situated in the situate in the City of Danbury, County of Fairfield and State of Connecticut, being a portion of Camelot Court Condominiums, declared by Declaration of Camelot Court Condominiums, dated , 2001, and recorded in the Danbury Land Records on , 2001, in Volume at Page , known and designated as Unit , Camelot Court Condominiums; TOGETHER WITH a percentage of undivided interest in the common elements as set forth in the above described Declaration of Camelot Court Condominiums.

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

SUBJECT, ALSO, TO the following:

1. Any and all provisions of any ordinance, municipal rule or regulation or public or private law, including, without limitation, planning and zoning regulations.

2. Taxes due to the City of Danbury, including any reassessment or reallocation of the Common Interest Community, which become due and payable after the date of the delivery of the deed.

3. The terms and conditions of a Grant of Special Exception approved on December 20, 2000, and recorded in Volume 1338 at Page 579 of the Danbury Land Records.

4. The terms and conditions of a certain Contract between Alan Weiner and the City of Danbury, dated March 21, 2001, and recorded in Volume 1347 at Page 591 of the Danbury Land Records, which Contract requires that the premises be sold or rented at, or below, prices which will preserve the premises as

affordable housing as defined in Connecticut General Statute Sec. 88-39a, as the same shall be amended from time to time, for a period of thirty (30) years after the issuance of a Certificate of Zoning Compliance for the premises.

EXHIBIT B

CONTRACT  
ALAN WEINER  
AND  
THE CITY OF DANBURY

AFFORDABLE HOUSING APPLICATION  
CAMELOT COURT CONDOMINIUMS

AGREEMENT made this 21st day of March, 2001, by and between ALAN WEINER (the "Applicant") of 940 Federal Road, Brookfield, Connecticut 06804 and the CITY OF DANBURY ("Danbury") of 155 Deer Hill Avenue, Danbury, Connecticut 06810

W I T N E S S E T H:

WHEREAS, the Applicant is the owner of property located on Mannion's Lane in Danbury, Connecticut (the "Property"); and

WHEREAS, on or about August 21, 2000 the Applicant applied to the Planning Commission of the City of Danbury (the "Commission") for approval of his special exception application pursuant to Section 4.B.7 of the Danbury Zoning Regulations (the "Regulations"); and

WHEREAS, Section 4.B.7 of the Regulations allows developers of property in the RMF-4 Zoning District to exceed density limits in exchange for the set aside of units in a development as affordable housing units; and

WHEREAS, Section 4.B.7 (1) provides that to be eligible for the density bonus, the Applicant must submit evidence showing compliance with §8-2g of the Connecticut General Statutes; and

WHEREAS, §8-2g of the Connecticut General Statutes and Section 4.B.7 require that the developer submit a proposed contract with Danbury regarding the affordable housing units; and

WHEREAS, the Commission held a public hearing on October 4, 2000, on the Applicant's application, which public hearing was closed on December 6, 2000; and

WHEREAS, on December 20, 2000 the Commission approved the Applicant's application for special exception pursuant to Section 4.B.7 of the Regulations, subject to the following conditions.

NOW THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Pursuant to Section 4.B.7 of the Regulations, the Applicant seeks to develop the property described in Exhibit A annexed hereto as a thirty (30) unit condominium project known as Camelot Court Condominiums, which was originally intended to be known as Southwinds Commons.

(a) Camelot Court Condominiums will have three (3) dwelling units conveyed by deeds containing covenants incorporating the terms and conditions of this Agreement. A copy of the proposed deed for the affordable housing units is attached hereto as Exhibit B, requiring said units to be sold or rented at, or below, prices which will preserve the units as affordable housing, as defined in §8-39a of the Connecticut General Statutes. Said covenants shall run with the land and be enforceable by Danbury until released by Danbury.

(b) The affordable housing units shall be offered for sale or rent only to persons and families whose income is less than or equal to the area median income for Danbury as determined by the United States Department of Housing and Urban Development (hereinafter "HUD") for at least thirty (30) years from the date of completion of each unit, as evidenced by the issuance of a Certificate of Zoning Compliance.

(c) The sales price of the affordable housing units shall not exceed \$160,000.00 and the rent for the affordable housing units shall not exceed \$1,500.00 (the "Initial Sale/Rental Price"), provided that the sales price or rent may be reasonably periodically increased as follows:

The Initial Sale/Rental Price of an affordable housing unit shall be adjusted by the Resale Index ("Index"). The Index shall mean the calculated percentage of change in the Danbury median income for a household of four using the income guidelines as published by HUD. Said measure shall be calculated from the time of the initial sale or rental to the time of the resale or new rental. The Initial Sale/Rental Price shall be multiplied by the Resale Index to establish the maximum resale price or new rent.



(d) The requirements of this Contract shall apply to:

- (i) The resale;
- (ii) The purchase and subsequent leasing;
- (iii) The conversion to the common interest form of ownership and subsequent sale of any such unit of affordable housing during and for the remaining term of such thirty (30) year period.

(e) The affordable housing units shall be of comparable size and workmanship as all other units in the development.

(f) For the purposes of determining the eligibility of applicants for affordable units, "income" shall mean adjusted gross income as defined for purposes of reporting under Internal Revenue Services Form 1040 for individual Federal annual income tax purposes.

## 2. DESIGNATED UNITS

Those units designated as affordable housing units are as follows:

Unit 2  
Unit 3  
Unit 4

## 3. PROCESS FOR DESIGNATION OF AFFORDABLE UNITS

(a) The affordable housing units shall be constructed concurrently with other dwelling units included within the special exception application. Zoning permits and Certificates of Zoning Compliance ("Certificates") shall be applied for and issued for the affordable housing units and other dwelling units on a one-for-one basis to insure that all affordable housing units are completed under the terms of this Contract. The Zoning Enforcement Officer of the Danbury or his/her authorized agent ("ZEO") shall refuse to issue any zoning permits or Certificates if the applicant is not in compliance with this one-for-one requirement and unless and until the requirement has been met.

(b) For any unit to qualify as an affordable housing unit there shall be submitted to the ZEO, not less than fifteen (15) days prior to the transfer of title, or if a rental unit, not

less than fifteen (15) days prior to the commencement of the lease term of such dwelling unit, the following documents:

(i) a copy of the Contract between the seller and the purchaser or lease between the lessor and the lessee;

(ii) a copy of the proposed deed; and

(iii) an affidavit signed and sworn to by the purchaser or lessee and substantially in the form as Exhibit C (for sales) or Exhibit C-1 (for rentals) attached hereto.

(c) The ZEO shall be prohibited from issuing a Certificate with regard to any of such affordable housing units until such time as he/she shall have received all of the documentation and information required under subparagraph (b) above and until the ZEO verifies in writing and in recordable form that, based upon the information provided in said documents, the dwelling unit will qualify as affordable housing unit upon the sale to such purchaser or lease to such lessee.

Within ten (10) days after receipt of said documents, fully completed and legible, the ZEO shall either (i) issue such verification in writing and in recordable form as provided for immediately above (which verification shall be recorded on the Danbury Land Records within five (5) days of its issuance) or (ii) issue a written statement detailing why such verification is not being issued. Failure of the ZEO to issue either of such documents shall be deemed a verification by the ZEO that such dwelling unit, based upon the information provided in said documents, is an affordable housing unit. In such event the Applicant may file an Affidavit on the Danbury Land Records pursuant to Connecticut General Statutes §47-12a attesting to such deemed verification.

Upon such approval or verification of such documentation by the ZEO and compliance with all other applicable provisions of the Zoning Regulations, a Certificate shall be issued and the same shall contain notation as follows:

"Note: The foregoing dwelling unit is subject to all of the terms and provisions relating to an affordable housing unit contained in the City of Danbury Planning Commission's grant of Special Exception regarding Southwinds Commons, now known as Camelot Court Condominiums, recorded in

EXHIBIT C

CAMELOT COURT CONDOMINIUMS  
(SALE)

CONFIDENTIAL - NOT SUBJECT TO DISCLOSURE UNDER  
THE CONNECTICUT FREEDOM OF INFORMATION ACT

Date: \_\_\_\_\_

To: Zoning Enforcement Officer, City of Danbury

From: Unit #\_\_\_\_\_, Camelot Court Condominiums, Danbury,  
Connecticut

Proposed Closing Date: \_\_\_\_\_  
(Must be at least 15 days after submission of this Affidavit)

I/We hereby attest to the following:

I/We intend to purchase an "Affordable Housing Unit" as defined  
in Connecticut General Statutes §8-39a.

I/We understand that certain restrictions govern the sale and  
re-sale of such Affordable Housing Units, including income  
limits.

1. The total purchase price for the above property is  
\$ \_\_\_\_\_.
2. The median income of the City of Danbury is  
\$ \_\_\_\_\_. (Verification attached)
3. My/Our household annual income of \$ \_\_\_\_\_ is  
less than or equal to the median income of the City of  
Danbury as determined by the U.S. Department of Housing and  
Urban Development. ("Income" means "adjusted gross income  
as defined for purposes of reporting under Internal Revenue  
Services Form 1040 for individual Federal annual income tax  
purposes").
4. The following is a listing of the anticipated annual  
housing expense for the property:

EXHIBIT C-1

CAMELOT COURT CONDOMINIUMS  
(LEASE)

CONFIDENTIAL - NOT SUBJECT TO DISCLOSURE UNDER  
THE CONNECTICUT FREEDOM OF INFORMATION ACT

Date: \_\_\_\_\_

To: Zoning Enforcement Officer, City of Danbury

From: Unit #\_\_\_\_\_, Camelot Court Condominiums, Danbury,  
Connecticut

Proposed commencement date of Lease: \_\_\_\_\_  
(Must be at least 15 days after submission of this Affidavit)

I/We hereby attest to the following:

I/We intend to lease an "Affordable Housing Unit" as defined in  
Connecticut General Statutes §8-39a.

I/We understand that certain restrictions govern the lease and  
re-lease of such Affordable Housing Units, including income  
limits.

1. The monthly rent for the property is  
\$\_\_\_\_\_.
2. The median income of the City of Danbury is  
\$\_\_\_\_\_. (Verification attached)
3. My/Our household annual income of \$\_\_\_\_\_ is  
less than or equal to the median income of the City of  
Danbury as determined by the U.S. Department of Housing and  
Urban Development. ("Income" means "adjusted gross income  
as defined for purposes of reporting under Internal Revenue  
Services Form 1040 for individual Federal annual income tax  
purposes").
4. The following is a listing of the anticipated annual  
housing expense for the property:

Mortgage payments	\$
Real Estate Taxes	\$
Casualty Insurance	\$
Community Association Charges	\$
Electricity (estimate)	\$
Heat (estimate)	\$

Total: (must not exceed 30% of  
The amount on Line #3 above) \$

5. I/We intend to occupy the Affordable Housing Unit as my/our principal residence.
6. I/We have applied for a mortgage loan from the following lender:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

7. I/We hereby authorize the Zoning Enforcement Officer to furnish a copy of this Affidavit to my/our proposed lender.
8. Attached to this Affidavit are copies of the following documents:
- (a) Contract between the seller and purchaser;
  - (b) Proposed Deed;

I/We make this Affidavit under penalty of perjury.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Commissioner of Superior Court

Rent payments \$  
Liability Insurance \$  
Electricity (estimate) \$  
Heat (estimate) \$

Total: (must not exceed 30% of  
The amount on Line #3 above) \$

5. I/We intend to occupy the Affordable Housing Unit as my/our principal residence.

9. Attached to this Affidavit is a copy of the proposed lease.

I/We make this Affidavit under penalty of perjury.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Commissioner of Superior Court

EXHIBIT C

CAMELOT COURT CONDOMINIUMS  
(SALE)

CONFIDENTIAL - NOT SUBJECT TO DISCLOSURE UNDER  
THE CONNECTICUT FREEDOM OF INFORMATION ACT

Date: \_\_\_\_\_

To: Zoning Enforcement Officer, City of Danbury

From: Unit #\_\_\_\_\_, Camelot Court Condominiums, Danbury,  
Connecticut

Proposed Closing Date: \_\_\_\_\_  
(Must be at least 15 days after submission of this Affidavit)

I/We hereby attest to the following:

I/We intend to purchase an "Affordable Housing Unit" as defined  
in Connecticut General Statutes §8-39a.

I/We understand that certain restrictions govern the sale and  
re-sale of such Affordable Housing Units, including income  
limits.

1. The total purchase price for the above property is  
\$ \_\_\_\_\_.
2. The median income of the City of Danbury is  
\$ \_\_\_\_\_. (Verification attached)
3. My/Our household annual income of \$\_\_\_\_\_ is  
less than or equal to the median income of the City of  
Danbury as determined by the U.S. Department of Housing and  
Urban Development. ("Income" means "adjusted gross income  
as defined for purposes of reporting under Internal Revenue  
Services Form 1040 for individual Federal annual income tax  
purposes").
4. The following is a listing of the anticipated annual  
housing expense for the property:

Mortgage payments \$  
Real Estate Taxes \$  
Casualty Insurance \$  
Community Association Charges \$  
Electricity (estimate) \$  
Heat (estimate) \$

Total: (must not exceed 30% of  
The amount on Line #3 above) \$

5. I/We intend to occupy the Affordable Housing Unit as my/our principal residence.
6. I/We have applied for a mortgage loan from the following lender:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

7. I/We hereby authorize the Zoning Enforcement Officer to furnish a copy of this Affidavit to my/our proposed lender.
8. Attached to this Affidavit are copies of the following documents:
- (a) Contract between the seller and purchaser;
  - (b) Proposed Deed;

I/We make this Affidavit under penalty of perjury.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public  
Commissioner of Superior Court



EXHIBIT C-1

CAMELOT COURT CONDOMINIUMS  
(LEASE)

CONFIDENTIAL - NOT SUBJECT TO DISCLOSURE UNDER  
THE CONNECTICUT FREEDOM OF INFORMATION ACT

Date: \_\_\_\_\_

To: Zoning Enforcement Officer, City of Danbury

From: Unit #\_\_\_\_\_, Camelot Court Condominiums, Danbury,  
Connecticut

Proposed commencement date of Lease: \_\_\_\_\_  
(Must be at least 15 days after submission of this Affidavit)

I/We hereby attest to the following:

I/We intend to lease an "Affordable Housing Unit" as defined in  
Connecticut General Statutes §8-39a.

I/We understand that certain restrictions govern the lease and  
re-lease of such Affordable Housing Units, including income  
limits.

1. The monthly rent for the property is  
\$\_\_\_\_\_.
2. The median income of the City of Danbury is  
\$\_\_\_\_\_. (Verification attached)
3. My/Our household annual income of \$\_\_\_\_\_ is  
less than or equal to the median income of the City of  
Danbury as determined by the U.S. Department of Housing and  
Urban Development. ("Income" means "adjusted gross income  
as defined for purposes of reporting under Internal Revenue  
Services Form 1040 for individual Federal annual income tax  
purposes").
4. The following is a listing of the anticipated annual  
housing expense for the property:

Rent payments	\$
Liability Insurance	\$
Electricity (estimate)	\$
Heat (estimate)	\$

Total: (must not exceed 30% of  
The amount on Line #3 above) \$

5. I/We intend to occupy the Affordable Housing Unit as my/our principal residence.

9. Attached to this Affidavit is a copy of the proposed lease.

I/We make this Affidavit under penalty of perjury.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Commissioner of Superior Court

EXHIBIT D

BY-LAWS

OF

CAMELOT COURT CONDOMINIUMS ASSOCIATION, INC.

SECTION 1

IDENTITY

These are the By-Laws of Camelot Court Condominiums Association, Inc., herein called the "Association", a corporation not organized for profit and existing under the laws of the State of Connecticut.

SECTION 2

OFFICE

The office of the Association and the Executive Board shall be located within the Common Interest Community grounds or at such other place as may be designated by the Executive Board.

SECTION 3

EXECUTIVE BOARD

(a) Number and Qualification; Termination of Declarant Control.

- (i) The affairs of the Common Interest Community and the Association shall be governed by an Executive Board which shall consist of three (3) persons all of whom, excepting the Directors appointed by the Declarant, shall be Unit Owners. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Unit Owner shall be eligible to serve as a Director and shall be deemed to be the Unit Owner for the purposes of the preceding sentence. Directors shall be elected by the Unit Owners except for those appointed by the Declarant. At any meeting at which Directors are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these By-Laws or the Corporation Laws of the State of Connecticut.
- (ii) The terms of at least two (2) of the Directors shall expire annually, as established in a resolution of the Unit Owners setting terms.
- (iii) Article 9(c) of the Declaration shall govern

appointment of Directors of the Executive Board during the period of Declarant control.

(iv) The Executive Board shall elect the officers. The Directors and officers shall take office upon election.

(v) At any time after Unit Owners other than the Declarant are entitled to elect a Director, the Association shall call and give not less than ten (10) nor more than sixty (60) days' notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

(b) Powers and Duties. The Executive Board may act on behalf of the Association and shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts or things except as by law or by the Declaration or by these By-Laws may not be delegated to the Executive Board by the Unit Owners. The Executive Board shall have the powers and duties as set forth in Article 25, subsection (a) of the Declaration.

(c) Rules and regulations affecting the units. The Association may adopt rules and regulations that affect the use or occupancy of Units only to:

- (i) prevent the use of a Unit which violates the Declaration;
- (ii) regulate any occupancy of a Unit which violates the Declaration or adversely affects the use and enjoyment of other Units or Common Elements by other Unit Owners; or
- (iii) restrict the leasing of Units to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on Units in Common Interest Communities, provided, however, no such restrictions shall be effective unless recorded in the land records.

Otherwise the Association may not regulate any use or occupancy of Units.

(d) Tenants. If a tenant of a Unit Owner violates the Declaration, By-Laws or Rules and Regulations of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may:

- (i) exercise directly against the tenant the powers described in subsection (a) of this Article;
- (ii) after providing Notice and Hearing to the tenant and the Unit Owner, levy reasonable fines against the tenant or Unit Owner or both for the violation; and
- (iii) enforce any other rights against the tenant for violations which the Unit Owner as landlord could lawfully have exercised under the lease, including any right to bring a summary process action under Chapter 832 of the General Statutes.

The rights granted under this paragraph may only be exercised if the tenant or Unit Owner fails to cure the violation of within ten (10) days after the Association notifies the tenant and Unit Owner of that violation pursuant to the procedures for Notice and Hearing.

Unless the lease otherwise provides, this section does not:

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

(e) Removal of Members of the Executive Board. At any duly held regular or special meeting of the Unit Owners at which a quorum is present, any one or more of the members of the Executive Board may be removed with or without cause by a two-thirds vote of the Unit Owners present and voting, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Executive Board whose removal has been proposed shall be given an opportunity to be heard at the meeting. The provisions of this subparagraph shall not apply during the period of Declarant control to members appointed by Declarant.

(f) Vacancies. Vacancies in the Executive Board caused by any reason other than removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members of the Executive Board at a special meeting of the Executive Board held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so

elected shall be a member of the Executive Board for the remainder of the term of the member whose term he or she is filling and until his or her successor shall be elected. The foregoing shall not apply during the period of Declarant control to members appointed by Declarant.

(g) Compensation. A Director may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties. Directors acting as officers or employees may also be compensated for such duties.

(h) Meetings of the Executive Board. The first meeting of the Executive Board following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Executive Board and no notice shall be necessary. Thereafter, regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Executive Board, but at least two meetings shall be held each year. Notice of regular meetings of the Executive Board shall be given to each member of the Board by mail, hand delivery or telegraph at least three business days prior to the day of the meeting. Special meetings of the Executive Board may be called by the President on three (3) business days' notice to each member of the Executive Board given by mail, hand delivery or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or the Secretary in like manner and on like notice on the written request of a majority of the members of the Executive Board. Any member of the Executive Board may, at any time, waive notice of any meeting of the Executive Board in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by members of the Executive Board at any meeting of it shall constitute a waiver of notice by him of the time and place thereof.

(i) Quorum of the Executive Board. At all meetings of the Executive Board, a majority of the members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the members of the Executive Board present and voting at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Executive Board there shall be less than a quorum present, the meeting shall be adjourned to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice.

(j) Consent to Corporate Action. If all the members of the Executive Board or all members of a Committee established for such

purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the members of the Executive Board or Committee constitutes a quorum for such action, such action shall be a valid corporate action as though it had been authorized at a meeting of the Executive Board or the Committee, as the case may be. The Secretary shall file such consents with the minutes of the meetings of the Executive Board.

(k) Liability of the Executive Board. In the performance of their duties, the officers and members of the Executive Board are required to exercise (i) if appointed by Declarant, the degree of care and loyalty required of a trustee and (ii) if elected by Unit Owners, the degree of care and loyalty required of an officer or director of a corporation organized under Chapter 602 of the Connecticut General Statutes. The Unit Owners shall indemnify and hold harmless each member of the Executive Board against all contractual liability to others arising out of contracts made by the Executive Board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Executive Board shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Unit Owner arising out of any contract made by the Executive Board or out of the aforesaid indemnity in favor of the members of the Executive Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements. The Executive Board may require that officers and members of the Executive Board, or any manager employed by the Association, having the responsibility for handling funds of the Association, be bonded.

#### SECTION 4

##### OFFICERS

(a) Designation. The principal officers of the Association shall consist of a President, Secretary and Treasurer of the Association. The Secretary need not be a member of the Executive Board, but may be appointed by the Executive Board.

(b) Election of Officers. The officers of the Association shall be elected at each annual organization meeting of the Executive Board.

(c) President. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Unit Owners and the Executive Board, and shall hold the general

powers and duties which are incident to the office of a president of a non-stock corporation, including but not limited to the power to appoint such committees from among the Unit Owners from time to time as he or she may in his or her discretion decide are appropriate to assist in the conduct of the affairs of the Association. He or she may fulfill the role of Treasurer in the absence of the Treasurer. The President, as attested by the Secretary, may cause to be prepared and may execute amendments to the Declaration and By-Laws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

(d) Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and the Executive Board and shall have charge of such books and records as the Executive Board may direct. He or she shall, in general, perform all of the duties incident to the office of a secretary of a non-stock corporation. The Secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and the By-Laws on behalf of the Association following authorization or approval of the particular amendment as applicable.

(e) Treasurer. The Treasurer shall have the responsibility for the Association funds and securities and shall be responsible for the keeping of full and accurate records and books of account, and he or she shall, in general, perform all of the duties incident to the office of a treasurer of a non-stock corporation. The Treasurer shall, at the expense of the Association, furnish such bond as may be required by the Executive Board.

(f) Signing authority. Except as provided above, all agreements, contracts, leases, deeds, checks and other instruments of the Association shall be executed by any two (2) officers of the Association or by such other person or persons as may be designated by the Executive Board.

(g) Compensation. An officer may receive compensation from the Association for acting as such officer, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties. Directors acting as officers or employees may also be compensated for such duties.

(h) Removal of officers. Upon the affirmative vote of a majority of the members of the Executive Board, any officer may be removed either with or without cause and his or her successor may be elected at any regular meeting of the Executive Board called for such purpose.



## SECTION 5

### UNIT OWNERS

(a) Annual Meetings. Annual meetings of the Unit Owners shall be held during the month preceding the beginning of the Association's fiscal year.

(b) Place of Meeting. Meetings of the Unit Owners shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

(c) Special Meetings. Special meetings of the Association may be called by the President, a majority of the Executive Board, or by Unit Owners having twenty (20%) percent of the votes in the Association. No business shall be transacted at a special meeting except as stated in the notice.

(d) Notice of Meetings. Except for budget meetings, for which notice shall be given in accordance with Article 20(a)(vi) of the Declaration, not less than ten (10) nor more than sixty (60) days in advance of any meeting, the Secretary or other officer specified by the President shall cause notice to be hand-delivered or sent postage prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or By-Laws, any budget changes and any proposal to remove an officer or member of the Executive Board. No action shall be adopted at a meeting except as stated in the notice.

(e) Adjournment of Meeting. At any meeting of Unit Owners a majority of the Unit Owners who are present at the meeting, either in person or by proxy, may adjourn the meeting to another time.

(f) Order of Business. The order of business at the annual meeting of the Unit Owners or at any special meeting as far as practicable shall be:

- (i) Calling of the roll and certifying the proxies.
- (ii) Proof of notice of meeting or waiver of notice.
- (iii) Reading and disposal of any unapproved minutes.
- (iv) Receiving reports of officers.

- (v) Receiving reports of committees.
- (vi) Election of inspector of election (when required).
- (vii) Election of members of Executive Board, if necessary.
- (viii) Old business.
- (ix) New business.
- (x) Adjournment.

At all meetings of the Unit Owners or of the Executive Board, Roberts' Rules of Order shall be followed.

(g) Majority of Votes. A vote of the majority of Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required by the Declaration, these By-Laws or by law.

(h) Method of Voting.

- (i) If only one of several owners of a Unit is present at a meeting of the Association, that owner is entitled to cast all the votes allocated to that Unit. If more than one of the owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.
- (ii) The vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the board of directors or by-laws of the owning corporation or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified so to vote.
- (iii) Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more

than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this subparagraph only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

(iv) No votes allocated to a Unit owned by the Association may be cast.

(i) Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the Unit Owners present in person or by proxy, at any meeting of Unit Owners, shall constitute a quorum at such meeting.

## SECTION 6

### RECORDS

(a) The Declarant and the Association shall maintain accounting records according to generally accepted accounting principles. Such records shall include: (i) a record of all receipts and expenditures; (ii) an account for each Unit which shall designate the name and address of each Unit Owner, the amount of each assessment, the dates on which the assessment comes due, the amounts paid on the account, and the balance due; (iii) a record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements; (iv) an accurate account of the current balance in the reserve for replacement and for emergency repairs.

(b) Records maintained by the Declarant, by the Association or by the manager shall be available for examination and copying by any Unit Owner, his duly authorized agents or attorneys, at the expense of the Unit Owner, during normal business hours and after reasonable notice.

## SECTION 8

### INSURANCE

All provisions relating to insurance are to be found in the Declaration and the same are hereby incorporated by reference to the same extent and effect as if set forth herein verbatim.

## SECTION 9

### MISCELLANEOUS

(a) Notices. All notices hereunder shall be sent by registered or certified mail to the Executive Board in care of the President of the Association and/or to the managing agent if there be a managing agent. All notices to any Unit Owner shall be mailed or delivered to the building in which the Unit is situated, or to such other address as may have been designated by him or her from time to time in writing to the Executive Board. All notices to Eligible Mortgagees shall be sent by registered mail or certified mail to their respective addresses as designated by them from time to time in writing to the Executive Board. All notices shall be deemed to have been given when mailed except notices of change of address which shall be deemed to have been given when received.

(b) Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the enforceability

or effect of the balance of these By-Laws.

(c) Captions. The captions inserted herein are inserted only as a matter of convenience and for reference and do not define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

(d) Waiver. No restriction, condition, obligation or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

#### SECTION 10

##### MODIFICATION OR AMENDMENT OF BY-LAWS

The By-Laws may be amended only pursuant to the provisions of Article 16 of the Declaration.

#### SECTION 11

##### CONFLICTS

These By-Laws are set forth to comply with the requirements of CIOA. In the case of any conflict between these By-Laws and the provisions of CIOA or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

Certified to be the By-Laws adopted by consent of the incorporator of Camelot Court Condominiums Association, Inc., dated \_\_\_\_\_, 2001.

---

Robin A. Kahn  
Incorporator

EXHIBIT E

STATUTORY WARRANTY DEED

COLONIAL BUILDERS AND DEVELOPERS, LLP, of 940 Federal Road,  
Brookfield, Connecticut 06804,

in consideration of the sum of (\$ )  
paid,

grants to , whose address is ,

and unto the survivor of them, WITH WARRANTY COVENANTS, the  
premises more particularly described in Schedule A annexed hereto  
and made a part hereof.

Signed this day of , 200 .

Witnessed by: COLONIAL BUILDERS AND DEVELOPERS,  
LLP

\_\_\_\_\_  
By \_\_\_\_\_  
Alan Weiner, its Duly Authorized  
Partner

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) ss. Danbury

The foregoing instrument was acknowledged, before me, this  
day of 200 , by Alan Weiner, Duly Authorized  
Partner of COLONIAL BUILDERS AND DEVELOPERS, LLP, as his free act  
and deed and the free act and deed of said limited liability  
company.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

### Schedule A

All that certain piece or parcel of real property situated in the situate in the City of Danbury, County of Fairfield and State of Connecticut, being a portion of **Camelot Court Condominiums**, declared by Declaration of Camelot Court Condominiums, dated , 2001, and recorded in the Danbury Land Records on , 2001, in Volume at Page , known and designated as Unit , Camelot Court Condominiums; **TOGETHER WITH** a percentage of undivided interest in the common elements as set forth in the above described Declaration of Camelot Court Condominiums.

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

**SUBJECT, ALSO, TO** the following:

1. Any and all provisions of any ordinance, municipal rule or regulation or public or private law, including, without limitation, planning and zoning regulations.

2. Taxes due to the City of Danbury, including any reassessment or reallocation of the Common Interest Community, which become due and payable after the date of the delivery of the deed.

3. The terms and conditions of a Grant of Special Exception approved on December 20, 2000, and recorded in Volume 1338 at Page 579 of the Danbury Land Records.

EXHIBIT E-1

STATUTORY WARRANTY DEED

COLONIAL BUILDERS AND DEVELOPERS, LLP, of 940 Federal Road,  
Brookfield, Connecticut 06804,

in consideration of the sum of (\$ )  
paid,

grants to , whose address is ,

and unto the survivor of them, WITH WARRANTY COVENANTS, the  
premises more particularly described in Schedule A annexed hereto  
and made a part hereof.

Signed this day of , 200 .

Witnessed by: COLONIAL BUILDERS AND DEVELOPERS,  
LLP

\_\_\_\_\_  
By \_\_\_\_\_  
Alan Weiner, Its Duly Authorized  
Partner  
\_\_\_\_\_

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) ss. Danbury

The foregoing instrument was acknowledged, before me, this  
day of 200 , by Alan Weiner, the Duly  
Authorized Partner of COLONIAL BUILDERS AND DEVELOPERS, LLP, as  
his free act and deed and the free act and deed of said limited  
liability partnership.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public



### Schedule A

All that certain piece or parcel of real property situated in the situate in the City of Danbury, County of Fairfield and State of Connecticut, being a portion of **Camelot Court Condominiums**, declared by Declaration of Camelot Court Condominiums, dated , 2001, and recorded in the Danbury Land Records on , 2001, in Volume at Page , known and designated as Unit , Camelot Court Condominiums; **TOGETHER WITH** a percentage of undivided interest in the common elements as set forth in the above described Declaration of Camelot Court Condominiums.

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

**SUBJECT, ALSO, TO** the following:

1. Any and all provisions of any ordinance, municipal rule or regulation or public or private law, including, without limitation, planning and zoning regulations.

2. Taxes due to the City of Danbury, including any reassessment or reallocation of the Common Interest Community, which become due and payable after the date of the delivery of the deed.

3. The terms and conditions of a Grant of Special Exception approved on December 20, 2000, and recorded in Volume 1338 at Page 579 of the Danbury Land Records.

4. The terms and conditions of a certain Contract between Alan Weiner and the City of Danbury, dated March 21, 2001, and recorded on March 28, 2001, in Volume 1347 at Page 591 of the Danbury Land Records, which Contract requires that the premises be sold or rented at, or below, prices which will preserve the

premises as affordable housing as defined in Connecticut General Statute Sec. 8-39a, as the same shall be amended from time to time, for a period of thirty (30) years after the issuance of a Certificate of Zoning Compliance for the premises.

EXHIBIT F

CAMELOT COURT CONDOMINIUMS  
ESTIMATED BUDGET FOR FIRST YEAR OF OPERATION  
30 UNITS

GENERAL COMMON EXPENSES

ESTIMATED PROPOSAL

GROUNDS - LAWN CUTTING AND SNOW REMOVAL	\$ 7,500.00
ELECTRIC	\$ 1,500.00
INSURANCE	\$ 9,000.00
ADMINISTRATION	\$ 400.00
WATER & SEWER	\$ 4,500.00
TRASH REMOVAL	\$ 3,600.00
LEGAL AUDIT	\$ 1,000.00
MANAGEMENT AT \$13.00 PER UNIT PER MONTH X 30 UNITS X 12 MONTHS	\$ 4,680.00
MAINTENANCE/DRAINAGE	\$ 720.00
REPLACEMENT RESERVES*	\$ 2,247.00

TOTAL ANNUAL COSTS	<u>\$35,147.00</u>
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TOTAL COST PER MONTH	\$ 2,928.92
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MONTHLY COMMON CHARGE PER UNIT	\$ 97.63
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\*Note - Calculation of replacement reserves:

	<u>Useful Life</u>	<u>Remaining Life</u>	<u>Cost/Total</u>	<u>Cost/Year</u>
PAVEMENT	20 YEARS	20 YEARS	\$18,525.00	\$ 926.25
ROOFS	25 YEARS	25 YEARS	\$33,025.00	\$1,321.00

C 24—WARRANTY DEED—LONG FORM  
Ind. or Corp.

BOOK 828 PAGE-630

© 1978 by ALL-STATE LEGAL SUPPLY CO.  
One Commerce Drive, Cranford, N. J. 07016*To all People to Whom these Presents shall Come, Greeting:*

Know Ye, That We, FRANCIS P. GOZZI and PRISCILLA M. GOZZI, both of the City of Danbury, County of Fairfield and State of Connecticut

herein designated as the Grantors,  
for the consideration of ONE HUNDRED SIXTY FIVE THOUSAND and 00/100 (\$165,000.00) DOLLARS  
received to the full satisfaction of the Grantors, from ALAN WEINER  
whose mailing address is 940 Federal Road, Brookfield, CT 06804

herein designated as the Grantees.  
do hereby give, grant, bargain, sell and convey to the Grantees

A CERTAIN piece or parcel of land together with the buildings thereon situated in the City of Danbury, near South Street, on Mannion's Lane, so-called and bounded as follows:

NORTHERLY: By land now or formerly of Michael Keating (formerly of Margaret Keating),  
By a lane or highway,  
EAST: By land now or formerly of Andrew Collins, formerly of Margaret Collins,  
SOUTH: By land now or formerly of Hannah Halprin.  
WESTERLY:

Said parcel of land being 438 feet on the Northerly line, 40 feet on the Easterly line and 106 feet on the Westerly line, said measurements all being more or less.

## SUBJECT TO:

1. Taxes to the City of Danbury hereinafter becoming due and payable.
2. Any and all provisions of any ordinance, municipal regulations or public or private law.

\$ 181.50 State \$ 742.50  
Conveyance Tax received  
Michael R. Paris  
Town Clerk of Danbury

To Have and to Hold the premises hereby conveyed, with the appurtenances thereof, unto the Grantees and unto the Grantees' heirs, successors and assigns forever and to the Grantees' and their own proper use and behoof; and the Grantors do for themselves, their heirs, successors and assigns covenant with the Grantees, their heirs, successors and assigns that the Grantors are well seized of the premises as a good indefeasible estate in FEE SIMPLE; and have good right to grant and convey the same in manner and form as herein written and the same are free from all incumbrances whatsoever, except as herein stated.

And Furthermore, the Grantors do by these presents bind themselves and their heirs, successors and assigns forever to WARRANT AND DEFEND the premises hereby conveyed to the Grantees and their heirs, successors and assigns against all claims and demands whatsoever, except as herein stated.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In Witness Whereof, the Grantors have hereunto set their hands and seals, or if a corporation, it has caused these presents to be signed by its corporate officers and its corporate seal to be affixed hereto, this 2nd day of March 19 87

Signed, Sealed and Delivered in the presence of

or Attested by

*Don W. Taber*  
DON W. TABER

*Francis P. Cozzi*  
FRANCIS P. COZZI

*Priscilla M. Cozzi*  
PRISCILLA M. COZZI

State of Connecticut  
County of Fairfield

} ss. Danbury

The foregoing instrument was acknowledged before me this 2nd day of March 19 87 by Francis P. Cozzi and Priscilla M. Cozzi

Received for record

at 4:00 P.M.

MAR 2 1987

*Joseph A. Saffi*  
JOSEPH A. SAFFI

Commissioner of the Superior Court

Attest *Michael A. Scali*  
Town Clerk

BOOK 828 PAGE 632

C 24—WARRANTY DEED—LONG FORM  
Ind. or Corp.

A D G R —1

© 1978 by ALL STATE LEGAL SUPPLY CO.  
One Commerce Drive, Cranford, N. J. 07016*To all People to Whom these Presents shall Come, Greeting:*

Know Ye, That We, ARLENE / LATHROP, ARLINE / LATHROP and MARY M. / SCHMOLK, LATHROP  
all of the City of Danbury, County of Fairfield and State of Connecticut

herein designated as the Grantors,  
for the consideration of TWO HUNDRED EIGHTY-FIVE THOUSAND and 00/100 (\$285,000.00) DOLLARS  
received to the full satisfaction of the Grantors, from ALAN WEINER  
whose mailing address is 940 Federal Road, Brookfield, CT 06804

herein designated as the Grantees,  
do hereby give, grant, bargain, sell and convey to the Grantees

A CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the City of Danbury, County of Fairfield and State of Connecticut, and being bounded and described as follows:

NORTHERLY: by land of George Manion (formerly of James Manion);  
EASTERLY: by Manion Lane, so-called;  
SOUTHERLY: by land of Francis P. Gozzi and Priscilla M. Gozzi (formerly of Elizabeth M. Stone); and  
WESTERLY: by land of Bernard J. Dolan (formerly of Andrew Halpin).

Together with the right to pass and repass over the passway known as Manion's Lane to and from the public highway.

~~Said premises are subject to an easement to the American Telephone and Telegraph Company recorded in Volume 126 at Page 532 of the Danbury Land Records.~~

## SUBJECT TO:

1. Taxes to the City of Danbury hereinafter becoming due and payable.
2. Any and all provisions of any ordinance, municipal regulations, or public or private law.

3/3.50 State \$1,282.50  
Conveyance Tax received  
Michael R. Scari  
Town Clerk of Danbury

To Have and to Hold the premises hereby conveyed, with the appurtenances thereof, unto the Grantees and unto the Grantees' heirs, successors and assigns forever and to the Grantees and their own proper use and behoof; and the Grantors do for themselves, their heirs, successors and assigns covenant with the Grantees, their heirs, successors and assigns that the Grantors are well seized of the premises as a good indefeasible estate in FEE SIMPLE; and have good right to grant and convey the same in manner and form as herein written and the same are free from all incumbrances whatsoever, except as herein stated.

And Furthermore, the Grantors do by these presents bind themselves and their heirs, successors and assigns forever to WARRANT AND DEFEND the premises hereby conveyed to the Grantees and their heirs, successors and assigns against all claims and demands whatsoever, except as herein stated.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In Witness Whereof, the Grantors have hereunto set their hands and seals, or if a corporation, it has caused these presents to be signed by its corporate officers and its corporate seal to be affixed hereto, this 2nd day of February, 19 87

Signed, Sealed and Delivered in the presence of

or Attested by

Dorothy A. Casca  
DOROTHY A. CASCA, AS TO ARLINE KATHARINE LATHROP

Arline Natalie Lathrop  
ARLENE NATALIE LATHROP

Arline Katherine Lathrop  
ARLINE KATHERINE LATHROP

Mary M. Schmolck  
MARY M. SCHMOLCK a/k/a Mary M. Lathrop Schmolck

Joseph A. Saffi, as to Arline Katherine Lathrop

PLU A. V. Saffi  
as to Arline Katherine Lathrop

State of Connecticut  
County of Fairfield

ss. Danbury

The foregoing instrument was acknowledged before me this 2nd day of February, 1987, by Arlene Natalie Lathrop, ~~and~~ Mary M. Schmolck.

Dorothy A. Casca  
DOROTHY A. CASCA  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
MARCH 31, 1991  
Commissioner of the Superior Court

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

ss: Danbury

The foregoing instrument was acknowledged before me this 2nd day of March, 1987, by Arline Katherine Lathrop.

Received for record  
at 4:01 P.M.

Joseph A. Saffi  
Commissioner of the Superior Court

MAR 2 1987

Attest Michael A. Saffi  
Town Clerk

## PLANNING COMMISSION

## CITY OF DANBURY

## CERTIFIED COPY OF GRANT OF SPECIAL EXCEPTION

APPLICANT - Alan Weiner

RECORD HOLDER - Alan Weiner

LEGAL DESCRIPTION OF PREMISES - SEE ATTACHED

NATURE OF SPECIAL EXCEPTION - to allow Townhouses/Housing Incentive Option "Southwinds Commons" 11-13 Mannion's Lane (Assessor's Lot No. K16123 & K16124), having found that the criteria in Section 10.C.4 a. 1, 2, 3, and 4 of the Zoning Regulations have been met. The application was approved subject to the following modifications:

1. The site must be developed in accordance with the Site Plan Drawings for "Southwinds Commons", prepared for Alan Weiner by P.W. Scott Engineering, Sheets CS, SY-1, 1A, 2, 2A, 3, 4, 4A, S-12, CP-1 and OP-1, dated June 7, 2000, last revised November 10, 2000, or as may be further revised to comply with the modifications indicated below.
2. Prior to this issuance of a Zoning Permit, the two parcels that comprise the site must be combined into one lot. All required maps must be filed on Danbury Land Records.
3. Prior to the issuance of a Zoning Permit, the applicant must record, on the Danbury Land Records, the easements from the adjacent property owners that allows the improvements noted on the plans referenced in #1 above. Prior to recording, the form and substance of such easement agreements must be reviewed and approved by the City of Danbury Corporation Counsel.
4. All road improvements within the public portion of Mannion's Lane must be bonded with the Highway Department in accordance with all standard City procedures. The second (final) course of asphalt must be installed within 24 months of issuance of the Road Opening Permit.
5. The site must be developed in accordance with the Affordable Housing Application and Contract between the City of Danbury and Alan Weiner, prepared by the applicant, and approved by the City of Danbury Assistant Corporation Counsel on December 6, 2000, such contract, to be approved by the City of Danbury Common Council, prior to the issuance of any Zoning Permit.
6. Prior to issuance of a Zoning Permit, the applicant must comply with the requirements of the City Engineer as noted in correspondence dated October 6, 2000.
7. Prior to the issuance of a Zoning Permit, the applicant must comply with the requirements for handicap accessibility in the parking areas as noted in correspondence from the City of Danbury Building Department dated December 11, 2000.
8. Prior to issuance of a Zoning Permit, the applicant must comply with the requirements of the City Engineer as noted in correspondence dated December 6, 2000.
9. Prior to issuance of the first Certificate of Occupancy for a dwelling unit within the project, a Homeowner's Association must be formed and documents properly recorded on the Danbury Land Records identifying the Association's maintenance and financial responsibilities for the drainage facilities identified on the plans referenced in #1 above. Prior to recording, such documents must be reviewed and approved by the City of Danbury Corporation Counsel. Such documents shall reflect a 60% financial responsibility of the applicant to maintain the improved drainage structure(s) on the adjacent site of South Ridge Condominiums. The remaining 40% shall be the responsibility of the owners of South Ridge Condominiums, a reduction of 60% of the current maintenance expense.
10. Prior to issuance of the first Certificate of Occupancy, the applicant must install a sign at the eastern side of the cul-de-sac at the entrance to the private driveway that leads east to South Street identifying the driveway as a "Private Driveway-For Emergency Use Only."
11. Prior to the issuance of a Zoning Permit or the Road Opening Permit, the applicant must comply with any requirements of the City of Danbury Fire Marshal with respect to the road improvements as noted on the plans referenced in #1 above.
12. This special exception/site plan approval does not preclude the requirement for any additional approvals or permits that may be necessary from the City of Danbury.

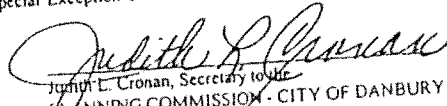
SECTION OF DANBURY ZONING ORDINANCE UNDER WHICH SPECIAL EXCEPTION IS GRANTED -  
4.B.7

continued.....



THE EFFECTIVE DATE OF THE SPECIAL EXCEPTION IS THE DATE ON WHICH THE APPLICANT  
FILES THIS CERTIFIED COPY OF GRANT OF SPECIAL EXCEPTION ON THE LAND RECORDS OF  
THE CITY OF DANBURY.

I hereby certify that the foregoing constitutes a true copy of the Special Exception granted by the Planning Commission  
of the City of Danbury on December 20, 2000. The Commission's approval shall be void and of no effect unless the  
applicant files this Certified Copy of Grant of Special Exception on the Land Records of the City of Danbury within  
SIXTY (60) DAYS OF APPROVAL.

  
Judith L. Cronan, Secretary to the  
PLANNING COMMISSION - CITY OF DANBURY

SCHEDULE A

A CERTAIN PIECE OR PARCEL of land, together with the buildings and improvements thereon, situated in the City of Danbury, County of Fairfield and State of Connecticut, and being bounded and described as follows:

NORTHERLY: by land of George Manion (formerly of James Manion);  
EASTERLY: by Manion Lane, so-called;  
SOUTHERLY: by land of Francis P. Gozzi and Priscilla M. Gozzi (formerly of Elizabeth M. Stone); and  
WESTERLY: by land of Bernard J. Dolan (formerly of Andrew Halpin)..

Together with the right to pass and repass over the passway known as Manion's Lane to and from the public highway.

Received for Record  
at 2:15 P. M.

JAN 23 2001

Attest: *Michael A. Scanlon*  
Danbury Town Clerk

## EXHIBIT I

### INSURANCE STATEMENT

A description of the insurance coverage provided for the benefit of Unit Owners:

The following is only a general description of the initial policies to be effective after the Common Interest Community has been created:

This statement has been reviewed and completed by The Settle Agency Insurance, the insurance agent for the Association. The Association has obtained a master insurance policy from The Travelers Insurance Company conforming to the minimum requirements in Article 22 of the Declaration and as follows.

The Association has obtained a master insurance policy. The effective date of coverage will be the date of recording of the Declaration, and will expire twelve (12) months later. The total amount of coverage will be equal to 100% of the insurable improvements and will be written on a blanket basis with agreed amount, and replacement cost coverages. The following is an explanation of these items.

1. Blanket - The total amount of insurance could apply to your building or all buildings the Association is responsible to insure.
2. Agreed Amount - There is no co-insurance in the event of loss, but there is a \$1,000.00 deductible per occurrence.
3. Replacement Cost - Losses are adjusted without depreciation if the building is replaced.

Under the building coverage which is "All Risk", the master policy covers the buildings, which includes the common walls, fixtures, and installations initially installed by the Declarant and the replacements thereof as well as any additions or alterations made or acquired at the Unit Owner's expense. Even though the policy has All Risk coverage, some common exclusions are listed below.

1. Household and personal property of an individual Unit Owner.

2. Damage caused by earthquake and flood.
3. Employee benefits.

A complete list of the exclusions can be found in the policies which are on file with the Executive Board or its designee.

In addition to the coverages listed above, the master policies provides the following coverages for the Association:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage Liability - \$1,000,000.00 combined single limit per occurrence.

Personal Injury Liability & Advertising Injury Liability.

Medical Payments \$5,000.00 per person, \$25,000.00 each accident.

Non-Owned & Hired Auto \$1,000,000.00 single limit.

Other coverages included - \$1,000,000.00 Single limit

Premises/operations liability  
Host liquor law  
Incidental Medical Malpractice  
Extended bodily injury  
Worldwide products liability  
Broad Form property damage  
Blanket contractual  
Employees as additional named insureds

FIDELITY COVERAGE \$100,000.00 Employee Dishonesty

DIRECTORS & OFFICERS COVERAGE AT \$1,000,000.00

This policy contains a limit of liability of \$1,000,000.00 bodily injury and property damage combined covering the common property. We are not providing liability coverage for that portion of the premises which is reserved for a Unit Owner's exclusive use and occupancy.

Because of the exclusions in the master policy you should consult with your own insurance agent and purchase a policy to cover the following exposures:

1. Value of household and personal property.
2. Additional living expense.
3. Personal injury.
4. Loss Assessment coverage.
5. Value of jewelry, furs, silverware, fine arts.
6. Value of additions and alterations made or acquired at the expense of an individual Unit Owner,

For more detail see Article 22 of the Declaration.

You are urged to study these provisions and to consult with your insurance advisor to assure yourself that you are aware of the extent of coverage provided by the master insurance policy and to make arrangements for appropriate additional coverage, as additional coverage is necessary.

This statement does not constitute an insurance binder or certificate but is merely a summary of the terms of the insurance to be in place upon the sale of the first unit in Camelot Court Condominiums.

EXHIBIT J

CAMELOT COURT CONDOMINIUMS  
ALLOCATED INTERESTS  
IN COMMON ELEMENTS AND COMMON EXPENSES

<u>UNIT NO.</u>	<u>AFFORDABLE / STANDARD</u>	<u>ALLOCATED INTEREST IN THIS PHASE</u>
1	STANDARD	25%
2	AFFORDABLE	25%
3	AFFORDABLE	25%
4	AFFORDABLE	25%

## Camelot Court

March 15, 2022

Dear Unit Owner,

We are receiving complaints that residents are not picking up after their dogs. Over the last several days, there have been multiple piles of dog droppings throughout the property. This is unsanitary. Multiple notices have been issued in the past regarding picking up after your pets. If you observe someone not picking up after their pet, please contact the management office. Each violation is a fine of \$25 after notice and comment. Landlords, please communicate this to your tenants as the fines will be assessed to you.

**Section (c) of the Camelot Court Rules States:** *No animals, birds or reptiles of any kind shall be raised, bred, or kept on the property or brought on the Common Elements, except that no more than two dogs of gentle disposition, no more than two cats (provided the total number of cats and dogs shall not exceed three), or other household pets, approved and licensed by the Executive board or the manager as to compatibility with the Common Interest Community may be kept. Pets may not be kept, bred, or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance, or noise shall be permanently removed from the property within three days after notice and hearing from the executive board. In no event shall any dog be permitted in any portion of the common elements unless carried or on a leash. No pet may be tethered outside in any portion of the common elements or limited common elements. **Pet droppings will be picked up and disposed of in an appropriate place by the pet owner. The owner shall hold the association harmless from any claim resulting from any action of his or her pet.***

**In addition to the rules above, the board of the directors has approved the following addition on March 14, 2021.**

*Each year and when a unit adds a new dog, you the included form must be provided to the management company. Failure to comply will result in a fine hearing with the board of directors. Fines will be \$25 each week the form is not returned registering your dog.*

## Camelot Court

### Camelot Court Dog Registration Form 3-15-22

Name: \_\_\_\_\_

Unit Number: \_\_\_\_\_

Number of dogs at the unit (limit 2) : \_\_\_\_\_

Dog Information:

	Breed/Type	Color	Size
1)			
2)			

This form must be returned to the management office each year and when you get a new dog



## Camelot Court

July 29, 2020

# Commercial Vehicles Rule

The Board of Directors approved the following to the Camelot Court Condominium Association Rules.

1. No commercial vehicles will be allowed to park in the parking spaces or driveways in front of units. You may park a commercially registered vehicle in your garage.
  2. Any vehicle with commercial plates will not be allowed to park overnight.
  3. Any vehicle with permanent signs designating a commercial business will not be allowed to park in the parking spaces or in front of the garages. You may park it in your garage.
  4. No vehicles with roof racks for ladders or equipment are allowed. These vehicles would be considered a commercial vehicle.
  5. Only vehicles with proper registration and either passenger or combination plates will be allowed to park overnight in the parking spaces or in front of your garage.
  6. No rental-moving trucks or trailers will be allowed on the property overnight. If you are either moving in or out you will need to notify the Management office prior to the overnight parking and receive permission.
  7. Any violations of this rule will result in a fine and or towing at the owner's expense per the association rules for notice and hearing.
  8. The following Units will be grandfathered and allowed one commercial vehicle on the property:
    - Unit 9 White Van, no signage, racks
    - Unit 12 White Van no signage, racks, or Black Pickup with Davis Tree Signs.
    - Unit 13 Tan Van with signage, racks, and ladders.
- Vehicles must be registered immediately with the management company. Supply license plate information.
  - One commercial vehicle only per unit.
  - Vehicles need to park in front of the garage.
  - If signage can be removed it should be removed overnight, ladders and equipment should be removed from the vehicles.

These are the only units that are allowed to have commercial vehicles based on the revised rule. Future residents of these units will not be allowed to have commercial vehicles.

The Board of Directors has approved (July 28, 2020) the above rule for commercial vehicles, effective August 1, 2020.

Board of Directors