

**PUBLIC OFFERING STATEMENT**  
**HUNTER'S CHASE AT LITCHFIELD**  
**EXHIBIT A**  
**DECLARATION AND AMENDMENTS**

**SCHEDULE "D"****Purchase price of propane distribution system**

After initial 240 month term	\$ 142,500.00
Between 241 and 300 months	\$ 132,750.00
Between 301 and 360 months	\$ 123,975.00
Between 361 and 420 months	\$ 116,077.50
After 421 months	\$ 108,969.75

**Purchase price of inventory upon purchase of Distribution System**

The average published price of propane gas at Selkirk, N.Y (TET Pipeline) plus freight rates as determined by The Department of Transportation plus any surcharges invoiced by the common carrier plus a fixed margin of .35/ gallon.

Received for record October 24, 2005 at 11:26 A.M.

*Endy J. Jordan*  
Town Clerk

**DECLARATION OF  
HUNTER'S CHASE AT LITCHFIELD**

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# **DECLARATION OF HUNTER'S CHASE AT LITCHFIELD**

BND 1, LLC a Connecticut limited liability company, with an office at Suite 205, 7 Old Sherman Turnpike, Danbury, Connecticut, the owner of the real property situated in the Towns of Litchfield and Torrington, Connecticut, described in Schedule A-1, does hereby DECLARE:

## **ARTICLE I Submission of Property**

### **Section 1.1 - Submission**

The Declarant submits the Property in the Towns of Litchfield and Torrington, Connecticut, described in Schedule A-1, to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, for the purpose of creating Hunter's Chase at Litchfield.

## ARTICLE II Definitions

In this Declaration and the other Instruments, the following words and phrases mean:

### Section 2.1 - Act

The Common Interest Ownership Act, Chapter 828, Sections 47-200 through 47-295 of the Connecticut General Statutes, as it may be amended from time to time. It is intended that amendments to the Act that are applicable to common interest communities already in existence will apply to this Common Interest Community, but amendments that are expressly applicable only to common interest communities created after the effective date of the amendments will not apply to this Common Interest Community unless the Declaration is amended to incorporate such amendments to the Act.

### Section 2.2 - Allocated Interests

The liability for Common Expenses and Votes in the Association allocated to the Home Sites in the Common Interest Community. The Allocated Interests are described in Article IX of the Declaration and shown on Schedule A-2.

### Section 2.3 - Association

Hunter's Chase at Litchfield Association, Inc., a nonstock corporation organized under the laws of the State of Connecticut. It is the unit owners' association pursuant to Section 47-243 of the Act.

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### Section 2.4 - Bylaws

The Bylaws of the Association, as they may be amended from time to time. The initial Bylaws have been recorded contemporaneously with this Declaration. The Bylaws are not a part of the Declaration and are not to be considered to be title documents.

### Section 2.5 - Common Elements

All portions of the Common Interest Community other than the Home Sites, including easements in favor of Home Sites or the Common Elements over other Home Sites and other interests in real property for the benefit of Home Site Owners, which are subject to the declaration.

### Section 2.6 - Common Expense Assessments

The funds required to be paid by each Home Site Owner in payment of his or her Common Expense liability.

### Section 2.7 - Common Expenses

Expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves, including, but not limited to:

- (a) Expenses of administration, maintenance, and repair or replacement of the Common Elements and those portions of the Home Sites for which the Association is responsible;
- (b) Expenses necessary or useful for the operation of the Association and the accomplishment of its purposes;
- (c) Expenses declared to be Common Expenses by the Instruments or by the Act;
- (d) Expenses agreed upon as Common Expenses by the Association; and
- (e) Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement, or addition to the Common Elements, to those portions of the Home Sites for which the Association is responsible, and to any other real or personal property acquired or held by the Association.

Some costs and expenses imposed by the Association shall be Common Expenses but shall be assessed against fewer than all the Home Sites as provided in Section 19.2 of this Declaration.

### **Section 2.8 - Common Interest Community**

Hunter's Chase at Litchfield.

### **Section 2.9 - Damaged or Destroyed**

A portion of the Common Interest Community is Damaged or Destroyed (or suffers Damage or Destruction) if it suffers physical damage that is of a type and is caused by an occurrence of a type covered by the casualty insurance required by Section 47-255 of the Act or by this Declaration, or by other insurance carried by the Association which is in effect.

### **Section 2.10 - Declarant**

BND 1, LLC, or its successor, as defined in Section 47-202(12) of the Act.

### **Section 2.11 - Declaration**

This document, including any amendments.

### **Section 2.12 - Development Rights**

The rights reserved by the Declarant under Section 8.1 of this Declaration.

### **Section 2.13 - Director**

A member of the Executive Board.

### **Section 2.14 - Eligible Insurer**

An insurer or guarantor of a first Security Interest in a Home Site that has notified the Association in writing of its name and address, that it has insured or guaranteed a first Security Interest in a Home Site and that it requests that the Association notify it of any proposed action requiring the consent of a specified percentage of Eligible Mortgagees. Such notice will be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article XVIII.

### **Section 2.15 - Eligible Mortgagee**

The holder of a first Security Interest in a Home Site which has notified the Association in writing of its name and address, that it holds a Security Interest in a Home Site and that it requests that the Association notify it of any proposed action requiring the consent of a specified percentage of Eligible Mortgagees or on specified actions. Such notice will be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVIII.

**Section 2.16 - Executive Board**

The board of directors of the Association pursuant to Subsections 47-245(a) and (b) of the Act, and Sections 33-1080 through 33-1130 of the Connecticut Revised Nonstock Corporation Act, except where superseded by the Act.

**Section 2.17 - Home Site**

A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 5.2 of this Declaration. A Home Site includes the title and a right to possession of the Improvements therein in the air space above the land as designated on the Survey, Schedule A-3.

A Home Site lies within the air space above the "land" as used in Section 8-18 of the Connecticut General Statutes, consisting of all spaces and Improvements above the surface of the land and within the vertical boundaries defined by the Home Site lines shown on the Survey, extended to the heavens. The land remains unsubdivided as a Common Element.

**Section 2.18 - Home Sites Boundaries**

Boundaries of each Home Site created by the Declaration and are defined in Section 5.2.

**Section 2.19 - Home Site Owner**

A Declarant or other Person who owns a Home Site, but does not include a Person having an interest in a Home Site solely as security for an obligation. The Declarant is the owner of any Home Site created by the Declaration.

**Section 2.20 - Improvements**

Any construction or facilities existing or to be constructed on the land included in the Common Interest Community as described in Schedule A-1, such as buildings, paving, utility wires, pipes, light poles, trees, shrubbery and lawns planted by the Declarant, the Association, or a Home Site Owner.

**Section 2.21 - Instruments**

The Declaration and Survey recorded and filed pursuant to the provisions of the Act to create Hunter's Chase at Litchfield, and the certificate of incorporation, the Bylaws, and the Rules of the Association, as any of the foregoing may be amended from time to time. Any exhibit, schedule, or certification accompanying an Instrument is a part of that Instrument.

**Section 2.22 - Limited Common Elements**

A portion of the Common Elements allocated by the Declaration or by operation of subsection (2) or (4) of section 47-221 of the Act for the exclusive use of one or more but fewer

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than all of the Home Sites. The Limited Common Elements in this Common Interest Community are described in Article VI of this Declaration.

**Section 2.23 - Maintain, Repair and Replace**

To Maintain, Repair and Replace (or to perform Maintenance, Repair and Replacement) is the act of addressing and correcting deterioration, wear and tear, and obsolescence to the Property which is not covered by the casualty insurance required by Section 47-255 of the Act or by this Declaration, or by insurance carried by the Association which is in effect.

**Section 2.24 - Majority of Executive Board**

The majority of the Executive Board or a committee of the Executive Board shall be based upon one Vote per person serving as a Director or member of the committee holding the office.

**Section 2.25- Majority of Home Site Owners**

The Home Site Owners holding more than fifty percent of the Votes in the Association.

**Section 2.26 - Manager**

A person, firm, or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

**Section 2.27 - Notice and Comment**

The right of a Home Site Owner to receive notice of an action proposed to be taken by or on behalf of the Association and the right to comment thereon. These provisions are set forth in Section 24.1 of this Declaration.

**Section 2.28 - Notice and Hearing**

The right of a Home Site Owner to receive notice of an action proposed to be taken by or on behalf of the Association and the right to be heard thereon. These provisions are set forth in Section 24.2 of this Declaration.

**Section 2.29 - Person**

An individual, corporation, business, trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, limited liability company, limited liability partnership, trust with authorization, or other legal or commercial entity that can own real estate.

**Section 2.30 - Property**

The land, all improvements, easements, rights, appurtenances and any other interests in real property which have been submitted to the provisions of the Act by this Declaration.

**Section 2.31 - Residence Maintenance Area**

The area within each Home Site, as described in Section 7.4, containing Improvements which must be Maintained, Repaired or Replaced by the Home Site Owner.

**Section 2.32 - Rules**

Regulations for the use of Common Elements and for the use of Home Sites when the use affects the Common Elements and for the conduct of Persons within the Common Interest Community adopted by the Executive Board pursuant to this Declaration. The initial Rules have been recorded contemporaneously with this Declaration. Amendments to the Rules will not be effective until they are recorded. The Rules are not a part of the Declaration and are not to be considered to be title documents.

**Section 2.33 - Security Interest**

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

**Section 2.34 - Special Declarant Rights**

Rights reserved for the benefit of a Declarant pursuant to Section 8.4 of this Declaration.

**Section 2.35 - Survey**

The survey filed with the Declaration as Schedule A-3 as it may be amended from time to time. The Survey contains all of the information required of both surveys and plans under Section 47-228 of the Act and there are no separate plans filed with this Declaration.

**Section 2.36 - Votes**

The votes allocated to each Home Site as shown on Schedule A-2. The casting of Votes is subject to the provisions of Section 9.4 of this Declaration and to the Bylaws.

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**ARTICLE III****Name and Type of Common Interest Community and Association****Section 3.1 - Common Interest Community**

The name of the Common Interest Community is Hunter's Chase at Litchfield. The Common Interest Community is a planned community.

**Section 3.2 - Association**

The name of the Association is Hunter's Chase at Litchfield Association, Inc. It is a nonstock corporation organized under the laws of the State of Connecticut.

**ARTICLE IV****Description of Property****Section 4.1 - Description of Property**

The Common Interest Community is situated in the Towns of Litchfield and Torrington, Connecticut. The legal description of the Common Interest Community is found in Schedule A-1.

**ARTICLE V****Maximum Number of Home Sites; Boundaries****Section 5.1 - Number of Home Sites**

The Common Interest Community contains three Home Sites. The Declarant reserves the right to create up to a total of 103 Home Sites.

**Section 5.2 - Home Site Boundaries**

A Home Site is a "unit" as defined in §47-202 (31) of the Act. Boundaries of each Home Site created by the Declaration are shown on the Survey as numbered Home Sites with their identifying number, and are described as follows:

- (a) **Perimeter and Lower Boundaries.** The Home Site is the real property consisting of the space above the surface of the land (as used in Section 8-18 of the Connecticut General Statutes) and the rights of possession therein and all improvements lying within the vertical planes intersecting the surface of the land at the boundary lines of each Home Site as shown on the Survey, Schedule A-3 to the Declaration as revised. The plane of the surface of the land as shown on the Survey is the lower boundary of the Home Site. Below the surface, and outside of the perimeter planes of the Home Site boundary, "all of the underlying land remains undivided and is a Common Element. The improvements lying below the boundaries of the Home Site and within the extension of the perimeter

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boundary planes and the Improvements, as they may from time to time be located therein, are Limited Common Elements appurtenant to the Home Site above them. Boundaries that are located at the surface of the land, are defined by the physical surface of that land, regardless of vertical or lateral movement of the surface of the land or minor variances between those boundaries and the boundaries derived from the description of the Home Site as shown on the Survey. The curved or flat plane defined by the lines of the surface of the land intersecting the vertical planes of the exterior of subsurface improvements such as posts and foundations, extended and projected through such improvements shall be the lower surface of the Home Site where there is no exterior land surface.

- (b) Boundary Fences and Lateral Supporting and Party Walls. Vertical boundaries that define planes within party walls will run through the center of the party wall, equidistant from the plane joining and along the outermost surfaces of studs and structural beams making up the party wall between attached buildings in separate Home Sites. Vertical boundaries of Home Sites shall be as shown on the Survey, and shall not be located at boundary fences at or adjoining the Home Site Boundary. Adjoining Home Sites shall have reciprocal easements of support and shelter over the portion of the common wall or fence within the other Home Site in accordance with the law of party walls and party fences and as described in subsection (f) below.
- (c) Exclusions. Except when specifically included by other provisions of Section 5.2, the following is excluded from each Home Site: the spaces and Improvements lying outside of the boundaries described in Subsection (a) of this Section 5.2, pipes, ducts, wires, conduits, septic systems, drainage systems and walks, drives, and other facilities running through or within any Home Site for the purpose of furnishing sewerage, utility, access, water and other similar services to other Home Sites, Common Elements, and the "land" as defined in Subsection (a) of this Section 5.2.
- (d) Inconsistency with Survey. If the Survey is inconsistent with this definition, then this definition will control.
- (e) Monuments as Boundaries. Physical improvements described as defining the boundaries will be monuments of title as described in Section 47-233 of the Act regardless of the location of the boundary as shown on the Survey as they may be constructed from time to time, and boundaries are determined by the actual physical surfaces regardless of shifting, construction variations or settlement, not withstanding the location depicted on the Survey.
- (f) Easements for Support and Shelter. Each Home Site Owner of a Home Site adjoining another Home Site has a reciprocal easement of support and shelter over the portion of any party or retaining wall or boundary fence on the adjoining Home Site, or adjoining the boundary with any adjoining Common Element or Limited Common Element appurtenant to a Home Site. To the extent that the



Association is not responsible for maintaining any portion of a party wall, each Home Site Owner covenants with the other to be responsible to maintain the party wall in a structurally sound, secure and weather and water tight state to provide the support and security and shelter from external forces, weather and ground and surface water that presently exists and as may be necessary to maintain the integrity of the existing building within the Home Site or supported surfaces within the Home Site or Limited Common Elements in accordance with the provisions of common party wall law. The Home Site Owner has an easement for access for repair and maintenance over and through the adjoining Common Elements, and an easement for pipes, ducts, utility ways and chases, access stairs, and fences passing through the other Home Site, Home Site or Common Element and serving the dominant Home Site or Home Site exclusively. Such physical structures including party walls and fences serving two Home Sites or both a Home Site and a Common Element will be shared through a mutual nonexclusive easement of enjoyment for all purposes for which the improvements and their replacements were intended. Reasonable access for repairs and improvements to physical improvements in Common Elements serving a Home Site adjoining a Common Element or another Home Site may be made by the Home Site Owner of the dominant Home Site, or Limited Common Elements. Access for emergency repairs may be made through the Association at any time. The adjoining Home Site Owners will be jointly responsible for maintenance of fences, privacy screens or exterior walls located on the boundaries of Home Sites. In the event that a party wall is exposed to the weather, to the extent that the Association is not responsible to Maintain, Repair and Replace such party wall, the Owner of the Home Site sheltered by the party wall shall have an easement of enjoyment over the portion of the wall within the adjoining Home Site and shall be responsible for its maintenance. The Home Site Owner benefited by the lateral support will be responsible for maintenance of supporting walls. If a structure is removed or destroyed so as to expose a party wall to the weather or remove lateral support, the Home Site Owner causing the removal or exposure will provide weather proof surface, enclosure and lateral support so as to permit the party wall to retain its intended function of lateral support, enclosure, security and weather protection. In the event a fence becomes deteriorated do to failure of a Home Site Owner to properly fulfill such maintenance obligations as set forth in this Declaration, and the adjoining Home Site Owners cannot agree as to maintenance, the Association, upon Notice and Hearing, may make the necessary repairs and assess the Affected Home Site Owners for the costs or order the fence removed, and if not removed in a reasonable time, remove it itself.

#### ARTICLE VI Limited Common Elements

##### Section 6.1 - Limited Common Elements

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

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- (a) If any chute, flue, duct, wire, conduit, bearing column wall, bearing or any other fixture lies partially within and partially outside the designated boundaries of a Home Site, any portion thereof serving only that Home Site is a Limited Common Element allocated solely to that Home Site, and any portion serving more than one Home Site or any portion of the Common Elements is a part of the Common Elements.
- (b) Any trim, siding, eaves, ventilation, chimneys, ducts or appliances, electrical boxes, footings, drains, and all exterior improvements and other fixtures designed to serve a single Home Site, but located outside the Home Site's boundaries, are Limited Common Elements allocated exclusively to that Home Site.
- (c) Walkways, the use of which is limited to certain Home Sites as shown on the Survey.

- (d) The Limited Common Elements for each Home Site will include the spaces and Improvements within the space below the surface of the land as defined in Section 5.2(a) above containing any foundations, basements, pools, sewerage system, footings, slabs, walks, drives, electrical wiring, lawns, planted shrub and plant roots, pipes, pavement, ducts, conduits, television, telephone and electrical receptacles, light fixtures, posts, vaults, boxes, and other underground Improvements serving that Home Site exclusively, the surfaces of the foregoing being the boundaries of the Limited Common Elements allocated to such Home Site, whether or not such spaces are contiguous or below the surface of the land or within the Common Elements or adjoining Home Sites or Limited Common Elements allocated to such Home Site, or accurately depicted on the Survey, Schedule A-3 of the Declaration.
- (e) Mailboxes, nameplates, and exterior lighting affixed to fences or otherwise outside the Home Site will be Limited Common Elements allocated to the Home Site served and will be maintained and operated by the Home Site Owner served.

## ARTICLE VII

### Maintenance, Repair and Replacement

#### Section 7.1 - Maintenance, Repair and Replacement of Common Elements

The Association will Maintain, Repair, and Replace all of the Common Elements, except the portions of the Limited Common Elements that are required by this Declaration to be Maintained, Repaired or Replaced by the Home Site Owners.

#### Section 7.2 - Maintenance, Repair and Replacement of Home Sites

- (a) By the Home Site Owner. Each Home Site Owner will Maintain, Repair, and Replace, at his or her own expense, all portions of his or her Home Site that are

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located within the Residence Maintenance Area described in Section 7.4 of this Declaration.

- (b) By the Association. The Association shall Maintain, Repair or Replace those Improvements located within the boundaries of the Home Sites described in Section 5.2 of this Declaration but outside of the Residence Maintenance Area, as described in Section 7.4 of this Declaration.

#### Section 7.3 - Maintenance, Repair and Replacement of Certain Limited Common Elements

- (a) By the Home Site Owner. Each Home Site Owner will Maintain, Repair, and Replace, at his or her own expense, all Limited Common Elements that are located within the Residence Maintenance Area described in Section 7.4 of this Declaration.
- (b) By the Association. The Association will Maintain, Repair and Replace all Limited Common Elements located outside of the Residence Maintenance Area described in Section 7.4 of this Declaration.

#### Section 7.4 - Residence Maintenance Area

The Residence Maintenance Area of each Home Site consists of the volume of space or spaces enclosed by the following boundaries. The outer surfaces of the following materials included within the Residence Maintenance Area and the inner surfaces of the materials excluded from the Residence Maintenance Area define its boundaries. The general principle is that materials which can be seen from the interior of the residence and that may be subject to change and redecoration without fundamental change to the structure of the building are a part of the Residence Maintenance Area. The surfaces of these materials and similar materials define the boundaries of the Residence Maintenance Area. Where materials are not contiguous, planes from the applicable surface of such material to the outer (or inner) surface of included (or excluded) materials, as the case may be, define the boundary of the Residence Maintenance Area.

- (a) Ceiling Boundary. The ceilings of the residential building are the upper boundaries of the Residence Maintenance Area.

- (i) Exterior surfaces of the following elements and materials define the Residence Maintenance Area boundary and are included within the Residence Maintenance Area:

- (A) Lath;
- (B) Furring;
- (C) Wallboard;
- (D) Plasterboard;

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- (E) Plaster;
- (F) Paneling;
- (G) Tiles;
- (H) Wallpaper;
- (I) Closed dampers of fireplaces;
- (J) Finish trim, paint, and any other materials constituting any part of the finished surfaces of the ceilings;
- (K) Ceiling hatchway doors, jambs, frames, hardware, and trim beneath their finish;
- (L) Ventilation grilles and trim;
- (M) Ceiling lights and fixtures, including enclosures and trim; and
- (N) Skylights and trim.

- (ii) Interior Surfaces of the following elements and materials in the residential building define the Residence Maintenance Area boundary and are excluded from the Residence Maintenance Area:

- (A) Structural elements including studs, rafters, beams, and hardware; and
- (B) Structural Elements which can be seen, beneath their finishes.

- (b) Floor Boundary. The lowermost portion of the residential building, be it either part of the Home Site or Limited Common Element, is the lower boundary of the Residence Maintenance Area.

- (i) Exterior Surfaces of the following elements and materials define the Residence Maintenance Area boundary and are included within the Residence Maintenance Area:

- (A) Tiles;
- (B) Furring;
- (C) Wallboard;
- (D) Plasterboard;
- (E) Plaster;

- (F) Paneling;
- (G) Tiles;
- (H) Resilient finished floor covering, including, linoleum, asbestos, vinyl, and rolled plastic flooring material;
- (I) Finished flooring, finish trim, and any other materials constituting any part of the finished surfaces of the floor;
- (J) Door jambs, sills, frames, and thresholds;
- (K) Finish trim, paint, and any other materials constituting any part of the finished surfaces of the floors;
- (L) Entrance or external doors, jambs, frames, sills, hardware, and trim beneath their finish;
- (M) Ventilation grilles and trim;
- (N) Switches, lights, and fixtures, including enclosures and trim;
- (O) Windows, including all sills, frames, hardware, glass, and trim; and
- (P) Wall-to-wall installed carpet.

(ii) Interior Surfaces of the following elements and materials define the Residence Maintenance Area boundary and are excluded from the Residence Maintenance Area:

- (A) Structural elements, including studs, rafters, beams, and hardware;
- (B) Structural elements that can be seen, beneath their finishes;
- (C) Sub-flooring;
- (D) Fireplace surfaces and hearths; and
- (E) Poured concrete and Gypcrete floors.

(c) Wall Boundaries. The interior walls of the residential buildings extending from the ceiling boundary described above to the floor boundary are the vertical boundaries of each Residence Maintenance Area.

(i) Exterior Surfaces of the following elements and materials define the Residence Maintenance Area boundary and are included within the Residence Maintenance Area:

- (A) Lath;

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- (B) Furring;
- (C) Wallboard;
- (D) Plasterboard;
- (E) Plaster;
- (F) Paneling;
- (G) Tiles;
- (H) Wallpaper;
- (I) Finish trim, paint, and any other materials constituting any part of the finished surfaces of the walls, with the exception that interior, and non-bearing partition walls are a part of the Residence Maintenance Area;

- (J) Ventilation grilles and trim;
  - (K) Wall lights and fixtures, including enclosures and trim; and
  - (L) Cabinets, switches, and enclosures.
- (ii) Interior surfaces of the following elements and materials define the Residence Maintenance Area boundary and are excluded from the Residence Maintenance Area:
- (A) Structural elements that can be seen, beneath their finishes; and
  - (B) Structural elements, including studs, rafters, beams, poured concrete or masonry, and hardware;
  - (C) Windows, sills, frames, trim, and hardware and exterior doors, jambs, sills, frames, trim, and hardware.
- (d) Additional Inclusions. Each Residence Maintenance Area will include any heating, ventilating and air conditioning systems, any water heating system and all electrical switches, wiring, pipes, ducts, conduits, smoke detector system, sprinkler system, and television, telephone, or fixtures, switches, or valves serving the Home Site penetrating the innermost unfinished surfaces of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Home Sites and serving or enclosing such Home Site exclusively. It will also include decorative elements affixed to and penetrating the walls, ceilings or floors. The surfaces of the foregoing items constitute the boundaries of the Residence Maintenance Area, whether or not such spaces are contiguous. The portion of pipes and wires from the shutoff or the main feed

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extending exclusively to the Home Site circuit box or into the Home Site shall be considered exclusively part of the Residence Maintenance Area.

- (e) Additional Exclusions. Except when specifically included by other provisions of Section 7.4, the following are excluded from each Residence Maintenance Area: the spaces and Improvements lying outside of the boundaries described in Section 7.4(a), (b) and (c) above, air conditioner sleeves, thresholds, exterior lighting, and all chutes, pipes, flues, ducts, wires, conduits, skylights, and other facilities running through or within any interior wall or partition for the purpose of furnishing utility and similar services to one or more other Home Sites or to Common Elements.
- (f) Non-Contiguous Portions. Certain Home Sites may include special portions, pieces, or equipment, such as air conditioning compressors, meter boxes, and utility connection structures that are situated in buildings or structures that are detached or semi-detached from the residential building. Such special equipment are a part of the Residence Maintenance Area, notwithstanding their non-contiguity.
- (g) Guide to Interpretation. In applying or interpreting the boundary definitions set out in this Section 7.4, the follow principles should be used where the boundary definitions do not provide a clear answer:
  - (i) Elements and materials that are visible from the outside of a residential building are outside of the Residence Maintenance Area.
  - (ii) Elements and materials that support the residential building or that keep that building weathertight are outside of the Residence Maintenance Area.
  - (iii) Elements and materials that are visible from the interior of the residential building and that may be subject to change or redecoration without fundamental change to the structure of the building are part of the Residence Maintenance Area.

**Section 7.5 - Right of Access**

Any Person authorized by the Executive Board will have the right of access to all portions of the Home Site, for the purpose of performing the Association's responsibility for Maintenance, Repair and Replacement or to restore Damage or Destruction provided that the request for entry to the interior of a residence is made in advance and that such entry is at a time convenient to the affected Home Site Owner. The Association may enter the Home Site to inspect and remove conditions that threaten the health and safety of the Common Elements or other Home Sites, including the treatment or removal of poison ivy, or other nuisance or dangerous Improvements or weeds. In the case of items and elements for which routine maintenance is required, Maintenance, Repair and Replacement of those items not requiring entrance into the building, entrance may be made at any time. In case of emergency, no such

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request or notice is required and such right of entry will be immediate, whether or not the Home Site Owner is present at the time.

**Section 7.6 - Repairs Resulting From Negligence**

Each Home Site Owner will reimburse the Association for any damages to any other Home Site or to the Common Elements caused intentionally, negligently or by the Home Site Owner's failure to properly maintain, repair or make replacements to the or her Home Site. Any portion, which is not reimbursed, will be a Common Expense allocated to all Home Site Owners. The Association will be responsible for damage to Home Sites caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements. The Executive Board may set reasonable standards for Maintenance, Repair and Replacement. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

**ARTICLE VIII****Development Rights and Other Special Declarant Rights****Section 8.1 - Reservation of Development Rights**

The Declarant reserves the following Development Rights:

- (a) The right to add and create Home Sites, Common Elements, and Limited Common Elements in the location shown as "Development Rights Reserved in this Area" on the Survey.
- (b) The right to create and complete Improvements within Home Sites and the Common Elements.
- (c) The right to grant easements to owners of property abutting the Property for the maintenance of existing encroachments on the Common Elements.
- (d) The 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 on the Survey as "Development Rights Reserved in this Area." The Declarant also reserves the right to withdraw and grant easements to municipalities, utility companies and propane suppliers, and to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes. If the Declarant grants any such easements, Schedule A-1 will be amended to include reference to the recorded easement.

**Section 8.2 - Limitations on Development Rights**

The Development Rights reserved in Section 8.1 are limited as follows:

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- (a) The Development Rights may be exercised at any time, but not more than 99 years after the recording of the initial Declaration.
- (b) Not more than a total of 103 Home Sites may be created under the Development Rights.
- (c) The quality of construction of any buildings and Improvements to be created on the Property will be consistent with the quality and structure type of initial buildings and Improvements, although Home Sites may be laid out in different configurations or plans.
- (d) The architectural style of any buildings and Improvements to be created on the Property shall be consistent with the architectural style of those buildings initially constructed by the Declarant pursuant to this Declaration which reflect the New England forms and styles based on neo-traditional interpretation and detailing. Declarant reserves the right to maintain full architectural control with regard to such items as roof lines, overhangs and gable ends, architectural detailing, exterior columns, balustrades and railings, doors and windows and exterior trim. Exterior lights, fencing and other exterior improvements will be consistent with existing elements. Building geometry, building footprints, floor plans, size, interrelationships of Home Sites, and overall layout may vary to conform to market demands, engineering conditions and municipal and code requirements. Materials may be substituted at the option of the Declarant, provided a uniform style is maintained. The Declarant does not promise that the buildings will be built in accordance with the site plan originally approved for the Common Interest Community or that the Declarant may not request amendments to the site plan. The Declarant makes no other promises concerning the style, quality of construction or size of the buildings and Improvements.
- (e) No other assurances are made as to any Improvements that may be made and any Limited Common Elements that may be created within portions of the Common Interest Community subject to Development Rights reserved by the Declarant.
- (f) All Home Sites, Common Elements and Limited Common Elements created pursuant to the Development Rights will be restricted to use in the same manner and to the same extent as the Home Sites, Common Elements, and Limited Common Elements created under the initial Declaration.
- (g) No Development Rights may be exercised unless approved pursuant to Section 18.5 of the Declaration.

### Section 8.3 - 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 Survey as to the portions where the Declarant will exercise its Development Rights or the order in which such portions, or all of the

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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. Development Rights may be divided and portions conveyed to different Successor Declarants.

### Section 8.4 - Special Declarant Rights

The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community to:

- (a) complete Improvements indicated on surveys filed with the Declaration, including construction and completion of residences on Home Sites;
- (b) exercise any Development Right reserved in this Declaration;
- (c) maintain sales offices, management offices, signs advertising the Common Interest Community, models, speculative Home Sites, and vignettes;



- (d) use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community; and
- (e) appoint or remove any officer or Director of the Association during any period of Declarant control, subject to the provisions of Subsection 8.9(a) of this Declaration.

### Section 8.5 - Models

As long as the Declarant is a Home Site Owner, the Declarant and its duly authorized agents, representatives, and employees may maintain any Home Site owned by the Declarant or any portion of the Common Elements as a model Home Site or sales office.

### Section 8.6 - Construction; Declarant's Easement

The Declarant reserves the right to perform warranty work, repairs, and construction work; to store equipment and materials in secure areas in Home Sites and Common Elements; and to control all such work and repairs and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners, or upland owners to fulfill the plan of development and the right to withdraw and convey fee interest in the Improvements within the easements for such purposes.

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### Section 8.7 - Signs and Marketing

The Declarant reserves the right to post signs and displays on Home Sites and in the Common Elements to promote sales of Home Sites, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Home Site Owners.

### Section 8.8 - Declarant's Personal Property

The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction, and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove, within one year after the sale of the last Home Site, from the Property any and all goods and Improvements used in development, marketing, and construction, whether or not they have become fixtures.

### Section 8.9 - Declarant Control of the Association

- (a) Subject to subsection (b) of this Section 8.9, there will be a period of Declarant control of the Association, during which a Declarant, or persons designated by him, may appoint and remove the officers and Directors. The period of Declarant control terminates no later than the earlier of: (1) Sixty days after conveyance of sixty per cent of the Home Sites that may be created to Home Site owners other than a Declarant; (2) two years after all Declarants have ceased to offer Home Sites for sale in the ordinary course of business; or (3) two years after any right to add new Home Sites was last exercised. A Declarant may voluntarily surrender the right to appoint and remove officers and Directors 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 Declarant before they become effective.
- (b) Not later than sixty days after conveyance of one-third of the Home Sites that may be created to Home Site owners other than a Declarant, at least one Director and not less than one-third of the Directors shall be elected by Home Site owners other than the Declarant.



- (c) Except as otherwise provided in subsection 8.9(a), not later than the termination of any period of Declarant control, the Home Site Owners shall elect an Executive Board of at least three members, at least a majority of whom shall be Home Site Owners. The Executive Board shall elect the officers. The Directors and officers shall take office upon election.
- (d) Notwithstanding any provision of the Declaration or Bylaws to the contrary, the Home Site Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Home Site owners at which a quorum is present, may remove any Director with or without cause, other than a Director appointed by the Declarant.

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#### Section 8.10 - Limitations on Special Declarant Rights

Unless terminated earlier by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant so long as the Declarant is obligated under any warranty or obligation, owns any Home Sites or land subject to Special Declarant Rights, or any Security Interest on any Home Sites, or for 99 years after recording the Declaration, whichever is sooner. Earlier termination of certain rights may occur by statute. Additional limitations occur in Article XVIII.

#### Section 8.11 - Limitation on Association Action

The Association may not take any action that would interfere with the Special Declarant Rights.

### ARTICLE IX Allocated Interests

#### Section 9.1 - Allocation of Interests

The table showing Home Site numbers and their Allocated Interests is attached as Schedule A-2. These interests have been allocated in accordance with the formulas set out in this Article. The same formulas are to be used in reallocating interests if Home Sites are added to the Common Interest Community.

#### Section 9.2 - Formulas for the Allocation of Interests

The interests allocated to each existing Home Site have been calculated by the following formulas:

- (a) Liability for the Common Expenses. The fraction of Common Expenses allocated to each Home Site is based on one share per Home Site divided by the total number of declared Home Sites.

Nothing contained in this subsection will prohibit certain Common Expenses from being apportioned to particular Home Sites as described in Article XIX of the Declaration.

- (b) Votes. Each Home Site in the Common Interest Community will have one Vote.

The number of Home Sites added will determine the maximum change in each Home Site's share of the liability for Common Expenses and of the voting power in the Common Interest Community.

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**Section 9.3 - Voting by Directors**

- (a) Votes in the Executive Board, or a committee, shall be on a basis of one vote per person eligible to vote.
- (b) Votes in the Executive Board or a committee of the Executive Board may not be cast by proxy, although a Director may participate in such a meeting by electronic means to the extent permitted by the Bylaws or applicable law.

**Section 9.4 - Voting by Home Site Owners**

- (a) **Fractions.** Any specified percentage, portion or fraction of Home Site Owners, unless otherwise stated in the Instruments, means the specified percentage, portion or fraction in the aggregate of such portion of Votes. If only one of several owners of a Home Site is present at a meeting of the Association, that Home Site Owner is entitled to cast the Vote allocated to that Home Site. If more than one of the Home Site Owners are present, the Vote allocated to that Home Site may be cast only in accordance with the agreement of a majority in interest of the Home Site Owners. There is majority agreement if any one of the Home Site Owners casts the Vote allocated to that Home Site without protest being made promptly to the person presiding over the meeting by any of the other Home Site Owners.
- (b) **Home Sites Owned by the Association.** No Vote allocated to a Home Site owned by the Association may be cast in any election of Directors or for or against the ratification of any budget.
- (c) **Proxies.** The Vote allocated to a Home Site may be cast pursuant to a proxy duly executed by a Home Site Owner. The proxy may be given to any individual, whether or not he or she is a Home Site Owner, or to the holder of an office in the Association, such as the president or the secretary. A proxy may not be given to the Executive Board. If a Home Site is owned by more than one Person, each Home Site Owner may vote or register protest to the casting of the Vote or Votes by the other Home Site Owner or Owners through a duly executed proxy. A Home Site Owner may revoke a proxy given pursuant to this Subsection 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.

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**ARTICLE X****Restrictions on Use, Occupancy or Alienation****Section 10.1 - Restriction on Use and Occupancy of Home Sites**

Subject to the Special Declarant Rights reserved under Article VIII, the following use and occupancy restrictions apply to all Home Sites and Common Elements. The provisions of this Section 10.1 may only be amended in accordance with Section 15.5 of this Declaration.

- (a) Each Home Site is restricted to residential use as a single family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. Single families shall be defined as a group of individuals living together as a single, non-commercial, non-profit household, cooking and eating together with a common kitchen and dining area. Occupancy by three or more individuals who may or may not be unrelated and who are either (1) supervised under an institutional or governmental program related to a mental illness, handicap, or mental retardation that, by its character or activities, would impose additional supervision, security, administration, or insurance burdens on the Association, or (2) persons in transition from incarceration, is prohibited. Nothing shall prohibit the unsupervised ownership, occupancy, or other accommodation of persons by virtue of their mental retardation, handicap, or familial status as defined by the federal Fair Housing Act or the civil rights acts of the State of Connecticut. By Rule, the Association may provide additional restrictions and definitions of families and procedures for approval and administration of this provision.

- (b) Garages are restricted to use by the Home Site Owners as storage and as a parking space for vehicles. However, trucks, commercial vehicles, and campers that do not fully fit within the garage with the doors closed, are excluded. By regulation the Association may provide additional restrictions with respect to vehicle type restrictions and permitted uses within the garages.
- (c) Nothing may be done or kept in any Home Site that will increase the rate of insurance of the buildings in the Common Interest Community, or the contents thereof, beyond the rates applicable for residential common interest communities without prior written consent of the Executive Board. No Home Site Owner may permit anything to be done or kept in his or her Home Site that will result in the cancellation of insurance on any of the buildings, or the contents thereof, or that would be in violation of any law.
- (d) No noxious or offensive activities may be carried on in any Home Site, nor may anything be done therein either willfully or negligently which may be or become an annoyance or which interferes with the peaceful possession and proper use of the Property by the other Home Site Owners or residents. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof will be observed.

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- (e) Each Home Site Owner will be obligated to maintain those portions of his or her Home Site not maintained by the Association, and keep it in good order and repair.
- (f) Except pursuant to Article XIII of the Declaration, nothing may be done to any Home Site which will impair the structural integrity of the building or buildings or which will structurally change them without consent of the Association. No Home Site Owner may do any work which may jeopardize the soundness or safety of the Property, reduce the value thereof, or impair any easements, right of purchase, or any interest constituting a Common Element.
- (g) The Association may adopt Rules that affect the use or occupancy of Home Sites that may be used for residential purposes only as provided for in Section 25.2 of this Declaration.
- (h) The use of Home Sites and Common Elements is further subject to the Bylaws and the Rules of the Association.

#### Section 10.2 - Compliance with Laws, Restrictions and Regulations

All activities on the Home Sites and the Common Elements shall be conducted in compliance with all laws, ordinances, regulations, covenants, and restrictions affecting the Property, including, but not limited to, the encumbrances, covenants, and restrictions listed in Schedule A-1 to this Declaration. No Home Site Owner or Occupant of a Home Site shall do any act, plant, cut or alter any vegetation, erect or alter any Improvement, or apply any substance to the land, in violation thereof.

#### Section 10.3 - Limitations of Activities within a Home Site or the Common Elements

Activities within Home Sites and Common Elements will be restricted by the following limitations. These limitations are not intended to limit either the use or occupancy of the Home Sites. The provisions of this Section 10.3 may be amended in accordance with Section 15.1 of this Declaration.

- (a) Pets. No animals, birds, or reptiles of any kind will be raised, bred, or kept in the Common Interest Community, except for: no more than two dogs of gentle disposition; no more than four cats, usual domestic birds in cages, and fish in tanks, or other household pets approved by the Executive Board as to compatibility with the community. Notwithstanding the above, the Executive Board may, at its sole discretion and after providing Home Site Owners with Notice and Comment in accordance with Section 24.1 of this Declaration, adopt a Rule that designates particular breeds of dogs, known for their viciousness or ill temper which may not be kept on the Property. By way of example, and not limitation, such breeds may include American Staffordshire Terriers, Rottweilers and Presa Canarias. No animal of any kind that has venom or poisonous defense

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or capture mechanisms, or if let loose would constitute vermin, will be allowed in the premises. Pets may not be kept, bred, or maintained for any commercial purposes. Any pet causing or creating an unreasonable disturbance or noise will be permanently removed from the Property upon three days' written notice from the Executive Board and after providing such owner with Notice and Hearing. In no event will any dog be permitted in any portion of the Common Elements unless carried or on a leash; no dogs will be curbed in any courtyard or close to any patio, except in street or special areas designated by the Executive Board. Any droppings in the Home Sites or Common Elements will be picked up and removed immediately to disposal facilities or other trash disposal containers. The owner will compensate any Person hurt or bitten by any dog and will hold the Association harmless from any claim resulting from any action of his pet whatsoever. Seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide or train such animals.

Notwithstanding the above, The Executive Board, at its sole discretion, may allow a Home Site Owner to keep a pet in the Common Interest Community that is otherwise prohibited by this Subsection 10.3(a). The Executive Board will answer any written request by a Home Site Owner for such permission within 45 days after such request. Failure to so respond will not constitute consent. The Executive Board will review requests in accordance with the provisions of its Rules and this Declaration.

- (b) Antennas. Exterior antennas for radio, CB or ham radio that are visible from the traveled Common Elements and antennas that are under one meter in diameter are permitted on Home Sites under the standards of these restrictions, to the extent that these restrictions are not deemed unreasonable under the regulations of the Federal Communications Commission. External satellite dishes in excess of one meter measured diagonally at their widest dimension are prohibited. All television and other antennas shall be located within the interior of a building unless such location would impair the reception of an acceptable signal and make it necessary to use another location. Any such alternative location, and the installation of any satellite dish one meter in diameter or less for direct broadcast satellite service, multichannel multipoint distribution service and television broadcast service are permitted on Home Sites pursuant to notice in writing to the Executive Board or to a committee established by the Executive Board to review such installations. Approval for such alternative external location will be granted only in the event of circumstances such as where, because of the unique location of the Home Site or other factors shielding the signal, the Antenna cannot be located within the interior of the building on the Home Site in a manner that would provide an acceptable quality signal. Such alternate external location may not be within Common Element areas. In any event, external antennas for direct broadcast satellite service and multichannel multipoint distribution service may

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not exceed one meter in diameter, and for reception of television broadcast service may not exceed 12 feet in height. All external antennas shall be painted or otherwise camouflaged, and be located so as to minimize the visual impact on the community.

Pruning of trees or shrubbery on the Common Elements shall not be permitted. Any pruning of trees or shrubbery on Home Sites required for the installation, maintenance or operation of the Antenna shall require Association approval and shall be done only by the Association's maintenance staff or by contractors authorized by the Association, at the Home Site Owner's sole expense. An additional maintenance fee may be charged to cover the cost of any unusual maintenance, or increased costs incurred by the Association because of the installation of the Antenna pursuant to, these Rules. Such pruning or trimming shall not be permitted if it will have any visual impact on the roads or Common Elements.

Each notice of intent to install an Antenna must be submitted to the Association, together with:

1. a description of the size and shape of the Antenna;
2. a 1/4 inch to a foot or larger scaled drawing, or one or more photos with dimensions indicated showing the proposed location and size of the Antenna (including all related cabling and equipment). The drawing or pictures must show all sides from which the Antenna will be visible.
3. a description of whether the Antenna will be visible from any street or walk, the landscaped open space, any pool, or any other Home Site within Hunter's Chase at Litchfield.

There can be no waiting period for permission to install an antenna. However, if the installation is contrary to this Subsection it may be required to be removed.

#### Section 10.4 -- Restraints on Alienation

The following restraints on alienation apply to all Home Sites. The provisions of this Section 10.4 may be amended in accordance with Section 15.1 of this Declaration.

- (a) A Home Site may not be conveyed pursuant to a time-sharing plan as defined in Section 47-202 (30) of the Connecticut Statutes.
- (b) All leases must be in writing and filed with the Association and subject to the requirements of the Instruments and the Association. Failure to so file will permit the Association to bring summary process against the tenant, as a default in the lease, in the name of its landlord.

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- (c) The Executive Board, after Notice and Comment, may establish by Rule, a mandatory lease addendum for the Common Interest Community. If the Executive Board does establish such an addendum, all leases and rental agreements relating to Home Sites shall include the addendum which shall be executed by the Home Site Owner landlord and by each tenant. If a Home Site Owner grants the exclusive right of possession to his or her Home Site to a third party, other than by a lease or rental agreement, such third party shall be considered a tenant for the purposes of this Section and the Home Site Owner and such third party shall execute the addendum, whether or not they execute a lease. No later than the time the tenant first occupies the Home Site, the Home Site Owner shall furnish the Association with a copy of the addendum, executed by the parties, together with any other documents and information which the addendum requires to be furnished to the Association.
- (d) Whenever more than 50% of the ownership of a Home Site is transferred from one Person to another, including, but not limited to, a transfer under a will or by intestacy or by operation of law, regardless of consideration, but excluding the foreclosure of a first or second mortgage on the Home Site, whether by strict foreclosure or by sale, and a transfer of the Home Site by any party who acquired an interest in the Home Site by foreclosure, the party acquiring the interest in the Home Site shall pay to the Association a sum equal to two months' Common Expense Assessments due to the Association under the budget in effect at the time the Home Site is transferred.

#### Section 10.5 -- Restrictions on the Amount for Which Any Home Site May be Sold or on the Amount that May be Received

There is no restriction in this Declaration on the amount for which any Home Site may be sold or otherwise transferred. Individual Home Sites may be restricted by separate covenant on sales and resales.

**ARTICLE XI**  
**Easements, Licenses, and Other Encumbrances**

**Section 11.1 - Easements, Licenses, and Other Encumbrances**

All easements or licenses to which the Common Interest Community is subject are listed in Schedule A-1 to the Declaration. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article VIII of this Declaration. Other encumbrances that the Common Interest Community will be subject to upon recording of the Declaration and subsequent amendments thereto are also included in the then current Schedule A-1. Each Home Site is conveyed together with and subject to the easements in favor of the adjoining Home Site for walls which are at boundaries as described above.

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**ARTICLE XII**  
**Reallocation and Allocation of Limited Common Elements**

**Section 12.1 - Reallocation of Depicted Limited Common Elements**

No Limited Common Element depicted on the Survey may be reallocated except by an amendment to the Declaration executed by the Home Site Owners between or among whose Home Sites the reallocation is made. The Persons executing the amendment shall provide a copy thereof to the Association, which shall record it. The amendment shall be recorded in the names of the parties and the Common Interest Community.

**Section 12.2 - Allocation of Limited Common Elements Not Previously Allocated**

A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to provisions in Article VI of the Declaration. The allocations shall be made by amendments to the Declaration, specifying to which Home Site or Home Sites the Limited Common Element is allocated.

**ARTICLE XIII**  
**Additions, Alterations, and Improvements**

**Section 13.1 - Additions, Alterations, and Improvements by Home Site Owners**

- (a) Subject to Subsection 13.1(b)(i), no Home Site Owner will make any structural addition, alteration, or improvement in or to the Common Interest Community without the prior written consent of the Executive Board. The Executive Board will answer any written request by a Home Site Owner for approval of a proposed structural addition, alteration, or improvement within 45 days after such request. Failure to so respond will not constitute consent. The Executive Board will review requests in accordance with the provisions of its Rules and this Declaration.
- (b) A Home Site Owner:
  - (i) May make any other improvements or alterations to the interior of the building within his or her Home Site 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 building, including a building located within a Home Site, any other portion of a Home Site or any other portion of the Common Interest Community, without permission of the Association, as provided for in Subsection 13.1(a);

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- (iii) After acquiring an adjoining Home Site or an adjoining part of an adjoining Home Site, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries.
- (c) Any applications to any department or governmental authority for a permit to make any addition, alteration, or improvement in or to any Home Site under this Article will be executed by the Association only. Such execution will not, however, incur any liability on the part of the Association or any of its members to any contractor, subcontractor, or materialman on account of such addition, alteration, or improvement or to any person having any claim for injury to person or damage to property arising therefrom.
- (d) All additions, alterations, and improvements to the Home Sites and Common Elements will not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Home Sites other than those affected by such change.

#### Section 13.2 - Additions, Alterations, and Improvements of Home Sites

- (a) Home Sites with buildings under construction pursuant to the initial building permit issued by the Building Official of the Town of Litchfield, may be continued under construction until the issuance of an initial, final certificate of occupancy, without interference or entrance by the Association. Construction equipment and materials may be stored on a Home Site. The builder will remain properly insured and will hold the Association harmless from any loss, claim, or damage occasioned by its construction activity within the Home Site and obtaining access to the Home Site over the easement reserved to the Declarant pursuant to the Act §47-235. Once a building permit is issued, the Declarant and any other person may pursue construction of the building for which the building permit was issued until the building is substantially completed as such person deems in his best interest, allowing for reasonable interruption for acts of God, labor stoppages, inability to obtain materials, and awaiting selection of optional extras and decorating options by purchasers.
- (b) After the issuance of the initial, final certificate of occupancy for a building within a Home Sites, no alterations, additions, or improvements may be made in the exterior surface or outside of the buildings without the prior consent of the Executive Board or such Architectural Control Committee established by the Executive Board having jurisdiction over such matters, if any. In determining whether to grant consent, the Executive Board or Architectural Control Committee shall apply the standard set out in Section 8.2(d) of this Declaration,

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pursuant to such interpretive guidelines as adopted by the Executive Board after Notice and Comment.

- (c) A Home Site Owner or tenant in a Home Site may perform structural changes to the Home Site and Common Elements in order to provide access for handicapped persons as required by the federal Fair Housing Amendments Act of 1988 and Chapter 814c of the Connecticut General Statutes, as may be amended to apply to this Common Interest Community, provided that plans for such changes have been submitted to the Executive Board or a covenants control committee (with appeal to the Executive Board) for approval as to structural integrity, safety, compliance with building and other codes, and consistency with the aesthetic integrity of the Common Interest Community. All exposed elements of such changes will be surfaced, painted, and trimmed and all structural elements will be constructed, fitted, and fixtured in a manner consistent with surface materials, paint colors, trim styles, structures, and fixtures of the project in the vicinity of the modifications. All modifications to Common Elements not to be restored on termination of tenancy will be designed so as to not detract significantly from the public and common use areas so modified and so as to be of benefit to other persons with and without handicaps.



The amount of any escrowed deposits from tenants, which might be set aside for restoration of the exterior of the building and landscaping in the Home Site, shall be determined on a case-by-case basis. The deposit shall be reasonable and negotiated between the landlord and the tenant. The deposit shall be no less than the amount approved by the Executive Board and shall not exceed a reasonable cost to restore the Home Site and Common Elements (except for such elements which will not functionally change the use of the portions improved, such as hidden structural changes and widened doors) to the condition they were prior to installation of the special improvements. The Association must deposit any deposit attributable to the Common Elements or structures affecting the Common Elements to allow drawdown, and the escrow will be so restricted. The escrowed funds may only be drawn down to undertake such restoration if the tenant does not perform the restoration after vacating the Home Site.

Any deposit attributable to the restoring of interior portions of the Home Site not otherwise affecting the Common Elements will be as negotiated between the landlord and the tenant. Those escrowed funds may be drawn down pursuant to any agreement between the landlord and tenant.

Restoration of the Common Elements must be done under the supervision of the Executive Board or such committee, if any, and the Home Site Owner must complete restoration in a manner consistent in design and quality to the remaining Common Elements, which will then be approved by the covenants control committee, with appeal to the Executive Board. A certificate from the Association or its covenants control committee duly authorized of such approval, or disapproval with reasons relating solely to design and quality, will be provided

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within 30 days. If no certificate is given after 30 days, the restoration will be deemed approved, and an affidavit of the affected Home Site Owner, attesting to such non-response, will be sufficient to evidence such approval.

The applicant will pay for the cost of preparation of the application, the cost of professional review if deemed required by the review entity, and all costs of permits and fees and compliance therewith.

#### **Section 13.3 – Approval by Executive Board**

- (a) A Home Site Owner may submit a written request to the Executive Board or such Architectural Control Committee established by the Executive Board having jurisdiction over such matters, if any, for approval to do anything that is prohibited or regulated under this Article XIII. The Executive Board or Architectural Control Committee, as the case may be, shall answer any written request for such approval, after Notice and Hearing to the applicant, the owners of all Home Sites located within 100 feet of the proposed improvement or alteration, and any other Home Site Owner who, in the sole opinion of the Executive Board or Architectural Control Committee, as the case may be, may be especially impacted by the proposed improvement or alteration, within 45 days after the request thereof. Failure to answer within such time shall not constitute consent by the Executive Board to the proposed action.
- (b) In acting on any request made under Subsection 13.3(a), the Executive Board or Architectural Control Committee, as the case may be, shall observe the requirements and limitations or all applicable laws, ordinances and regulations, including, but not limited to the Federal Fair Housing Amendments Act of 1988.
- (c) In acting on any request made under Subsection 13.3(a), the Executive Board or Architectural Control Committee shall apply the standards set out in Subsection 8.2(b) of this Declaration and such other standards as may be adopted, from time to time, by the Executive Board after Notice and Comment.
- (d) The Executive Board or Architectural Control Committee, as the case may be, may establish time limits and require conditions for its approval of an application under Subsection 13.3(a). These may include, but are not limited to, the following:



- (i) That the Home Site Owner maintain, repair and replace the addition or alteration or reimburse the Association for the costs of maintenance, repair and replacement.
- (ii) That the Home Site Owner remove the addition or alteration and restore the property to its prior condition after a certain period of time or upon the happening of a certain event.
- (iii) That the Home Site Owner indemnifies the Association for all loss, cost or expense resulting from the existence of the addition or alteration.
- (iv) That the approval and the conditions imposed on the approval be incorporated in a written agreement signed by the Home Site Owner and recorded in every town in which any portion of the Common Interest Community is located.
- (e) The Association may require the Home Site Owner to pay an application fee, at the time the application is made or at such later time as the Executive Board or Architectural Control Committee, as the case may be, determines, to reimburse the Association for its costs in considering and acting on the application including reasonable fees of attorneys and design professionals.
- (f) The Executive Board may grant approval for a type or class of modifications or installations by adopting a Rule, after Notice and Comment.

#### Section 13.4 - Application to Declarant

The provisions of this Article will not apply to the Declarant in the exercise of any Special Declarant Right.

### ARTICLE XIV

#### Relocation of Boundaries Between Adjoining Home Sites

##### Section 14.1 - Application and Amendment

Subject to approval of any structural changes pursuant to Article XIII, the boundaries between adjoining Home Sites may be relocated by an amendment to the Declaration on application to the Association by the owners of those Home Sites. No such relocation shall affect the Allocated Interests of the Home Sites. Upon being notified of the proposed relocation, the Association shall prepare an amendment that identifies the Home Sites involved and indicates the Association's consent. The amendment shall be executed by those Home Site Owners, contain words of conveyance between them, and the approval of any Eligible Mortgagees holding Security Interests in the attached Home Sites will be endorsed thereon. On recordation, the amendment will be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

##### Section 14.2 - Recording Amendments

The Association shall prepare and record surveys or plans necessary to show the altered boundaries between adjoining Home Sites, and their dimensions and identifying numbers. The applicants will pay for the costs of preparation of the amendment and its recording, and the reasonable professional fees incurred by the Association in preparing the amendment.

## ARTICLE XV Amendments to Declaration

### Section 15.1 - In General

Except as prohibited below, the Declaration, including any Surveys, may be amended only by vote or agreement of Home Site Owners of Home Sites to which at least 67% of the Votes in the Association are allocated.

### Section 15.2 - Limitation of Challenges

No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded, pursuant to Section 47-236(b) of the Act.

### Section 15.3 - Recordation of Amendments

Every amendment to the Declaration shall be recorded in every town in which any portion of the Common Interest Community is located and is effective only on recordation. An amendment, except an amendment pursuant to Article XIV of this Declaration shall be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the grantor's index in the name of the parties executing the amendment.

### Section 15.4 - When Unanimous Consent Required

Except to the extent expressly permitted or required by other provisions of the Act and the Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Home Sites, or change the boundaries or the Allocated Interests of any Home Site, in the absence of unanimous consent of the Home Site Owners or as otherwise provided in the Act.

### Section 15.5- Amendments Relating to Use and Occupancy

By vote or agreement of Home Site Owners of Home Sites to which at least 80% of the Votes in the Association are allocated, an amendment to the Declaration may prohibit or materially restrict the permitted uses or occupancy of a Home Site or the number or other qualifications of persons who may occupy Home Sites. However, by vote or agreement of Home Site Owners of Home Sites to which at least 67% of the Votes in the Association are allocated, an amendment to the Declaration may broaden the permitted uses or occupancy of a Home Site or the number or other qualifications of persons who may occupy Home Sites. Any amendment must provide reasonable protection for a use or occupancy permitted at the time the amendment was adopted and must be made in compliance with the requirements of Section 47-236(j) of the Act.

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### Section 15.6 - Execution of Amendments

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

### Section 15.7 - Special Declarant Rights

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

### Section 15.8 - Consent of Holders of Security Interests

Amendments are subject to the consent requirements of Article XVIII.

## ARTICLE XVI Amendments to Bylaws

### Section 16.1 – General

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

### Section 16.2 – Bylaw Rejection and Ratification

Within 30 days after the Executive Board adopts an amendment to the Bylaws, it shall provide a copy of the amendment to the Unit Owners and shall set a date for a meeting of the Unit Owners not less than fourteen nor more than thirty days after the mailing of the notice. If, at that meeting, a majority of all Unit Owners vote to reject the amendment, the amendment shall not take effect, otherwise, the amendment shall be deemed to be ratified, whether or not a quorum is present and the amendment shall be recorded in accordance with the provisions of this Article.

### Section 16.3 – Execution of Amendments

Amendments to the Bylaws required to be recorded by the Association, which have been adopted in accordance with this Declaration, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

### Section 16.4 – Recordation of Amendments

Every amendment to the Bylaws shall be recorded on the land records of every town in which any portion of the Common Interest Community is located and is effective only on

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recording. An amendment shall be indexed in the grantor's index and the grantee's index in the name of the Common Interest Community and the Association. The Bylaws are not a part of the Declaration and are not to be considered to be title documents. The recorded Bylaws shall not be considered a muniment of title, an additional encumbrance, or a covenant affecting land, but they shall be a personal obligation of the Home Site Owners and occupants.

### Section 16.5 – Limitation of Challenges

No action to challenge the validity of an amendment to the Bylaws adopted by the Executive Board pursuant to this Article may be brought more than one year after the amendment is recorded.

## ARTICLE XVII Termination

### Section 17.1 – Termination

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

## ARTICLE XVIII Mortgagee Protection

### Section 18.1 – Introduction

This Article establishes certain standards and covenants, which are for the benefit of the holders, insurers, and guarantors of certain Security Interests, and others as identified in this Article XVIII. This Article is supplemental to, and not in substitution for, any other provisions of the documents, but in the case of conflict, this Article will control.

**Section 18.2 - Percentage of Eligible Mortgagees**

Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it will mean the approval or consent by Eligible Mortgagees holding Security Interests on Home Sites which in the aggregate have allocated to them such specified percentage of the Votes when compared to the total Votes allocated to all Home Sites then subject to Security Interests held by Eligible Mortgagees.

**Section 18.3 - Notice of Actions**

The Association will give timely written notice by registered or certified mail, return receipt requested, to each Eligible Mortgagee and Eligible Insurer, and each Home Site Owner hereby consents to and authorizes such notice of the following, provided that the Eligible Mortgagee sends a written request for such information to the Association, stating its name and address and the Home Site number or address of the Home Site on which it holds a Security Interest: or Eligible Insurance Interest.

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- (a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Home Site in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;
- (b) Any 60 day delinquency in the payment of Common Expense Assessments owed by an owner whose Home Site is subject to a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer that remains uncured for a period of 60 days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action that would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.4, which notice shall be sent by registered or certified mail, return receipt requested;
- (e) Any judgment rendered against the Association.

**Section 18.4 - Consent Required**

- (a) **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 Home Site Owners described in this Subsection 18.4(a) may be effected without the Vote of at least 67% of the Home Site Owners (or any greater Home Site Owner Vote required in the Declaration or the Act) unless such rights are reserved to the Declarant as Special Declarant Rights in the Instruments and until approved in writing by at least 51% of the Votes of the Home Site estates that are subject to Security Interests held by the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by the Declaration). A change to any of the provisions governing the following subject areas would be considered material:
  - (i) Voting rights;
  - (ii) Increases in Assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens, or subordination of assessment liens;
  - (iii) Reductions in reserves for maintenance, repair, and replacement of Common Elements;
  - (iv) Responsibility for maintenance and repairs;

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- (v) Reallocation of interest in the Common Elements or Limited Common Elements (except that when Limited Common Elements are reallocated by agreement between Home Site Owners, only those Home Site Owners and only the Eligible Mortgagees holding a Security Interest on such Home Sites must approve such action);
  - (vi) Redefinitions of boundaries of Home Sites (except that when boundaries of only adjoining Home Sites are involved, or a Home Site is being subdivided, then only those Home Site Owners and the Eligible Mortgagees holding Security Interests in such Home Site or Home Sites must approve such action);
  - (vii) Convertibility of Home Sites into Common Elements or Common Elements into Home Sites;
  - (viii) Expansion or contraction of the Common Interest Community or the addition, annexation, or withdrawal of property to or from the Common Interest Community;
  - (ix) Hazard or fidelity insurance requirements;
  - (x) Imposition of restrictions on leasing of Home Sites;
  - (xi) Imposition of restrictions on a Home Site Owner's right to sell or transfer his or her Home Site;
  - (xii) A decision by the Association of a project that consists of 50 or more Home Sites to establish self-management if professional management had been required previously by the project's documents or by an Eligible Mortgagee or Eligible Guarantor;
  - (xiii) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;
  - (xiv) Any action to terminate the legal status of the Common Interest Community after destruction or condemnation occurs; or
  - (xv) Any provisions that expressly benefit mortgage holders, insurers or guarantors.
- (b) **Actions.** Notwithstanding any lower requirement permitted by the Declaration or the Act, the Association may not take any of the following actions, other than rights reserved to the Declarant as Special Declarant Rights, without the approval of at least 51% of the Eligible Mortgagees of Home Sites that are subject to mortgages of the Eligible Mortgagees or such higher percentage as set forth herein:

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- (i) The conveyance or encumbrance of the Common Elements or any portion thereof, as to which an 80% Eligible Mortgagee approval is required. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the benefit of the Common Interest Community shall not be deemed a conveyance or encumbrance within the meaning of this clause;
- (ii) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- (iii) The restoration or repair of the Property after hazard damage or a partial condemnation in a manner other than that specified in the Documents;
- (iv) The termination of the Common Interest Community, as to which a 67% Eligible Mortgagee approval is required;

- (v) The alteration of any partition or creation of any aperture between adjoining Home Sites when Home Site boundaries are not otherwise being affected, in which case only the owners of Home Sites affected and Eligible Mortgagees of those Home Sites need approve the action;
  - (vi) The merger of this Common Interest Community with any other common interest community;
  - (vii) The granting of any easements, leases, licenses and concessions through or over the Common Elements excluding, however, any utility easements serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one year;
  - (viii) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and
  - (ix) Any action taken not to repair or replace the Property.
- (c) The Association may not change the period for collection of regularly budgeted Common Expense Assessments to other than monthly without the consent of all Eligible Mortgagees. The Association can accept prepayment of Common Expense Assessments, and may, in its discretion, authorize discounts for such prepayment.
  - (d) The Association may provide notice, including the text of the proposed action, by certified or registered mail, return receipt requested, by courier, return receipt requested if such receipt is required by the addressee, or by electronic mail by which receipt and the name of the addressee within the Mortgagee institution limited to those persons to which such notice may be sent, can be determined to

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be an Eligible Mortgagee. Failure to respond within thirty (30) days of receipt of notice of the action shall be deemed consent given under this subsection.

#### Section 18.5 - Development Rights

No Development Rights may be exercised or voluntarily abandoned or terminated by the Declarant unless all Persons holding Security Interests in the Development Rights consent to the exercise, abandonment, or termination amendment.

#### Section 18.6 - Inspection of Books

The Association must maintain current copies of the Declaration, Bylaws, Rules, books, records, and financial statements. The Association will permit any Eligible Mortgagee, Eligible Insurer, or other first mortgagees of Home Sites to inspect the books and records of the Association during normal business hours.

#### Section 18.7 - Financial Statements

The Association will provide any Eligible Mortgagee or each Eligible Insurer that submits a written request with an annual financial statement within 90 days following the end of each fiscal year of the Association or such later time as made available from the auditor. Such financial statement will be audited by an independent certified public accountant if:

- (a) the Common Interest Community contains 50 or more Home Sites, in which case the cost of the audit shall be a Common Expense; or
- (b) any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer will bear the cost of the audit.

#### Section 18.8 - Enforcement

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

**Section 18.9 - Attendance at Meetings**

Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Home Site Owner may attend.

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**ARTICLE XIX****Assessment and Collection of Common Expenses****Section 19.1 - Apportionment of Common Expenses**

Except as provided in Sections 19.2, and 19.3 and the Act, all Common Expenses shall be assessed against all the Home Sites in accordance with their percentage interest in the Common Expenses, as shown on Schedule A-2.

**Section 19.2 - Common Expenses Attributable to Fewer than all Home Sites**

- (a) Any Common Expense associated with the Maintenance, Repair or Replacement of a Limited Common Element shall be assessed against the Home Sites to which that Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one Home Site, the Common Expenses attributable to the Limited Common Element will be assessed equally among the Home Sites to which it is assigned (or any other proportion if required).
- (b) Any Common Expense associated with the Maintenance, Repair or Replacement of a Home Site shall be assessed against that Home Site.
- (c) Any Common Expense or portion thereof imposed on the Association, benefiting fewer than all the Home Sites shall be assessed exclusively against the Home Sites benefited.
- (d) Any Common Expense for services provided by the Association to an individual Home Site at the request of the Home Site Owner will be assessed against the Home Site which benefits from such service.
- (e) Any insurance premium increase attributable to a particular Home Site, by virtue of additional risk caused by activities in or construction of the Home Site, will be assessed against that Home Site.
- (f) Assessments to pay a judgment against the Association may be made only against the Home Sites in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense Liabilities.
- (g) If any Common Expense is caused by the misconduct of any Home Site owner, the Association may, after notice and hearing, assess that expense exclusively against his or her Home Site.
- (h) Fees, charges, late charges, fines, interest, and costs charged against a Home Site Owner pursuant to the Instruments and the Act are enforceable as Common Expense Assessments.

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- (j) In any action brought by the Association to foreclose a lien against a Home Site because of unpaid Common Expense Assessments, the Home Site Owner shall be required to pay a reasonable rental for the use of his or her Home Site, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the rent and all costs incurred in the collection of rental funds, the rent to accrue from the date that the foreclosure decree becomes final until the plaintiff in such foreclosure action regains possession from the Home Site Owner. The costs of the receiver shall be an additional Common Expense Assessment assessed against the affected Home Site.
- (j) If a sales or service tax is imposed on assessments against fewer than all the Home Sites because they are not owner-occupied or otherwise, such tax shall be collected as an additional Common Expense Assessment exclusively from such Home Sites against whom such imposition is levied.
- (k) Portions of the cost of Repairing or Replacing Home Sites allocated to individual Home Sites under the provisions of Subsection 23.2(b) shall be assessed against the Home Site or Home Sites to which they are allocated.
- (l) Any fees resulting from the transfer of an interest in a Home Site due to the Association under the provisions of Subsection 10.3(d) of this Declaration.

#### Section 19.3 - Lien

- (a) The Association has a statutory lien on a Home Site for any assessment levied against that Home Site or fines imposed against its Home Site Owner from the time the assessment or fine becomes delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Act are enforceable as assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A lien under this section is prior to all other liens and encumbrances on a Home Site except (1) liens and encumbrances recorded before the recordation of the declaration, (2) a first or second security interest on the Home Site recorded before the date on which the assessment sought to be enforced became delinquent, and (3) liens for real property taxes and other governmental assessments or charges against the Home Site. The lien is also prior to all security interests described in subdivision (2) of this subsection to the extent of the common expense assessments based on the periodic budget adopted by the Association pursuant to Section 19.4 of this Article which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce either the Association's lien or a security interest described in subdivision (2) of this subsection. This subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association.
- (c) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this section is required.
- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two years after the full amount of the assessments becomes due; provided, that if an owner of a Home Site subject to a lien under this section files a petition for relief under the Home Sited 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 proceedings under Section 362 of the Bankruptcy Code is lifted.
- (e) This section does not prohibit actions to recover sums for which subsection (a) of this section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.



- (f) A judgment or decree in any action brought under this section shall include costs and reasonable attorney's fees for the prevailing party.
- (g) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (h) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Home Site Owner pursuant to section 52-504 of the Connecticut General Statutes to collect all sums alleged to be due from that Home Site owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense Assessments based on a periodic budget adopted by the Association pursuant to Section 19.4 of this Declaration.
- (i) If a holder of a first or second Security Interest on a Home Site forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Home Site which became due before the sale, other than the assessments which are prior to that security interest under Subsection 19.3(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Home Site Owners, including the purchaser.
- (j) Any payments received by the Association in the discharge of a Home Site Owner's obligation may be applied to the oldest balance due.

#### **Section 19.4 - Budget Adoption and Ratification**

Within thirty days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to all the Home Site Owners, and shall set a date for a meeting of the Home Site Owners to consider ratification of

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the budget not less than fourteen nor more than thirty days after mailing of the summary. Unless at that meeting a Majority of Home Site 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 Home Site owners shall be continued until such time as the Home Site owners ratify a subsequent budget proposed by the Executive Board.

#### **Section 19.5 - Ratification of Nonbudgeted Assessments**

If the Executive Board votes to levy a Common Expense Assessment not included in the annual operating budget ratified pursuant to Section 19.4 and not included in the amounts to be assessed under Section 47-257(c), (d), and (e) of the Act, in an amount greater than 15% of the current annual operating budget, the Executive Board will submit the special assessment to the Home Site Owners for ratification. The special assessment will be ratified in the same manner that a budget is ratified as described in Section 19.4.

#### **Section 19.6 - Certificate of Payment of Common Expense Assessments**

The Association on written request shall furnish to a Home Site Owner a statement in recordable form setting forth the amount of unpaid assessments against the Home Site. 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 Home Site Owner.

#### **Section 19.7 - Monthly Payment of Common Expense Assessments**

All Common Expense Assessments assessed under Sections 19.1 and 19.2 will be due and payable monthly unless the resolution adopting the assessment provides for some other schedule of payment.

#### **Section 19.8 - Acceleration of Common Expense Assessments**

In the event of default for a period of 10 days by any Home Site Owner in the property of Common Expense Assessment levied against his Home Site, the Executive Board will have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable; and to reverse such a declaration.

**Section 19.9 - Commencement of Common Expense Assessments**

Common Expense Assessments will begin on the first day of the month in which conveyance of the first Home Site to a Home Site Owner other than the Declarant occurs. Until that time all Common Expenses will be paid by the Declarant.

**Section 19.10 - Personal Liability of Home Site Owners**

The owner of a Home Site 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 will not pass to a successor in title to the Home Site unless he agrees to assume the obligation.

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**Section 19.11 - No Waiver of Liability for Common Expenses**

No Home Site owner may exempt himself or herself 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 Home Site against which the assessments are made.

**ARTICLE XX****Right to Assign Future Income****Section 20.1 - Right to Assign Future Income**

Upon an affirmative Majority Vote of the Home Site Owners in attendance at a meeting at which a quorum is present, the Association may assign its future income, including its right to receive Common Expense Assessments and its lien for security thereof.

**ARTICLE XXI****Persons and Home Sites Subject to Instruments****Section 21.1 - Compliance with Instruments**

All Home Site Owners, tenants, mortgagees, and occupants of Home Sites will comply with the Instruments. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the occupancy of a Home Site constitutes agreement that the provisions of the Instruments are accepted and ratified by such Home Site Owner, tenant, mortgagee, or occupant, and all such provisions are covenants running with the land and will bind any Persons having at any time any interest or estate in such Home Site.

**Section 21.2 - Adoption of Rules**

To the extent permitted by law, the Executive Board may adopt Rules regarding the use and occupancy of Common Elements and of Home Sites which affect the use and enjoyment of Common Elements, Limited Common Elements, and the activities of occupants, subject to Notice and Comment.

**Section 21.3 - Rejection or Ratification of Rules**

Within 30 days after the Executive Board adopts an amendment to the Rules, it shall provide a copy of the amendment to the Unit Owners and shall set a date for a meeting of the Unit Owners not less than fourteen nor more than thirty days after the mailing of the notice. If, at that meeting, a majority of all Unit Owners vote to reject the amendment, the amendment shall not take effect, otherwise, the amendment shall be deemed to be ratified, whether or not a quorum is present and the amendment shall be recorded in accordance with the provisions of this Article.

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**Section 21.4 – Recordation of Rules**

Every Rule and every amendment to any Rule shall be recorded on the land records of every town in which any portion of the Common Interest Community is located and is effective only on recording. A Rule or an amendment to a Rule shall be indexed in the grantor's and in the grantee's index in the name of the Common Interest Community and the Association. Such recorded Rules shall not be considered a muniment of title, an additional encumbrance, or a covenant affecting land, but it shall be a personal obligation of the Home Site Owners and occupants.

**Section 21.5 – Limitation of Challenges**

No action to challenge the validity of a Rule or an amendment to a Rule adopted by the Executive Board pursuant to this Article may be brought more than one year after the amendment is recorded.

**Section 21.6 – Abatement and Enjoinment of Violations by Home Site Owners**

The violation of any the Rules and regulations adopted by the Executive Board, or the breach of any provision of the Instruments shall give the Executive Board the right, after Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

- (a) To enter the Home Site in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Home Site Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist therein) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the Instruments, and the Executive Board shall not thereby be deemed liable for any manner of trespass; or
- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

**Section 21.7 – Suspension of Privileges for Non-Payment or Breach**

- (a) If a Home Site Owner fails to pay any Common Expense assessment, the Executive Board, after Notice and Hearing, may suspend the right of the Home Site Owner and all occupants of the Home Site to use any portion of the Common Elements until such assessment is paid.
- (b) If a Home Site Owner or occupant of the Home Site breaches any provision of the Instruments, the Executive Board, after Notice and Hearing, may suspend the right of the Home Site Owner and all occupants of the Home Site to use any portion of the Common Elements for a period not to exceed the longer of thirty days or until the breach is cured.

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- (c) The suspension of the right to use the Common Elements under this Section:
  - (i) Shall not apply to any Limited Common Element appurtenant to the Home Site, any Common Element necessary to provide access from the Home Site to a public street or highway, or any use of a Common Element necessary for the health and safety of the Home Site Owner or occupant;
  - (ii) Shall not take effect until ten days after the Executive Board notifies the Home Site Owner of its decision to suspend the use of the Common Elements; and
  - (iii) Shall not apply to the Declarant in the exercise of any Special Declarant Right.

## ARTICLE XXII Insurance

### Section 22.1 - Coverage

To the extent reasonably available, the Executive Board will obtain and maintain insurance coverage as set forth in Sections 22.2, 22.3, and 22.4 of this Article. If such insurance is not reasonably available and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board will cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Home Site Owners and Eligible Mortgagees at their respective last known addresses.

### Section 22.2 - Property Insurance

Property insurance will be maintained covering: (i) the project facilities (which term means all buildings on the Property, including the Home Sites and all buildings on the Home Sites, and all fixtures and equipment, whether part of a Home Site or a Common Element, but excluding any Improvements and betterments installed by Home Site Owners and personal property of Home Site Owners), and also excluding land, excavations, portions of foundations, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies, and (ii) all personal property owned by the Association.

- (a) Amounts. The Association shall maintain insurance in the following amounts: i) the project facilities for an amount equal to 100% of their replacement cost at the time the insurance is purchased and at each renewal date and (ii) personal property owned by the Association for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing the replacement cost of the project facilities and the actual cash value of the personal property; the cost of such appraisals will be a Common Expense.

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- (b) Risks Insured Against. The insurance will afford protection against "all risks" of direct physical loss commonly insured against.
- (c) Other Provisions. Insurance policies required by this Section will provide that:
- (i) the insurer waives its rights to subrogation under the policy against any Home Site Owner or member of his or her household;
  - (ii) no act or omission by any Home Site Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;
  - (iii) if, at the time of a loss under the policy, there is other insurance in the name of a Home Site Owner covering the same risk covered by the policy, the Association's policy provides primary insurance;
  - (iv) loss shall be adjusted with the Association;
  - (v) insurance proceeds will be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Home Site Owner and such Home Site Owner's mortgagee;
  - (vi) the insurer may not cancel or refuse to renew the policy until thirty days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Home Site Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses;
  - (vii) the name of the insured will be substantially as follows: "Hunter's Chase at Litchfield Association, Inc. for the use and benefit of the individual owners."

(d) Deductibles. The deductible may not exceed the higher of:

- (i) \$10,000, adjusted from January 1, 2000 in accordance with the provisions of Section 47-213 of the Act; or
- (ii) one percent of the replacement cost of the project facilities.

**Section 22.3 - Liability Insurance**

Liability insurance, including medical insurance, will be maintained in an amount determined by the Executive Board, but in no event less than \$1,000,000, covering all

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occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements.

(a) Other Provisions. Insurance policies carried pursuant to this Section will provide that:

- (i) each Home Site 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 Home Site Owner or member of his or her household;
- (iii) no act or omission by any Home Site 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) the insurer may not cancel or refuse to renew the policy until thirty days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Home Site Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

**Section 22.4 - Fidelity Insurance**

The Association shall maintain fidelity insurance 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 insurance will name the Association as obligee and will cover the maximum funds that will be in the custody of the Association or its Manager at any time while the insurance is in force, and in no event less than the sum of three months' assessments plus reserve funds. The insurance will include a provision that requires thirty (30) days' written notice to the Association, to each mortgagee of a Home Site, and to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Home Site before the insurance can be canceled or substantially modified for any reason; however, if cancellation is for non-payment of premium, only 10 days' notice will be required.

**Section 22.5 - Home Site Owner Policies**

- (a) Other Insurance. An insurance policy issued to the Association does not prevent a Home Site Owner from obtaining insurance for his or her own benefit.
- (b) Notice to Home Site Owners. At least once in each calendar year, the Association shall give notice to each Home Site Owner of the need to obtain individual coverage for repair costs that may be allocated against his or her Home Site under the provisions of Subsection 23.2(b) of the Declaration. However, the failure of the Association to furnish such notice shall not create any liability on the part of

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the Association or prevent it in any way from making the allocations provided for in that Subsection.

#### **Section 22.6 - Workers' Compensation Insurance**

The Executive Board will obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

#### **Section 22.7 - Directors' and Officers' Liability Insurance**

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

#### **Section 22.8 - Other Insurance**

The Association may carry any other insurance that the Executive Board considers appropriate to protect the Association or the Home Site Owners.

#### **Section 22.9 - Premiums**

Insurance premiums will be a Common Expense.

### **ARTICLE XXIII**

#### **Damage to or Destruction of Property**

#### **Section 23.1 - Duty to Restore**

Any portion of the Common Interest Community for which insurance is required under Section 47-255 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association unless:

- (a) the Common Interest Community is terminated;
- (b) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or
- (c) 80% of the Home Site Owners, including every owner of a Home Site or assigned limited common element that will not be rebuilt, vote not to rebuild.

#### **Section 23.2 - Cost**

- (a) Except as provided in Subsection 23.2(b), the cost of repair or replacement in excess of insurance proceeds shall be a Common Expense assessed against all Home Sites under Section 19.1.

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- (b) The cost of repair or replacement of Damage or Destruction in excess of insurance proceeds resulting from a deductible in the property insurance coverage which does not exceed the limits set out in Subsection 22.2(d) or so much of the deductible that does not exceed that limit, shall be allocated as follows:

- (i) If the repair or replacement is entirely to the Common Elements, the excess shall be a Common Expense assessed against all Home Sites under Section 19.1.
- (ii) If the repair or replacement is entirely to a single Home Site, the excess shall be assessed against the affected Home Site only, under Subsection 19.2(k).

- (iii) If the repair or replacement is to two or more Home Sites or to one or more Home Sites and the Common Elements, the excess shall be prorated among the affected Home Site or Home Sites and Common Elements as the case may be in the same proportion as the total cost of repair or replacement to each of the affected Home Sites and Common Elements bears to the total cost of the repair or replacement to all of the affected Home Sites and Common Elements. In calculating this proration, the Association may rely on itemized bills or reports from the contractor or contractors making the repairs or on estimates prepared by an adjuster or construction estimator engaged by the company issuing the property insurance coverage required under Section 22.2 or engaged by the Association. The portion of the excess allocated to an affected Home Site under this Subsection 23.2(b)(iii) shall be assessed against the Home Site under Subsection 19.2(k). The portion of the excess allocated to the Common Elements shall be assessed against all Home Sites under Section 19.1.

### Section 23.3 - Plans for Repair and Restoration

The Property must be repaired and restored in accordance with either the plans and specifications used in the original construction of the affected portions of the Property or other plans and specifications that have been approved by the Executive Board, a Majority of the Home Site Owners, and 51% of Eligible Mortgagees.

### Section 23.4 - Replacement of Less than Entire Property

If the entire Common Interest Community is not repaired or replaced:

- (a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community;
- (b) except to the extent that other persons will be distributees, (i) the insurance proceeds attributable to Home Sites and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Home Sites and the owners of the Home Sites to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear, and (ii) the remainder of the proceeds shall be distributed to all the Home Site Owners or lien holders, as their interests may appear, in proportion to the Common Expense Liabilities of all the Home Sites;
- (c) If the Home Site Owners vote not to rebuild any Home Site, that Home Site's Allocated Interests are automatically reallocated on the Vote as if the Home Site had been condemned under subsection (a) of section 47-206 of the Act, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

### Section 23.5 - Insurance Proceeds

The insurance trustee, or if there is no insurance trustee, then the Association, will hold any insurance proceeds in trust for the Association, Home Site Owners, and lien holders as their interests may appear. Subject to the provisions of Section 23.1, the proceeds will be disbursed first for the repair or restoration of the Damaged Property. The Association, Home Site Owners, and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

### Section 23.6 - Certificates by the Executive Board

A trustee, if one is appointed under the provisions of Subsection 22.2(c)(v), may rely on the following certifications in writing made by the Executive Board:

- (a) Whether or not damaged or destroyed Property is to be repaired or restored;
- (b) The amount 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.



**Section 23.7 - Certificates by Attorneys**

If payments are to be made to Home Site Owners or mortgagees, the Executive Board and the trustee, if any, will 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 or towns in which the Common Interest Community is located from the date of the recording of the original Declaration stating the names of the Home Site Owners and the mortgagees.

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**ARTICLE XXIV****Rights to Notice and Comment; Notice and Hearing****Section 24.1 - Right to Notice and Comment**

Before the Executive Board amends the Bylaws or the Rules, as otherwise required by the Instruments and at any other time the Executive Board determines, the Home Site 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 will be given to each Home Site Owner in writing and will be delivered personally or by mail to all Home Site Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication that is routinely circulated to all Home Site Owners. The notice will be given not less than five days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Home Site Owner to be heard at a formally constituted meeting.

**Section 24.2 - Right to Notice and Hearing**

Whenever the Instruments require that an action be taken after "Notice and Hearing," the following procedure will be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the Manager, etc.) will give written notice of the proposed action to all Home Site Owners or occupants of Home Sites whose interest would be significantly affected by the proposed action. The notice will include a general statement of the proposed action and the date, time, and place of the hearing. At the hearing, the affected Person will 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 will be duly considered in making the decision but will not be binding. The affected Person will be notified of the decision in the same manner in which notice of the hearing was given.

**Section 24.3 - Appeals**

Any Person having a right to Notice and Hearing will 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 days after being notified of the decision. The Executive Board will conduct a hearing within 30 days, giving the same notice and observing the same procedures as were required for the original meeting.

**ARTICLE XXV  
Executive Board****Section 25.1 - Minutes of Executive Board Meetings**

The Executive Board will permit any Home Site Owner to inspect the minutes of any Executive Board meeting during normal business hours. The minutes will be available for inspection, in draft or final form, within 15 days after any such meeting.

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**Section 25.2 - Powers and Duties**

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

- (a) Except as provided in subsection (b) of this section, and subject to the provisions of the Declaration, the Executive Board may:
  - (i) Adopt and amend bylaws and rules and regulations;
  - (ii) Adopt and amend budgets for revenues, expenditures and reserves and determine Common Expenses;
  - (iii) Collect assessments for Common Expenses from Home Site Owners;
  - (iv) Hire and discharge managing agents;
  - (v) Hire and discharge other employees, agents, other than managing agents, and independent contractors;
  - (vi) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Home Site Owners on matters affecting the Common Interest Community;
  - (vii) Make contracts and incur liabilities;
  - (viii) Regulate the use, Maintenance, Repair, Replacement and modification of Common Elements;
  - (ix) Cause additional improvements to be made as a part of the Common Elements;
  - (x) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to section 47-254 of the Act;
  - (xi) Grant easements, including permanent easements and leases, licenses and concessions for no more than one year through or over the Common Elements;
  - (xii) Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in subsections (2) and (4) of section 47-221 of the Act, and for services provided to Home Site Owners;
  - (xiii) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, Rules and Regulations of the Association;
  - (xiv) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by Section 47-270 of the Act or statements of unpaid assessments;
  - (xv) Provide for the indemnification of its officers and Directors, and maintain Directors' and officers' liability insurance;
  - (xvi) Assign the Association's right to future income, including the right to receive Common Expense Assessments, subject to the provisions of Article XX of the Declaration;

- (xvii) Exercise any other powers conferred by the Declaration or Bylaws;
- (xviii) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (xix) Exercise any other powers necessary and proper for the governance and operation of the Association;
- (xx) Require, by regulation, that disputes between the Executive Board and Home Site Owners or between two or more Home Site Owners regarding the Common Interest Community must be submitted to nonbinding alternative dispute resolution in the manner described in the regulation as a prerequisite to commencement of a judicial proceeding;
- (xxi) By resolution, establish committees, permanent and standing, to perform any functions above as specifically delegated in the resolution establishing the committee, and also, by resolution, to dissolve committees. Any committee must maintain and publish notice of its actions to Home Site Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Home Site Owner within 45 days of publication of such notice, and such committee action must be ratified, modified, or rejected by the Executive Board at its next regular meeting; and

(b) Unless otherwise permitted by the Declaration or the Act, the Executive Board may adopt Rules that affect the use or occupancy of Home Sites only to:

- (i) Prevent any use of a Home Site that violates the Declaration;

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- (ii) Regulate any occupancy of a Home Site which violates the Declaration or adversely affects the use and enjoyment of other Home Sites or the Common Elements by other Home Site Owners; or
- (iii) Restrict the leasing of residential Home Sites to the extent 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 restrictions 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. Such notice shall be indexed in the grantor index of such land records in the name of the Association.

Except as provided above, the Association may not regulate any use or occupancy of Home Sites.

(c) If a tenant of a Home Site Owner violates the Declaration, Bylaws, or Rules, in addition to exercising any of its powers against the Home Site Owner, the Association may:

- (i) Exercise directly against the tenant the powers described in subdivision (xiii) of Subsection (a) of this Section;
- (ii) After giving notice to the tenant and the Home Site owner and an opportunity to be heard, levy reasonable fines against the tenant or Home Site owner, or both, for the violation; and
- (iii) Enforce any other rights against the tenant for the violation which the Home Site 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.

- (d) The rights granted under subdivision (iii) of Subsection (c) of this Section may only be exercised if the tenant or Home Site Owner fails to cure the violation within ten days after the Association notifies the tenant and Home Site Owner of that violation.
- (e) Unless a lease otherwise provides, this section does not:
  - (i) Affect rights that the Home Site Owner has to enforce the lease or that the Association has under other law; or
  - (ii) Permit the Association to enforce a lease to which it is not a party except to the extent that there is a violation of the Declaration, Bylaws, or Rules.

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### Section 25.3 - Executive Board Limitations

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

## ARTICLE XXVI Open Meetings

### Section 26.1 - Access

All meetings of the Executive Board, at which action is to be taken by vote at such meeting, will be open to the Home Site Owners, except as hereafter provided. At such meetings, no persons other than Association staff, Directors, and consultants may be permitted to speak without consent of the Executive Board, the chair, or pursuant to agenda provisions calling for such participation.

### Section 26.2 - Notice

Notice of every such meeting will be given not less than 24 hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the Common Interest Community, except that such notice will not be required if an emergency situation requires that the meeting be held without delay. Failure to provide such notice will not invalidate the business of the meeting. Notwithstanding the above, the Executive Board may severally or collectively consent in writing to any action taken or to be taken by the corporation, and such action shall be as valid a corporate action as though it had been authorized at a duly noticed meeting of the Executive Board. The secretary shall file such consents with the minutes of the Executive Board.

### Section 26.3 - Executive Sessions

Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Home Site Owners, in either of the following situations only:

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

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**Section 26.4 - Meetings of Committees and Subcommittees**

Committees and subcommittees may meet without notice and need not be open.

**Section 26.5 - Electronic Distribution**

The minutes of Executive Board meetings, as described in Section 25.1, and the notices of Executive Board meetings, as described in Section 26.2 shall also be made available to all Home Site Owners by posting on the internet and, if practical, by email to those Home Site Owners furnishing an email address to the Association.

**ARTICLE XXVII**  
**Miscellaneous**

**Section 27.1 - Captions**

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

**Section 27.2 - Gender**

The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Instruments so require.

**Section 27.3 - Waiver**

No provision contained in the Instruments is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

**Section 27.4 - Invalidity**

The invalidity of any provision of the Instruments does not impair or affect in any manner the validity, enforceability, or effect of the remainder, and in such event, all of the other provisions of the Instruments will continue in full force and effect.

**Section 27.5 - Conflict**

The Instruments are intended to comply with the requirements of the Act and Chapter 602 of the Connecticut General Statutes. In the event of any conflict between the Instruments and the provisions of the statutes, the provisions of the statutes will control. In the event of any conflict between this Declaration and any other Instrument, this Declaration will control.

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**Section 27.6 - Execution of Documents**

The president or secretary of the Association is responsible for preparing, executing, filing, and recording amendments to the Instruments.

**Section 27.7 - No Certificate of Completion**

No Certificate of Completion, as described in Subsection 47-220(b) of the Act, is included with this Declaration or any amendment adding units, because the units in this Common Interest Community are Home Sites which are neither contained in nor comprised of buildings and, therefore, under Subsection 47-220(b), no Certificate of Completion is required.

In Witness Whereof, the Declarant has caused the Declaration to be executed on October 19, 2005.

Signed, Sealed and Delivered  
in the Presence of:

BND 1, LLC

Angela K. Smith  
Angela K. Smith

By Joseph A. Novella, Jr.  
Co-Managing Member

Michael R. Kautman  
Michael R. Kautman

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD }

ss:

The foregoing Instrument was acknowledged before me this 19<sup>th</sup> day of October, 2005, by Joseph A. Novella, Jr. Co-Managing Member of BND 1, LLC, a Connecticut limited liability company, on behalf of the company.

*Michael P. Kelly*  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires \_\_\_\_\_

Connecticut and English-Speaking Jurisdictions: Every Temporary License Holder Must Carry a Declaration Book With Him

## DECLARATION

## HUNTER'S CHASE AT LITCHFIELD

## SCHEDULE A-1

## DESCRIPTION OF LAND SUBMITTED TO DECLARATION

Said parcel being described on a certain map entitled, "Schedule A-1 to Declaration Hunter's Chase at Litchfield Litchfield & Torrington, Connecticut BND 1, LLC Declarant NEW ENGLAND LAND SURVEYING, P.C. ROBIN COMMONS-118 COAL PIT HILL RD. DANBURY, CT. ROBERT M. BENNISON, L.S. # 12964 Scale: 1"=40'. Area: 76.999 Ac. Zone: R-6/RMF160 Date: September 29, 2005 Job No.997 997A3", Sheets 1 of 6 through 6 of 6, as follows:

Beginning at a point on the northerly highway line of Clark Road, which point marks the southwesterly corner of the herein described parcel and the southeasterly corner of land now or formerly Sheldon & Susan E. Frome, thence running northerly and westerly directions along the property of land now or formerly Sheldon & Susan E. Frome the following courses and distances: N. 23-39-02 W. 83.09', N. 14-54-26 W. 51.66', N. 01-28-08 E. 128.55' and N. 87-22-07 W. 152.06' to a point, which point lies on the westerly property line of the herein described parcel, thence turning and running in a northerly direction along the westerly property line of the herein described parcel and the easterly property line of land now or formerly of Jeanne A. Aprile, now or formerly of Walter J. Hermann, now or formerly of Doris R. Murray, now or formerly of Joseph A. & Judith A. Stella, now or formerly of Joseph W. & Jean Gutowski, now or formerly of Clifford J. & Karen A. Foell, now or formerly of Thomas J. Kennedy, now or formerly of Santo A. & Ruth D. Vincenzi, now or formerly of Robert C. Ostrander & Alida L. Dahlain, now or formerly of George O. & Edith D. Thibault, now or formerly of Irene Panschenko, now or formerly of Russ W. & Denise Longley, now or formerly of Gabriel M. & Maria V. Benet, now or formerly of Jeremy Blanchard & Heather L. Pytko, now or formerly of Ellen C. Empolli, now or formerly of Barbara G. Peacock, now or formerly of Salvatore & Cynthia Perugini, now or formerly of Joan Marchetti, now or formerly of John J. Kisel, Jr. & Kathleen Kisel, now or formerly of Julia A. Savino and now or formerly of Carl E. Hart, Jr. the following courses and distances: N. 06-40-14 E. 101.61', N. 06-28-14 E. 235.86', N. 09-07-14 E. 41.75', N. 03-49-14 E. 102.91', N. 06-47-44 E. 46.99', N. 06-42-44 E. 55.18', N. 08-51-44 E. 108.63', N. 02-15-44 E. 147.45', N. 07-02-44 E. 200.90', N. 05-33-44 E. 156.20', N. 06-04-44 E. 333.33', N. 05-42-45 E. 100.14', N. 07-10-24 E. 100.00', N. 06-04-24 E. 100.00', N. 07-08-24 E. 100.2', N. 05-59-24 E. 423.22', N. 04-43-24 E. 120.54', N. 05-59-24 E. 50.17' and N. 07-58-24 E. 68.45' to a point on the southerly side of U. S. Route 202, which point marks the northwesterly corner of the herein described parcel and the northeasterly corner of land now or formerly of Carl E. Hart, Jr. thence turning and running in an easterly direction along the southerly street line of U.S. Route 202, the following course and distance: N. 77-45-43 E. 137.77' to a point on the southerly highway line of U. S. Route 202, which point marks the

northwesterly corner of land now or formerly of Heritage Land Preservation Trust, Inc. thence turning and running in a southerly southeasterly and easterly directions along the land now or formerly of Heritage Land Preservation Trust, Inc. and land now or formerly of 52 Peck Road Associates, LLC the following courses and distances: S. 21-20-28 W. 324.69', S. 47-25-32 E. 108.69', S. 49-13-32 E. 248.97', S. 86-14-32 E. 600.00', N. 85-46-58 E. 745.60' and N. 82-10-20 E. 109.98' to a point, which point marks the northeasterly corner of the herein described property, thence turning and running in a southerly direction along land now or formerly of the City of Torrington, now or formerly of Shane A. & Diana L. LaPierre, now or formerly of Kimberly McKechnie, now or formerly of Nancy Diogostine and now or formerly of James A. Dean and Noel Wahrek the following courses and distances: S. 02-14-46 W. 96.81', S. 37-13-00 W. 84.71', S. 00-56-30 W. 119.68', S. 04-52-30 E. 54.56', S. 25-57-30 E. 34.11', S. 40-10-30 E. 96.81', S. 18-43-30 E. 60.92', S. 16-08-54 E. 97.28', S. 20-23-22 E. 62.56', S. 11-13-55 E. 95.64' and S. 54-03-48 E. 128.97' to a point, which point marks the southeasterly corner of the herein described parcel and lies on the northerly highway line of Clark Road, thence turning in a southwesterly direction along the northerly highway line of Clark Road the following courses and distances: S. 02-33-05 W. 17.50' a curve to the right central angle 57-01-45 radius = 166.1' length = 165.83', S. 59-34-50 W. 268.90', S. 56-36-29 W. 319.79', S. 54-05-44 W. 308.64', S. 50-31-06 W. 566.19', S. 48-56-02 W. 494.73', S. 63-10-09 W. 192.75' and S. 61-27-14 W. 250.07' to the point or place of beginning, Said parcel contains 76.999 Ac.

## TOGETHER WITH:

1. The rights granted in that Sewer Line Easement given by Ellen C. Empoliti to Northwest Development Group recorded in Volume 243 at Page 1061 of the Litchfield Land Records.
2. Terms of a Notice of Special Exception dated February 1, 1990 and recorded in Book 478 at Page 665 of the Torrington Land Records.

## SUBJECT TO:

1. Taxes to the Town of Litchfield, including taxes resulting from any reassessment or reallocation from the creation of the Common Interest Community, which become due and payable after the date of the delivery of the Unit deed.
2. Possible taxes to the City of Torrington, including taxes resulting from any reassessment or reallocation from the creation of the Common Interest Community, which become due and payable after the date of the delivery of the Unit deed.
3. Sewer use charges as may be due and payable to the Water Pollution Control Authority of the Town of Litchfield.
4. Water use charges as may be due and payable to the Torrington Water Company.
5. Sewer use charges as may be due and payable to the Water Pollution Control Authority of the City of Torrington.

59. F:\MSW\WP\_DOCUMENTS\REFUSED 1, LLC\DOC Copy of Declaration Re: Taxes

6. Conservation Easement dated June 22, 2004 and recorded in Book 285 at Page 949 of the Litchfield Land Records and rerecorded in Book 291 at Page 664 of the Litchfield Land Records.
7. Notice of Special Exception dated February 1, 1990 and recorded in Book 470 at Page 665 of the Torrington Land Records.
8. Traffic Investigation Report dated December 16, 2003 and recorded in Book 283 at Page 443 of the Litchfield Land Records and recorded in Book 870 at Page 403 of the Torrington Land Records.
9. Conservation Easement dated June 22, 2004 and recorded in Book 285 at Page 949 of the Litchfield Land Records and in Book 902 at Page 1067 of the Torrington Land Records.
10. Certificate of Application Approval dated September 3, 2004 and recorded in Book 287 at Page 732 of the Litchfield Land Records.



11. Obligations as set forth in a sewer easement recorded October 15, 1998 and recorded in Book 243 at Page 1061 of the Litchfield Land Records.
12. Easements and rights of way in favor of The Hartford Electric Light Co. recorded in Book 66 at Page 461 and in Book 143 at Page 428 of the Torrington Land Records and in Book 87 at page 328 of the Litchfield Land Records.
13. Conservation Easement dated June 22, 2004 and recorded in Book 902 at Page 1067 of the Torrington Land Records.
14. Electric Distribution Easement from BND 1, LLC to The Connecticut Light and Power Company dated April 21, 2005 and recorded in Volume 293 at Page 835 of the Litchfield Land Records.
15. Easement Agreement between BND 1, LLC and HOCON Gas, Inc., recorded on the Litchfield Land Records.
16. Installation and Supply Agreement between BND 1, LLC and HOCON Gas, Inc., recorded on the Litchfield Land Records.
17. Notes, notations and easements as shown on the maps referred to in the above-described legal description and in the Survey described in Schedule A-3 to this Declaration.
18. Traffic Investigation Report dated October 18, 1989 and recorded in Volume 202 at Page 169 of the Litchfield Land Records and in Volume 465 at Page 1066 of the Torrington Land Records.

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## DECLARATION

## HUNTER'S CHASE AT LITCHFIELD

## SCHEDULE A-2

## TABLE OF INTERESTS

Developer's Home Site #	Home Site Address	Fractional Share of Common Expenses	Vote in the Affairs of the Association
1		1/3	1
2		1/3	1
3		1/3	1

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## DECLARATION

## HUNTER'S CHASE AT LITCHFIELD

## SCHEDULE A-3

## SURVEY

A certain map entitled, "Schedule A-3 to Declaration Hunter's Chase at Litchfield Litchfield & Torrington, Connecticut BND 1, LLC Declarant NEW ENGLAND LAND SURVEYING, P.C. ROBIN COMMONS-113 COAL PIT HILL RD.-DANBURY, CT. ROBERT M. BENNISON, L.S. # 12964 Scale: 1"=40' Area: 76.999 Ac. Zone: R-6/RMF160. Date: September 29, 2005 Job No. 997 997A3", sheets 1 of 6 through 6 of 6, recorded on the Litchfield and Torrington Land Records contemporaneously with the recording of the Declaration.

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Received for record October 24, 2005 at 11:27 A.M.

*Ernest J. Adams*  
Town Clerk

**AMENDMENT #1  
TO DECLARATION OF  
HUNTER'S CHASE AT LITCHFIELD  
LITCHFIELD, CONNECTICUT**

BND 1, LLC, a Connecticut limited liability company, with an office in Danbury, Connecticut, the Declarant of Hunter's Chase at Litchfield, acting pursuant to its development rights reserved in Section 8.1 of the Declaration of Hunter's Chase at Litchfield, hereby amends the Declaration:

The original Declaration of Hunter's Chase at Litchfield was dated October 19, 2005 and recorded in Volume 297 at Page 499 of the Litchfield Land Records, and the Declaration is also recorded in Volume 947 at Page 208 of the Torrington Land Records:

The Declaration is hereby further amended as follows:

- A. Section 5.1 is deleted and replaced with the following:

**Section 5.1 - Number of Home Sites**

The Common Interest Community contains 7 Home Sites. The Declarant reserves the right to create up to a total of 103 Home Sites.

- B. Schedule A-1 is deleted and the attached Schedule A-1 is substituted therefor.  
C. Schedule A-2 is deleted and the attached Schedule A-2 is substituted therefor.  
D. Schedule A-3 is modified as set forth on the attached Schedule A-3.

In Witness Whereof, the Declarant has caused this Amendment to be executed December 2, 2005.

Signed, Sealed and Delivered  
in the Presence of:

*Michael R. Kaufman*  
*Angela K. Smith*  
Angela K. Smith

BND 1, LLC

By

*Joseph A. Novella, Jr.*  
Joseph A. Novella, Jr.  
Co-Managing Member

STATE OF CONNECTICUT )

COUNTY OF FAIRFIELD )

The foregoing instrument was acknowledged before me on December 1, 2005 by Joseph A. Novella, Jr., co-managing member of BND 1, LLC, a Connecticut limited liability company on behalf of the limited liability company.

*Michael R. Kaufman*  
MICHAEL R. KAUFMAN  
Commissioner of the Superior Court  
Notary Public  
My commission expires \_\_\_\_\_

See Amendment #2 to Declaration, Vol. 299, pages 617 to 618. See Amendment #3 to Declaration, Vol. 300, pages 636 to 637. See Amendment #4 to Declaration, Vol. 300, pages 650 to 651.

## DECLARATION

## HUNTER'S CHASE AT LITCHFIELD

## REVISED SCHEDULE A-1

## ATTACHED TO AMENDMENT #1

## DESCRIPTION OF LAND SUBMITTED TO DECLARATION

Said parcel being described on a certain map entitled, "Schedule A-3 to Declaration Hunter's Chase at Litchfield Litchfield & Torrington, Connecticut BND 1, LLC Declarant NEW ENGLAND LAND SURVEYING, P.C. ROBIN COMMONS-118 COAL PIT HILL RD.-DANBURY, CT. ROBERT M. BENNISON, L.S. # 12964 Scale: 1"=40' Area: 76.999 Ac. Zone: R-6/RMF160 Date: September 29, 2005 Job No.997 997A3", sheets 1 of 6 through 6 of 6, as follows:

Beginning at a point on the northerly highway line of Clark Road, which point marks the southwesterly corner of the herein described parcel and the southeasterly corner of land now or formerly Sheldon & Susan E. Frome, thence running northerly and westerly directions along the property of land now or formerly Sheldon & Susan E. Frome the following courses and distances: N. 23-39-02 W. 83.09', N. 14-54-26 W. 51.66', N. 01-28-08 E. 128.55' and N. 87-22-07 W. 152.06' to a point, which point lies on the westerly property line of the herein described parcel, thence turning and running in a northerly direction along the westerly property line of the herein described parcel and the easterly property line of land now or formerly of Jeanne A. Aprile, now or formerly of Walter J. Hermann, now or formerly of Doris R. Murray, now or formerly of Joseph A. & Judith A. Stella, now or formerly of Joseph W. & Jean Gutowski, now or formerly of Clifford J. & Karen A. Foell, now or formerly of Thomas J. Kennedy, now or formerly of Santo A. & Ruth D. Vincenzi, now or formerly of Robert C. Ostrander & Alida L. Dahlain, now or formerly of George O. & Edith D. Thibault, now or formerly of Irene Pantschenko, now or formerly of Russ W. & Denee Longley, now or formerly of Gabriel M. & Maria V. Benet, now or formerly of Jeremy Blanchard & Heather L. Pytko, now or formerly of Ellen C. Empoliti, now or formerly of Barbara G. Peacock, now or formerly of Salvatore & Cynthia Perugini, now or formerly of Joan Marchetti, now or formerly of John J. Kisiel, Jr. & Kathleen Kisiel, now or formerly of Julia A. Savino and now or formerly of Carl E. Hart, Jr. the following courses and distances: N. 06-40-14 E. 101.61', N. 06-28-14 E. 235.86', N. 09-07-14 E. 41.75', N. 03-49-14 E. 102.91', N. 06-47-44 E. 46.99', N. 06-42-44 E. 55.18', N. 08-53-44 E. 108.63', N. 02-15-44 E. 147.45', N. 07-02-44 E. 200.90', N. 05-33-44 E. 156.20', N. 06-04-44 E. 333.33', N. 05-42-45 E. 100.14', N. 07-10-24 E. 100.00', N. 06-04-24 E. 100.00', N. 07-08-24 E. 100.2', N. 05-59-24 E. 423.22', N. 04-43-24 E. 120.54', N. 05-59-24 E. 50.17' and N. 07-58-24 E. 68.45' to a point on the southerly side of U. S. Route 202, which point marks the northwesterly corner of the herein described parcel and the northeasterly corner of land now or formerly of Carl E. Hart, Jr. thence turning and running in an easterly direction along the southerly

street line of U.S. Route 202, the following course and distance: N. 77-45-43 E. 137.77' to a point on the southerly highway line of U. S. Route 202, which point marks the northwesterly corner of land now or formerly of Heritage Land Preservation Trust, Inc. thence turning and running in a southerly southeasterly and easterly directions along the land now or formerly of Heritage Land Preservation Trust, Inc. and land now or formerly of 52 Peck Road Associates, LLC the following courses and distances: S. 21-20-28 W. 324.69', S. 47-25-32 E. 108.69', S. 49-13-32 E. 248.97', S. 86-14-32 E. 600.00', N. 85-46-58 E. 745.60' and N. 82-10-20 E. 109.98' to a point, which point marks the northeasterly corner of the herein described property, thence turning and running in a southerly direction along land now or formerly of the City of Torrington, now or formerly of Shane A. & Diana L. LaPierre, now or formerly of Kimberly McKechnie, now or formerly of Nancy Diogostine and now or formerly of James A. Dean and Noell Wabrek the following courses and distances: S. 02-14-46 W. 96.81', S. 37-13-00 W. 84.71', S. 00-56-30 W. 119.68', S. 04-52-30 E. 54.56', S. 25-57-30 E. 34.11', S. 40-10-30 E. 96.81', S. 18-43-30 E. 60.92', S. 16-08-54 E. 97.28', S. 20-23-22 E. 62.56', S. 11-13-55 E. 95.64' and S. 54-03-48 E. 128.97' to a point, which point marks the southeasterly corner of the herein described parcel and lies on the northerly highway line of Clark Road, thence turning in a southwesterly direction along the northerly highway line of Clark Road the following courses and distances: S. 02-33-05 W. 17.50' a curve to the right central angle 57-01-45 radius = 166.1' length = 165.83', S. 59-34-50 W. 268.90', S. 56-36-29 W. 319.79', S. 54-05-44 W. 308.64', S. 50-31-06 W. 566.19', S. 48-56-02 W. 494.73', S. 63-10-09 W. 192.75' and S. 61-27-14 W. 250.07' to the point or place of beginning. Said parcel contains 76.999 Ac.

## TOGETHER WITH:

The rights granted in that Sewer Line Easement given by Ellen C. Empoliti to Northwest Development Group recorded in Volume 243 at Page 1061 of the Litchfield Land Records.

## SUBJECT TO:

1. Taxes to the Town of Litchfield, including taxes resulting from any reassessment or reallocation from the creation of the Common Interest Community, which become due and payable after the date of the delivery of the Unit deed.
2. Possible taxes to the City of Torrington, including taxes resulting from any reassessment or reallocation from the creation of the Common Interest Community, which become due and payable after the date of the delivery of the Unit deed.
3. Sewer use charges as may be due and payable to the Water Pollution Control Authority of the Town of Litchfield.
4. Water use charges as may be due and payable to the Torrington Water Company.

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5. Sewer use charges as may be due and payable to the Water Pollution Control Authority of the City of Torrington.
6. Conservation Easement dated June 22, 2004 and recorded in Book 291 at Page 664 of the Litchfield Land Records.
7. Notice of Special Exception dated February 1, 1990 and recorded in Book 470 at Page 665 of the Torrington Land Records.
8. Traffic Investigation Report dated December 16, 2003 and recorded in Book 283 at Page 184 of the Litchfield Land Records and recorded in Book 870 at Page 403 of the Torrington Land Records.
9. Conservation Easement dated June 22, 2004 and recorded in Book 285 at Page 949 of the Litchfield Land Records and in Book 902 at Page 1067 of the Torrington Land Records..
10. Certificate of Application Approval dated September 3, 2004 and recorded in Book 287 at Page 732 of the Litchfield Land Records.
11. Obligations as set forth in a sewer easement recorded October 15, 1998 and recorded in Book 243 at Page 1061 of the Litchfield Land Records.
12. Easements and rights of way in favor of The Hartford Electric Light Co. recorded in Book 66 at Page 461 and in Book 143 at Page 428 of the Torrington Land Records and in Book 87 at page 328 of the Litchfield Land Records.
13. Conservation Easement dated June 22, 2004 and recorded in Book 902 at Page 1067 of the Torrington Land Records.
14. Electric Distribution Easement from BND 1, LLC to The Connecticut Light and Power Company dated April 21, 2005 and recorded in Volume 293 at Page 835 of the Litchfield Land Records.
15. Easement Agreement between BND 1, LLC and HOCON Gas, Inc., dated October 5, 2005 and recorded in Volume 295 at Page 486 of the Litchfield Land Records.
16. Installation and Supply Agreement between BND 1, LLC and HOCON Gas, Inc., dated October 5, 2005 and recorded in Volume 297 at Page 490 of the Litchfield Land Records.

17. Notes, notations and easements as shown on the maps referred to in the above-described legal description and in the Survey described in Schedule A-3 to this Declaration.
- 3
18. Traffic Investigation Report dated October 18, 1989 and recorded in Volume 202 at Page 169 of the Litchfield Land Records and in Volume 465 at Page 1066 of the Torrington Land Records.
19. Electric Distribution Easement to The Connecticut Light and Power Company dated April 21, 2005 and recorded in the Litchfield Land Records in Volume 293 at Page 837.
20. Certification of Adoption of Bylaws of Hunter's Chase at Litchfield Association, Inc. dated October 19, 2005 and recorded in Volume 297 at Page 548 of the Litchfield Land Records and in Volume 947 at Page 277 of the Torrington Land Records.
21. Certification of Adoption of Rules of Hunter's Chase at Litchfield Association, Inc. dated October 19, 2005 and recorded in Volume 297 at Page 561 of the Litchfield Land Records and in Volume 947 at Page 296 of the Torrington Land Records.

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**DECLARATION****HUNTER'S CHASE AT LITCHFIELD****SCHEDULE A-2****ATTACHED TO AMENDMENT #1****TABLE OF INTERESTS**

Developers Home Site #	Home Site Address	Fractional Share of Common Expenses	Vote in the Affairs of the Association
1	130 Hunter Drive	1/7	1
2	134 Hunter Drive	1/7	1
3	138 Hunter Drive	1/7	1
4	150 Hunter Drive	1/7	1
5	154 Hunter Drive	1/7	1
6	158 Hunter Drive	1/7	1
7	162 Hunter Drive	1/7	1

**DECLARATION****HUNTER'S CHASE AT LITCHFIELD****REVISED SCHEDULE A-3****ATTACHED TO AMENDMENT #1****SURVEY**

A certain map entitled, "Schedule A-3 to Declaration Hunter's Chase at Litchfield Litchfield & Torrington, Connecticut BND 1, LLC Declarant NEW ENGLAND LAND SURVEYING, P.C. ROBIN COMMONS-118 COAL PIT HILL RD.-DANBURY, CT. ROBERT M. BENNISON, L.S. # 12964 Scale: 1" = 40' Area: 76.999 Ac. Zone: R-6/RMF160 Date: September 29, 2005 Job No. 997 997A3", sheets 1 of 6 through 6 of 6, filed on the Litchfield and Torrington Land Records contemporaneously with the recording of the Declaration.

Sheets 1 of 6 and 2 of 6 of the above map as previously filed, have been replaced with sheets 1 of 6 and 2 of 6, Revisions NO. 1 DATE Nov, 28, 2005, filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #1.

Received for record December 2, 2005 at 1:01 P.M.

*Deputy* *Town Clerk*

**AMENDMENT #2  
TO DECLARATION OF  
HUNTER'S CHASE AT LITCHFIELD  
LITCHFIELD, CONNECTICUT**

BND 1, LLC, a Connecticut limited liability company, with an office in Danbury, Connecticut, the Declarant of Hunter's Chase at Litchfield, acting pursuant to its development rights reserved in Section 8.1 of the Declaration of Hunter's Chase at Litchfield, hereby amends the Declaration.

The original Declaration of Hunter's Chase at Litchfield was dated October 19, 2005 and recorded in Volume 297 at Page 498 of the Litchfield Land Records, and the Declaration is also recorded in Volume 947 at Page 208 of the Torrington Land Records:

Amendment #1 to the Declaration was dated December 2, 2005 and recorded in Volume 298 at Page 519 of the Litchfield land Records and Volume 952 at Page 966 of the Torrington Land Records.

The Declaration is hereby further amended as follows:

A. Section 5.1 is deleted and replaced with the following:

**Section 5.1 - Number of Home Sites**

The Common Interest Community contains 11 Home Sites. The Declarant reserves the right to create up to a total of 103 Home Sites.

B. Schedule A-2 is deleted and the attached Schedule A-2 is substituted therefor.

C. Schedule A-3 is modified as set forth on the attached Schedule A-3.

In Witness Whereof, the Declarant has caused this Amendment to be executed  
1-27, 2006.

Signed, Sealed and Delivered  
in the Presence of:

Janice Haessler  
Janice Haessler  
Jennifer L. Trowbridge

BND 1, LLC

By

Joseph A. Novella, Jr.  
Co-Managing Member

STATE OF CONNECTICUT )

COUNTY OF FAIRFIELD )

The foregoing instrument was acknowledged before me on Jan. 27<sup>th</sup>, 2006 by Joseph A. Novella, Jr., co-managing member of BND 1, LLC, a Connecticut limited liability company on behalf of the limited liability company.

Janice Haessler

Commissioner of the Superior Court

Notary Public

My commission expires 10/31/07

**JANICE HAESSLER**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES OCT. 31, 2007

DECLARATION OF HUNTER'S CHASE AT LITCHFIELD, CONNECTICUT, VOL 299, PG 617

**DECLARATION**  
**HUNTER'S CHASE AT LITCHFIELD**  
**SCHEDULE A-2**  
**ATTACHED TO AMENDMENT #2**  
**TABLE OF INTERESTS**

Developers Home Site #	Home Site Address	Fractional Share of Common Expenses	Vote in the Affairs of the Association
1	130 Hunter Drive	1/11	1
2	134 Hunter Drive	1/11	1
3	138 Hunter Drive	1/11	1
4	150 Hunter Drive	1/11	1
5	154 Hunter Drive	1/11	1
6	158 Hunter Drive	1/11	1
7	162 Hunter Drive	1/11	1
100	16 Haley Lane	1/11	1
101	12 Haley Lane	1/11	1
102	8 Haley Lane	1/11	1
103	4 Haley Lane	1/11	1

**DECLARATION**  
**HUNTER'S CHASE AT LITCHFIELD**  
**REVISED SCHEDULE A-3**  
**ATTACHED TO AMENDMENT #2**  
**SURVEY**

A certain map entitled, "Schedule A-3 to Declaration Hunter's Chase at Litchfield Litchfield & Torrington, Connecticut BND 1, LLC Declarant NEW ENGLAND LAND SURVEYING, P.C. ROBIN COMMONS-118 COAL PIT HILL RD.-DANBURY, CT. ROBERT M. BENNISON, L.S. # 12964 Scale: 1"=40' Area: 76.999 Ac. Zone: R-6/RMF160 Date: September 29, 2005 Job No.997 997A3", sheets 1 of 6 through 6 of 6, filed on the Litchfield and Torrington Land Records contemporaneously with the recording of the Declaration.

Sheet 2 of 6 of the above map as previously filed, has been replaced with sheet 2 of 6, "Revisions NO, 1 DATE Nov, 28, 2005" filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #1.

Sheet 1 of 6 of the above map as previously filed, has been replaced with sheet 1 of 6, Revisions NO, 2 DATE Jan. 20, 2006, filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #2.

Received for record January 30, 2006 at 2:31 P.M.

*Evelyn T. Gordon*  
 Town Clerk



**AMENDMENT #3  
TO DECLARATION OF  
HUNTER'S CHASE AT LITCHFIELD  
LITCHFIELD, CONNECTICUT**

BND 1, LLC, a Connecticut limited liability company, with an office in Danbury, Connecticut, the Declarant of Hunter's Chase at Litchfield, acting pursuant to its development rights reserved in Section 8.1 of the Declaration of Hunter's Chase at Litchfield, hereby amends the Declaration.

The original Declaration of Hunter's Chase at Litchfield was dated October 19, 2005 and recorded in Volume 297 at Page 498 of the Litchfield Land Records, and the Declaration is also recorded in Volume 947 at Page 208 of the Torrington Land Records:

Amendment #1 to the Declaration was dated December 2, 2005 and recorded in Volume 298 at Page 519 of the Litchfield Land Records and Volume 952 at Page 966 of the Torrington Land Records.

Amendment #2 to the Declaration was dated January 27, 2006 and recorded in Volume 299 at Page 617 of the Litchfield Land Records and Volume 958 at Page 933 of the Torrington Land Records.

The Declaration is hereby further amended as follows:

- A. Section 5.1 is deleted and replaced with the following:

**Section 5.1 - Number of Home Sites**

The Common Interest Community contains 15 Home Sites. The Declarant reserves the right to create up to a total of 103 Home Sites.

- B. Schedule A-2 is deleted and the attached Schedule A-2 is substituted therefor.  
C. Schedule A-3 is modified as set forth on the attached Schedule A-3.

In Witness Whereof, the Declarant has caused this Amendment to be executed  
March 29, 2006.

Signed, Sealed and Delivered  
in the Presence of:

*Michael R. Kaufman*  
*Angela K. Smith*

BND 1, LLC

By

*Joseph A. Novella, Jr.*  
Joseph A. Novella, Jr.  
Co-Managing Member

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STATE OF CONNECTICUT )  
 ) ss:  
COUNTY OF FAIRFIELD )

The foregoing instrument was acknowledged before me on March 29, 2006 by Joseph A. Novella, Jr., co-managing member of BND 1, LLC, a Connecticut limited liability company on behalf of the limited liability company.

*Michael R. Kaufman*  
MICHAEL R. KAUFMAN  
Commissioner of the Superior Court

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**DECLARATION**  
**HUNTER'S CHASE AT LITCHFIELD**  
**SCHEDULE A-2**  
**ATTACHED TO AMENDMENT #3**  
**TABLE OF INTERESTS**

Developers Home Site #	Home Site Address	Fractional Share of Common Expenses	Vote in the Affairs of the Association
1	130 Hunter Drive	1/15	1
2	134 Hunter Drive	1/15	1
3	138 Hunter Drive	1/15	1
4	150 Hunter Drive	1/15	1
5	154 Hunter Drive	1/15	1
6	158 Hunter Drive	1/15	1
7	162 Hunter Drive	1/15	1
16	230 Hunter Drive	1/15	1
19	250 Hunter Drive	1/15	1
22	262 Hunter Drive	1/15	1
27	290 Hunter Drive	1/15	1
100	16 Haley Lane	1/15	1
101	12 Haley Lane	1/15	1
102	8 Haley Lane	1/15	1
103	4 Haley Lane	1/15	1

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**DECLARATION**  
**HUNTER'S CHASE AT LITCHFIELD**  
**REVISED SCHEDULE A-3**  
**ATTACHED TO AMENDMENT #3**

**SURVEY**

A certain map entitled, "Schedule A-3 to Declaration Hunter's Chase at Litchfield Litchfield & Torrington, Connecticut BND 1, LLC Declarant NEW ENGLAND LAND SURVEYING, P.C. ROBIN COMMONS-118 COAL PIT HILL RD.-DANBURY, CT. ROBERT M. BENNISON, L.S. # 12964 Scale: 1"=40' Area: 76.999 Ac. Zone: R-6/RMF160 Date: September 29, 2005 Job No.997 997A3", sheets 1 of 6 through 6 of 6, filed on the Litchfield and Torrington Land Records contemporaneously with the recording of the Declaration.

Sheet 1 of 6 of the above map as previously filed, has been replaced with sheet 1 of 6, Revisions NO. 3 DATE Mar. 22, 2006, filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #3.

Sheet 2 of 6 of the above map as previously filed, has been replaced with sheet 2 of 6, "Revisions NO. 3 DATE Mar. 22, 2006" filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #3.

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Received for record March 30, 2006 at 9:30 A.M.

*Emily M. Anderson*  
Town Clerk

**AMENDMENT #4  
TO DECLARATION OF  
HUNTER'S CHASE AT LITCHFIELD  
LITCHFIELD, CONNECTICUT**

BND 1, LLC, a Connecticut limited liability company, with an office in Danbury, Connecticut, the Declarant of Hunter's Chase at Litchfield, acting pursuant to its development rights reserved in Section 8.1 of the Declaration of Hunter's Chase at Litchfield, hereby amends the Declaration.

The original Declaration of Hunter's Chase at Litchfield was dated October 19, 2005 and recorded in Volume 297 at Page 498 of the Litchfield Land Records, and the Declaration is also recorded in Volume 947 at Page 208 of the Torrington Land Records:

Amendment #1 to the Declaration was dated December 2, 2005 and recorded in Volume 298 at Page 519 of the Litchfield Land Records and Volume 952 at Page 966 of the Torrington Land Records.

Amendment #2 to the Declaration was dated January 27, 2006 and recorded in Volume 299 at Page 617 of the Litchfield Land Records and Volume 958 at Page 933 of the Torrington Land Records.

Amendment #3 to the Declaration was dated March 29, 2006 and recorded in Volume 300 at Page 636 of the Litchfield Land Records and Volume 964 at Page 1020 of the Torrington Land Records.

The Declaration is hereby further amended as follows:

A. Section 5.1 is deleted and replaced with the following:

**Section 5.1 - Number of Home Sites**

The Common Interest Community contains 17 Home Sites. The Declarant reserves the right to create up to a total of 103 Home Sites.

- B. Schedule A-1 is deleted and the attached Schedule A-1 is substituted therefor.
- C. Schedule A-2 is deleted and the attached Schedule A-2 is substituted therefor.
- D. Schedule A-3 is modified as set forth on the attached Schedule A-3.

In Witness Whereof, the Declarant has caused this Amendment to be executed this 28<sup>th</sup> day of June, 2006.

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Signed, Sealed and Delivered  
in the Presence of:

Janice C. Novella  
Janice C. Novella  
Angela K. Smith  
Angela K. Smith

BND 1, LLC

By

Joseph A. Novella, Jr.  
Joseph A. Novella, Jr.  
Co-Managing Member

STATE OF CONNECTICUT )  
 ) ss: Danbury  
COUNTY OF FAIRFIELD )

The foregoing instrument was acknowledged before me on June 28, 2006 by Joseph A. Novella, Jr., co-managing member of BND 1, LLC, a Connecticut limited liability company on behalf of the limited liability company.

Angela K. Smith  
Commissioner of the Superior Court  
Notary Public

**ANGELA K. SMITH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES APR. 30, 2011

C:\DOCUMENTS AND SETTINGS\ANGELA SMITH\LOCAL SETTINGS\TEMPORARY INTERNET FILES\OLKAF\AMENDMENT #4.DOC

## HUNTER'S CHASE AT LITCHFIELD

## REVISED SCHEDULE A-1

## ATTACHED TO AMENDMENT #4

## DESCRIPTION OF LAND SUBMITTED TO DECLARATION

Said parcel being described on a certain map entitled, "Schedule A-3 to Declaration Hunter's Chase at Litchfield Litchfield & Torrington, Connecticut BND 1, LLC Declarant NEW ENGLAND LAND SURVEYING, P.C. ROBIN COMMONS-118 COAL PIT HILL RD.-DANBURY, CT. ROBERT M. BENNISON, L.S. # 12964 Scale: 1"=40' Area: 76.999 Ac. Zone: R-6/RMF160 Date: September 29, 2005 Job No.997 997A3", sheets 1 of 6 through 6 of 6, as follows:

Beginning at a point on the northerly highway line of Clark Road, which point marks the southwesterly corner of the herein described parcel and the southeasterly corner of land now or formerly Sheldon & Susan E. Frome, thence running northerly and westerly directions along the property of land now or formerly Sheldon & Susan E. Frome the following courses and distances: N. 23-39-02 W. 83.09', N. 14-54-26 W. 51.66', N. 01-28-08 E. 128.55' and N. 87-22-07 W. 152.06' to a point, which point lies on the westerly property line of the herein described parcel, thence turning and running in a northerly direction along the westerly property line of the herein described parcel and the easterly property line of land now or formerly of Jeanne A. Aprile, now or formerly of Walter J. Hermann, now or formerly of Doris R. Murray, now or formerly of Joseph A. & Judith A. Stella, now or formerly of Joseph W. & Jean Gutowski, now or formerly of Clifford J. & Karen A. Foell, now or formerly of Thomas J. Kennedy, now or formerly of Santo A. & Ruth D. Vincenzi, now or formerly of Robert C. Ostrander & Alida L. Dahlain, now or formerly of George O. & Edith D. Thibault, now or formerly of Irene Panteschenko, now or formerly of Russ W. & Denae Longley, now or formerly of Gabriel M. & Maria V. Benet, now or formerly of Jeremy Blanchard & Heather L. Pytka, now or formerly of Ellen C. Empoliti, now or formerly of Barbara G. Peacock, now or formerly of Salvatore & Cynthia Perugini, now or formerly of Joan Marchetti, now or formerly of John J. Kisiel, Jr. & Kathleen Kisiel, now or formerly of Julia A. Savino and now or formerly of Carl E. Hart, Jr. the following courses and distances: N. 06-40-14 E. 101.61', N. 06-28-14 E. 235.86', N. 09-07-14 E. 41.75', N. 03-49-14 E. 102.91', N. 06-47-44 E. 46.99', N. 06-42-44 E. 55.18', N. 08-53-44 E. 108.63', N. 02-15-44 E. 147.45', N. 07-02-44 E. 200.90', N. 05-33-44 E. 156.20', N. 06-04-44 E. 333.33', N. 05-42-45 E. 100.14', N. 07-10-24 E. 100.00', N. 06-04-24 E. 100.00', N. 07-08-24 E. 100.2', N. 05-59-24 E. 423.22', N. 04-43-24 E. 120.54', N. 05-59-24 E. 50.17' and N. 07-58-24 E. 68.45' to a point on the southerly side of U. S. Route 202, which point marks the northwesterly corner of the herein described parcel and the northeasterly corner of land now or formerly of Carl E. Hart, Jr. thence turning and running in an easterly direction along the southerly

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street line of U.S. Route 202, the following course and distance: N. 77-45-43 E. 137.77' to a point on the southerly highway line of U. S. Route 202, which point marks the northwesterly corner of land now or formerly of Heritage Land Preservation Trust, Inc. thence turning and running in a southerly southeasterly and easterly directions along the land now or formerly of Heritage Land Preservation Trust, Inc. and land now or formerly of 52 Peck Road Associates, LLC the following courses and distances: S. 21-20-28 W. 324.69', S. 47-25-32 E. 108.69', S. 49-13-32 E. 248.97', S. 86-14-32 E. 600.00', N. 85-46-58 E. 745.60' and N. 82-10-20 E. 109.98' to a point, which point marks the northeasterly corner of the herein described property, thence turning and running in a southerly direction along land now or formerly of the City of Torrington, now or formerly of Shane A. & Dianna L. LaPierre, now or formerly of Kimberly McKechnie, now or formerly of Nancy Diogostine and now or formerly of James A. Dean and Noel Wabrek the following courses and distances: S. 02-14-46 W. 96.81', S. 37-13-00 W. 84.71', S. 00-56-30 W. 119.68', S. 04-52-30 E. 54.56', S. 25-57-30 E. 34.11', S. 40-10-30 E. 96.81', S. 18-43-30 E. 60.92', S. 16-08-54 E. 97.28', S. 20-23-22 E. 62.56', S. 11-13-55 E. 95.64' and S. 54-03-48 E. 128.97' to a point, which point marks the southeasterly corner of the herein described parcel and lies on the northerly highway line of Clark Road, thence turning in a southwesterly direction along the northerly highway line of Clark Road the following courses and distances: S. 02-33-05 W. 17.50' a curve to the right central angle 57-01-45 radius = 166.1' length = 165.83', S. 59-34-50 W. 268.90', S. 56-36-29 W. 319.79', S. 54-05-44 W. 308.64', S. 50-31-06 W. 566.19', S. 48-56-02 W. 494.73', S. 63-10-09 W. 192.75' and S. 61-27-14 W. 250.07' to the point or place of beginning. Said parcel contains 76.999 Ac.

## TOGETHER WITH:

The rights granted in that Sewer Line Easement given by Ellen C. Empoliti to Northwest Development Group recorded in Volume 243 at Page 1061 of the Litchfield Land Records.

## SUBJECT TO:

1. Taxes to the Town of Litchfield, including taxes resulting from any reassessment or reallocation from the creation of the Common Interest Community, which become due and payable after the date of the delivery of the Unit deed.
2. Possible taxes to the City of Torrington, including taxes resulting from any reassessment or reallocation from the creation of the Common Interest Community, which become due and payable after the date of the delivery of the Unit deed.
3. Sewer use charges as may be due and payable to the Water Pollution Control Authority of the Town of Litchfield.
4. Water use charges as may be due and payable to the Torrington Water Company.

5. Sewer use charges as may be due and payable to the Water Pollution Control Authority of the City of Torrington.
6. Conservation Easement dated June 22, 2004 and recorded in Book 291 at Page 664 of the Litchfield Land Records.
7. Notice of Special Exception dated February 1, 1990 and recorded in Book 470 at Page 665 of the Torrington Land Records.
8. Traffic Investigation Report dated December 16, 2003 and recorded in Book 283 at Page 184 of the Litchfield Land Records and recorded in Book 870 at Page 403 of the Torrington Land Records.
9. Conservation Easement dated June 22, 2004 and recorded in Book 285 at Page 949 of the Litchfield Land Records and in Book 902 at Page 1067 of the Torrington Land Records..
10. Certificate of Application Approval dated September 3, 2004 and recorded in Book 287 at Page 732 of the Litchfield Land Records.
11. Obligations as set forth in a sewer easement recorded October 15, 1998 and recorded in Book 243 at Page 1061 of the Litchfield Land Records.
12. Easements and rights of way in favor of The Hartford Electric Light Co. recorded in Book 66 at Page 461 and in Book 143 at Page 428 of the Torrington Land Records and in Book 87 at page 328 of the Litchfield Land Records.
13. Conservation Easement dated June 22, 2004 and recorded in Book 902 at Page 1067 of the Torrington Land Records.
14. Electric Distribution Easement from BND 1, LLC to The Connecticut Light and Power Company dated April 21, 2005 and recorded in Volume 293 at Page 835 of the Litchfield Land Records.
15. Easement Agreement between BND 1, LLC and HOCON Gas, Inc., dated October 5, 2005 and recorded in Volume 295 at Page 486 of the Litchfield Land Records.

16. Installation and Supply Agreement between BND 1, LLC and HOCON Gas, Inc., dated October 5, 2005 and recorded in Volume 297 at Page 490 of the Litchfield Land Records.
17. Notes, notations and easements as shown on the maps referred to in the above-described legal description and in the Survey described in Schedule A-3 to this Declaration.

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18. Traffic Investigation Report dated October 18, 1989 and recorded in Volume 202 at Page 169 of the Litchfield Land Records and in Volume 465 at Page 1066 of the Torrington Land Records.
19. Electric Distribution Easement to The Connecticut Light and Power Company dated April 21, 2005 and recorded in the Litchfield Land Records in Volume 293 at Page 837.
20. Certification of Adoption of Bylaws of Hunter's Chase at Litchfield Association, Inc. dated October 19, 2005 and recorded in Volume 297 at Page 548 of the Litchfield Land Records and in Volume 947 at Page 277 of the Torrington Land Records.
21. Certification of Adoption of Rules of Hunter's Chase at Litchfield Association, Inc. dated October 19, 2005 and recorded in Volume 297 at Page 561 of the Litchfield Land Records and in Volume 947 at Page 296 of the Torrington Land Records.
22. Matters shown on a certain map entitled "77.000± ACRES PREPARED FOR NORTHWEST DEVELOPMENT GROUP CLARK ROAD AND US ROUTE 202 LITCHFIELD, CONNECTICUT SCALE 1"=100' DECEMBER 15, 1986" prepared by Samuel P. Bertaccini, R.L.S. which map is on file in the office of the Litchfield Town Clerk as Map 29-38 and in the office of the Torrington Town clerk as Map No. 3688.

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**DECLARATION**  
**HUNTER'S CHASE AT LITCHFIELD**  
**SCHEDULE A-2**  
**ATTACHED TO AMENDMENT #4**  
**TABLE OF INTERESTS**

Developers Home Site #	Home Site Address	Fractional Share of Common Expenses	Vote in the Affairs of the Association
1	130 Hunter Drive	1/17	1
2	134 Hunter Drive	1/17	1
3	138 Hunter Drive	1/17	1
4	150 Hunter Drive	1/17	1
5	154 Hunter Drive	1/17	1
6	158 Hunter Drive	1/17	1
7	162 Hunter Drive	1/17	1
8	180 Hunter Drive	1/17	1
10	188 Hunter Drive	1/17	1
16	230 Hunter Drive	1/17	1
19	250 Hunter Drive	1/17	1
22	262 Hunter Drive	1/17	1
27	290 Hunter Drive	1/17	1
100	16 Haley Lane	1/17	1
101	12 Haley Lane	1/17	1
102	8 Haley Lane	1/17	1
103	4 Haley Lane	1/17	1

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**DECLARATION**  
**HUNTER'S CHASE AT LITCHFIELD**  
**REVISED SCHEDULE A-3**  
**ATTACHED TO AMENDMENT #4**  
**SURVEY**

A certain map entitled, "Schedule A-3 to Declaration Hunter's Chase at Litchfield Litchfield & Torrington, Connecticut BND 1, LLC Declarant NEW ENGLAND LAND SURVEYING, P.C. ROBIN COMMONS-118 COAL PIT HILL RD.-DANBURY, CT. ROBERT M. BENNISON, L.S. # 12964 Scale: 1"=40' Area: 76.999 Ac. Zone: R-6/RMF160 Date: September 29, 2005 Job No.997 997A3", sheets 1 of 6 through 6 of 6, filed on the Litchfield and Torrington Land Records contemporaneously with the recording of the Declaration.

Sheet 1 of 6 of the above map as previously filed, has been replaced with sheet 1 of 6, Revisions NO. 4 DATE May 31, 2006, filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #4.

Sheet 2 of 6 of the above map as previously filed, has been replaced with sheet 2 of 6, "Revisions NO. 4 DATE May 31, 2006" filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #4.

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Received for record June 29, 2006 at 2:46 P.M.

*Angela Smith*  
Town Clerk



**CERTIFICATE RELEASING AND DISCHARGING TAX LIEN**

The undersigned Tax Collector of **THE BOROUGH OF LITCHFIELD** in the County of

**LITCHFIELD**, State of Connecticut, hereby releases and discharges, because of the payment of the amount secured thereby, a tax lien in favor of the said **BOROUGH OF LITCHFIELD** upon certain real estate situated in said **BOROUGH OF LITCHFIELD** and in the Town of **LITCHFIELD** which tax lien is recorded in the name of **Eugene J & David R Fabbri**


in Volume 276 page 27 of the land records of said town. The amount so paid consists of \$112.29 tax and of all interest, fees and other legal accumulations thereon.

Dated at **LITCHFIELD**, Connecticut, on the 30th day of September, 2004.

  
Tax Collector

06-73  
2001

Received for record November 7, 2006 at 1:50 P.M.

  
Town Clerk

**AMENDMENT #5  
TO DECLARATION OF  
HUNTER'S CHASE AT LITCHFIELD  
LITCHFIELD, CONNECTICUT**

**BND 1, LLC**, a Connecticut limited liability company, with an office in Danbury, Connecticut, the Declarant of Hunter's Chase at Litchfield, acting pursuant to its development rights reserved in Section 8.1 of the Declaration of Hunter's Chase at Litchfield, hereby amends the Declaration.

The original Declaration of Hunter's Chase at Litchfield was dated October 19, 2005 and recorded in Volume 297 at Page 498 of the Litchfield Land Records, and the Declaration is also recorded in Volume 947 at Page 208 of the Torrington Land Records:

Amendment #1 to the Declaration was dated December 2, 2005 and recorded in Volume 298 at Page 519 of the Litchfield Land Records and Volume 952 at Page 966 of the Torrington Land Records.

Amendment #2 to the Declaration was dated January 27, 2006 and recorded in Volume 299 at Page 617 of the Litchfield Land Records and Volume 958 at Page 933 of the Torrington Land Records.

Amendment #3 to the Declaration was dated March 29, 2006 and recorded in Volume 300 at Page 636 of the Litchfield Land Records and Volume 964 at Page 1020 of the Torrington Land Records.

Amendment #4 to the Declaration was dated June 28, 2006 and recorded in Volume 302 at Page 590 of the Litchfield Land Records and Volume 976 at Page 781 of the Torrington Land Records.

The Declaration is hereby further amended as follows:

- A. Section 5.1 is deleted and replaced with the following:

**Section 5.1 - Number of Home Sites**

The Common Interest Community contains 19 Home Sites. The Declarant reserves the right to create up to a total of 103 Home Sites.

- B. Schedule A-2 is deleted and the attached Schedule A-2 is substituted therefor.  
C. Schedule A-3 is modified as set forth on the attached Schedule A-3.

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In Witness Whereof, the Declarant has caused this Amendment to be executed this 6<sup>th</sup> day of November, 2006.

Signed, Sealed and Delivered  
in the Presence of:

Jennifer L. Trowbridge  
Jennifer L. Trowbridge

Michael R. Kaufman  
MICHAEL R. KAUFMAN

BND 1, LLC

By

Joseph A. Novella, Jr.  
Co-Managing Member

STATE OF CONNECTICUT )  
) ss: Danbury  
COUNTY OF FAIRFIELD )

The foregoing instrument was acknowledged before me on November 6, 2006 by Joseph A. Novella, Jr., co-managing member of BND 1, LLC, a Connecticut limited liability company on behalf of the limited liability company.

Michael R. Kaufman  
MICHAEL R. KAUFMAN  
Commissioner of the Superior Court  
Notary Public  
My commission expires \_\_\_\_\_

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**DECLARATION****HUNTER'S CHASE AT LITCHFIELD****SCHEDULE A-2****ATTACHED TO AMENDMENT #5****TABLE OF INTERESTS**

Developers Home Site #	Home Site Address	Fractional Share of Common Expenses	Vote in the Affairs of the Association
1	130 Hunter Drive	1/19	1
2	134 Hunter Drive	1/19	1
3	138 Hunter Drive	1/19	1
4	150 Hunter Drive	1/19	1
5	154 Hunter Drive	1/19	1
6	158 Hunter Drive	1/19	1
7	162 Hunter Drive	1/19	1
8	180 Hunter Drive	1/19	1
9	184 Hunter Drive	1/19	1
10	188 Hunter Drive	1/19	1
11	192 Hunter Drive	1/19	1
16	230 Hunter Drive	1/19	1
19	250 Hunter Drive	1/19	1
22	262 Hunter Drive	1/19	1
27	290 Hunter Drive	1/19	1
100	16 Haley Lane	1/19	1
101	12 Haley Lane	1/19	1
102	8 Haley Lane	1/19	1
103	4 Haley Lane	1/19	1

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**DECLARATION****HUNTER'S CHASE AT LITCHFIELD****REVISED SCHEDULE A-3****ATTACHED TO AMENDMENT #5****SURVEY**

A certain map entitled, "Schedule A-3 to Declaration Hunter's Chase at Litchfield Litchfield & Torrington, Connecticut BND 1, LLC Declarant NEW ENGLAND LAND SURVEYING, P.C. ROBIN COMMONS-118 COAL PIT HILL RD.-DANBURY, CT. ROBERT M. BENNISON, L.S. # 12964 Scale: 1"=40' Area: 76.999 Ac. Zone: R-6/RMF160 Date: September 29, 2005 Job No.997 997A3", sheets 1 of 6 through 6 of 6, filed on the Litchfield and Torrington Land Records contemporaneously with the recording of the Declaration.

Sheet 1 of 6 of the above map as previously filed, has been replaced with sheet 1 of 6, Revisions NO. 5 DATE Oct. 30, 2006, filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #5.

Sheet 2 of 6 of the above map as previously filed, has been replaced with sheet 2 of 6, "Revisions NO. 5 DATE Oct. 30, 2006" filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #5.

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Received for record November 8, 2006 at 9:30 A.M.

*Twyla N. [Signature]*  
Town Clerk



## DECLARATION

## HUNTER'S CHASE AT LITCHFIELD

## REVISED SCHEDULE A-1

## ATTACHED TO AMENDMENT #6

## DESCRIPTION OF LAND SUBMITTED TO DECLARATION

Said parcel being described on a certain map entitled, "Schedule A-3 to Declaration Hunter's Chase at Litchfield Litchfield & Torrington, Connecticut BND 1, LLC Declarant NEW ENGLAND LAND SURVEYING, P.C. ROBIN COMMONS-118 COAL PIT HILL RD.-DANBURY, CT. ROBERT M. BENNISON, L.S. # 12964 Scale: 1"=40' Area: 76.999 Ac. Zone: R-6/RMF160 Date: September 29, 2005 Job No.997 997A3," sheets 1 of 6 through 6 of 6, as follows:

Beginning at a point on the northerly highway line of Clark Road, which point marks the southwesterly corner of the herein described parcel and the southeasterly corner of land now or formerly Sheldon & Susan E. Frome, thence running northerly and westerly directions along the property of land now or formerly Sheldon & Susan E. Frome the following courses and distances: N. 23-39-02 W. 83.09', N. 14-54-26 W. 51.66', N. 01-28-08 E. 128.55' and N. 87-22-07 W. 152.06' to a point, which point lies on the westerly property line of the herein described parcel, thence turning and running in a northerly direction along the westerly property line of the herein described parcel and the easterly property line of land now or formerly of Jeanne A. Aprile, now or formerly of Walter J. Hermann, now or formerly of Doris R. Murray, now or formerly of Joseph A. & Judith A. Stella, now or formerly of Joseph W. & Jean Gutowski, now or formerly of Clifford J. & Karen A. Foell, now or formerly of Thomas J. Kennedy, now or formerly of Santo A. & Ruth D. Vincenzi, now or formerly of Robert C. Ostrander & Alida L. Dahlain, now or formerly of George O. & Edith D. Thibault, now or formerly of Irene Pantschenko, now or formerly of Russ W. & Dennee Longley, now or formerly of Gabriel M. & Maria V. Benet, now or formerly of Jeremy Blanchard & Heather L. Pytko, now or formerly of Ellen C. Empoliti, now or formerly of Barbara G. Peacock, now or formerly of Salvatore & Cynthia Perugini, now or formerly of Joan Marchetti, now or formerly of John J. Kisiel, Jr. & Kathleen Kisiel, now or formerly of Julia A. Savino and now or formerly of Carl E. Hart, Jr. the following courses and distances: N. 06-40-14 E. 101.61', N. 06-28-14 E. 235.86', N. 09-07-14 E. 41.75', N. 03-49-14 E. 102.91', N. 06-47-44 E. 46.99', N. 06-42-44 E. 55.18', N. 08-53-44 E. 108.63', N. 02-15-44 E. 147.45', N. 07-02-44 E. 200.90', N. 05-33-44 E. 156.20', N. 06-04-44 E. 333.33', N. 05-42-45 E. 100.14', N. 07-10-24 E. 100.00', N. 06-04-24 E. 100.00', N. 07-08-24 E. 100.2', N. 05-59-24 E. 423.22', N. 04-43-24 E. 120.54', N. 05-59-24 E. 50.17' and N. 07-58-24 E. 68.45' to a point on the southerly side of U. S. Route 202, which point marks the northwesterly corner of the herein described parcel and the northeasterly corner of land now or formerly of Carl E. Hart, Jr. thence turning and running in an easterly direction along the southerly

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street line of U.S. Route 202, the following course and distance: N. 77-45-43 E. 137.77' to a point on the southerly highway line of U. S. Route 202, which point marks the northwesterly corner of land now or formerly of Heritage Land Preservation Trust, Inc. thence turning and running in a southerly southeasterly and easterly directions along the land now or formerly of Heritage Land Preservation Trust, Inc. and land now or formerly of 52 Peck Road Associates, LLC the following courses and distances: S. 21-20-28 W. 324.69', S. 47-25-32 E. 108.69', S. 49-13-32 E. 248.97', S. 86-14-32 E. 600.00', N. 85-46-58 E. 745.60' and N. 82-10-20 E. 109.98' to a point, which point marks the northeasterly corner of the herein described property, thence turning and running in a southerly direction along land now or formerly of the City of Torrington, now or formerly of Shane A. & Diana L. LaPierre, now or formerly of Kimberly McKechnie, now or formerly of Nancy Diogostine and now or formerly of James A. Dean and Noel Wabrek the following courses and distances: S. 02-14-46 W. 96.81', S. 37-13-00 W. 84.71', S. 00-56-30 W. 119.68', S. 04-52-30 E. 54.56', S. 25-57-30 E. 34.11', S. 40-10-30 E. 96.81', S. 18-43-30 E. 60.92', S. 16-08-54 E. 97.28', S. 20-23-22 E. 62.56', S. 11-13-55 E. 95.64' and S. 54-03-48 E. 128.97' to a point, which point marks the southeasterly corner of the herein described parcel and lies on the northerly highway line of Clark Road, thence turning in a southwesterly direction along the northerly highway line of Clark Road the following courses and distances: S. 02-33-05 W. 17.50' a curve to the right central angle 57-01-45 radius = 166.1' length = 165.83', S. 59-34-50 W. 268.90', S. 56-36-29 W. 319.79', S. 54-05-44 W. 308.64', S. 50-31-06 W. 566.19', S. 48-56-02 W. 494.73', S. 63-10-09 W. 192.75' and S. 61-27-14 W. 250.07' to the point or place of beginning. Said parcel contains 76.999 Acres.

## TOGETHER WITH:

The rights granted in that Sewer Line Easement given by Ellen C. Empoliti to Northwest Development Group recorded in Volume 243 at Page 1061 of the Litchfield Land Records.

## SUBJECT TO:

1. Taxes to the Town of Litchfield, including taxes resulting from any reassessment or reallocation from the creation of the Common Interest Community, which become due and payable after the date of the delivery of the Unit deed.
2. Possible taxes to the City of Torrington, including taxes resulting from any reassessment or reallocation from the creation of the Common Interest Community, which become due and payable after the date of the delivery of the Unit deed.
3. Sewer use charges as may be due and payable to the Water Pollution Control Authority of the Town of Litchfield.
4. Water use charges as may be due and payable to the Torrington Water Company.

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5. Sewer use charges as may be due and payable to the Water Pollution Control Authority of the City of Torrington.
6. Conservation Easement dated June 22, 2004 and recorded in Book 291 at Page 664 of the Litchfield Land Records.
7. Notice of Special Exception dated February 1, 1990 and recorded in Book 470 at Page 665 of the Torrington Land Records.
8. Traffic Investigation Report dated December 16, 2003 and recorded in Book 283 at Page 443 of the Litchfield Land Records and recorded in Book 870 at Page 403 of the Torrington Land Records.
9. Conservation Easement dated June 22, 2004 and recorded in Book 285 at Page 949 of the Litchfield Land Records and in Book 902 at Page 1067 of the Torrington Land Records.
10. Certificate of Application Approval dated September 3, 2004 and recorded in Book 287 at Page 732 of the Litchfield Land Records.
11. Obligations as set forth in a sewer easement recorded October 15, 1998 and recorded in Book 243 at Page 1061 of the Litchfield Land Records.
12. Easements and rights of way in favor of The Connecticut Power Company dated July 21, 1913 and recorded in Book 87 at Page 328 of the Litchfield Land Records and recorded in Volume 66 at Page 461 of the Torrington Land Records.
13. Easements and rights of way in favor of The Hartford Electric Light Co. recorded in Book 66 at Page 461 and in Book 143 at Page 428 of the Torrington Land Records and in Book 87 at page 328 of the Litchfield Land Records.
14. Conservation Easement dated June 22, 2004 and recorded in Book 902 at Page 1067 of the Torrington Land Records.
15. Electric Distribution Easement from BND 1, LLC to The Connecticut Light and Power Company dated April 21, 2005 and recorded in Volume 293 at Page 835 of the Litchfield Land Records.
16. Easement Agreement between BND 1, LLC and Hocon Gas, Inc., dated October 5, 2005 and recorded in Volume 295 at Page 486 of the Litchfield Land Records.

17. Installation and Supply Agreement between BND 1, LLC and Hocon Gas, Inc., dated October 5, 2005 and recorded in Volume 297 at Page 490 of the Litchfield Land Records.

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18. Notes, notations and easements as shown on the maps referred to in the above-described legal description and in the Survey described in Schedule A-3 to this Declaration.
19. State Traffic Commission Certificate No. 982 dated October 18, 1989 and recorded in Volume 202 at Page 169 of the Litchfield Land Records and in Volume 465 at Page 1066 of the Torrington Land Records.
19. Electric Distribution Easement to The Connecticut Light and Power Company dated April 21, 2005 and recorded in the Litchfield Land Records in Volume 293 at Page 837.
20. Certification of Adoption of Bylaws of Hunter's Chase at Litchfield Association, Inc. dated October 19, 2005 and recorded in Volume 297 at Page 548 of the Litchfield Land Records and in Volume 947 at Page 277 of the Torrington Land Records.
21. Certification of Adoption of Rules of Hunter's Chase at Litchfield Association, Inc. dated October 19, 2005 and recorded in Volume 297 at Page 561 of the Litchfield Land Records and in Volume 947 at Page 296 of the Torrington Land Records.
22. Matters shown on a certain map entitled, "77.000± ACRES PREPARED FOR NORTHWEST DEVELOPMENT GROUP CLARK ROAD AND US ROUTE 202 LITCHFIELD, CONNECTICUT SCALE 1"=100' DECEMBER 15, 1986" prepared by Samuel P. Bertaccini, R.L.S. which map is on file in the office of the Litchfield Town Clerk as Map 29-38 and in the office of the Torrington Town clerk as Map No. 3688.
23. Certificate of Variance issued by the City of Torrington, recorded on June 20, 2006 in Volume 975 at Page 689 of the Torrington Land Records.
24. Certification of Special Exception issued by the City of Torrington, recorded on October 19, 2006 in Volume 989 at Page 573 of the Torrington Land Records.

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**DECLARATION**  
**HUNTER'S CHASE AT LITCHFIELD**  
**SCHEDULE A-2**  
**ATTACHED TO AMENDMENT #6**  
**TABLE OF INTERESTS**

Developer's Home Site #	Home Site Address	Fractional Share of Common Expenses	Vote in the Affairs of the Association
1	130 Hunter Drive	1/25	1
2	134 Hunter Drive	1/25	1
3	138 Hunter Drive	1/25	1
4	150 Hunter Drive	1/25	1
5	154 Hunter Drive	1/25	1
6	158 Hunter Drive	1/25	1
7	162 Hunter Drive	1/25	1
8	180 Hunter Drive	1/25	1
9	184 Hunter Drive	1/25	1
10	188 Hunter Drive	1/25	1
11	192 Hunter Drive	1/25	1
12	200 Hunter Drive	1/25	1
13	204 Hunter Drive	1/25	1
14	208 Hunter Drive	1/25	1
15	212 Hunter Drive	1/25	1
16	230 Hunter Drive	1/25	1
17	234 Hunter Drive	1/25	1
18	238 Hunter Drive	1/25	1
19	250 Hunter Drive	1/25	1
22	262 Hunter Drive	1/25	1
27	290 Hunter Drive	1/25	1
100	16 Haley Lane	1/25	1
101	12 Haley Lane	1/25	1
102	8 Haley Lane	1/25	1
103	4 Haley Lane	1/25	1

**DECLARATION**  
**HUNTER'S CHASE AT LITCHFIELD**  
**REVISED SCHEDULE A-3**  
**ATTACHED TO AMENDMENT #6**  
**SURVEY.**

A certain map entitled, "Schedule A-3 to Declaration Hunter's Chase at Litchfield Litchfield & Torrington, Connecticut BND 1, LLC Declarant NEW ENGLAND LAND SURVEYING, P.C. ROBIN COMMONS-118 COAL PIT HILL RD.-DANBURY, CT. ROBERT M. BENNISON, L.S. # 12964 Scale: 1"=40' Area: 76.999 Ac. Zone: R-6/RMF160 Date: September 29, 2005 Job No. 997 997A3," sheets 1 of 6 through 6 of 6, filed on the Litchfield and Torrington Land Records contemporaneously with the recording of the Declaration.

Sheet 1 of 6 of the above map as previously filed, has been replaced with sheet 1 of 6, "Revisions NO. 6 DATE Mar. 23, 2007," filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #6.

Sheet 2 of 6 of the above map as previously filed, has been replaced with sheet 2 of 6, "Revisions NO. 6 DATE Mar. 23, 2007," filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #6.

Received for record April 11, 2007 at 11:01 A.M.

*Evelyn M. Anderson*  
 Town Clerk



**AMENDMENT #7  
TO DECLARATION OF  
HUNTER'S CHASE AT LITCHFIELD  
LITCHFIELD, CONNECTICUT**

BND 1, LLC, a Connecticut limited liability company, with an office in Danbury, Connecticut, the Declarant of Hunter's Chase at Litchfield, acting pursuant to its development rights reserved in Section 8.1 of the Declaration of Hunter's Chase at Litchfield, hereby amends the Declaration.

The original Declaration of Hunter's Chase at Litchfield was dated October 19, 2005 and recorded in Volume 297 at Page 498 of the Litchfield Land Records, and the Declaration is also recorded in Volume 947 at Page 208 of the Torrington Land Records.

Amendment #1 to the Declaration was dated December 2, 2005 and recorded in Volume 298 at Page 519 of the Litchfield Land Records and Volume 952 at Page 966 of the Torrington Land Records.

Amendment #2 to the Declaration was dated January 27, 2006 and recorded in Volume 299 at Page 617 of the Litchfield Land Records and Volume 958 at Page 933 of the Torrington Land Records.

Amendment #3 to the Declaration was dated March 29, 2006 and recorded in Volume 300 at Page 636 of the Litchfield Land Records and Volume 964 at Page 1020 of the Torrington Land Records.

Amendment #4 to the Declaration was dated June 28, 2006 and recorded in Volume 302 at Page 590 of the Litchfield Land Records and Volume 976 at Page 781 of the Torrington Land Records.

Amendment #5 to the Declaration was dated November 6, 2006 and recorded in Volume 305 at Page 128 of the Litchfield Land Records and Volume 992 at Page 78 of the Torrington Land Records.

Amendment #6 to the Declaration was dated April 10, 2007 and recorded in Volume 307 at Page 1060 of the Litchfield Land Records and Volume 1007 at Page 227 of the Torrington Land Records.

The Declaration is hereby further amended as follows.

- A. Section 5.1 is deleted and replaced with the following:

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**Section 5.1 - Number of Home Sites**

The Common Interest Community contains 28 Home Sites. The Declarant reserves the right to create up to a total of 103 Home Sites.

- B. Schedule A-2 is deleted and the attached Schedule A-2 is substituted therefor.  
C. Schedule A-3 is modified as set forth on the attached Schedule A-3.

In Witness Whereof, the Declarant has caused this Amendment to be executed this 27<sup>th</sup> day of June, 2007.

Signed, Sealed and Delivered  
in the Presence of:

Janice Haessler  
Janice Haessler

Michael R. Kaufman  
MICHAEL R. KAUFMAN


BND 1, LLC

By

Joseph A. Novak, Jr.  
Co-Managing Member

STATE OF CONNECTICUT)  
 ) ss: Danbury  
 COUNTY OF FAIRFIELD )

The foregoing instrument was acknowledged before me on June 27, 2007 by Joseph A. Novella, Jr., co-managing member of BND 1, LLC, a Connecticut limited liability company, on behalf of the limited liability company.

  
 MICHAEL R. KAUFMAN  
 Commissioner of the Superior Court

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## DECLARATION

## HUNTER'S CHASE AT LITCHFIELD

## SCHEDULE A-2

## ATTACHED TO AMENDMENT #7

## TABLE OF INTERESTS

Developer's Home Site #	Home Site Address	Fractional Share of Common Expenses	Vote in the Affairs of the Association
1	130 Hunter Drive	1/28	1
2	134 Hunter Drive	1/28	1
3	138 Hunter Drive	1/28	1
4	150 Hunter Drive	1/28	1
5	154 Hunter Drive	1/28	1
6	158 Hunter Drive	1/28	1
7	162 Hunter Drive	1/28	1
8	180 Hunter Drive	1/28	1
9	184 Hunter Drive	1/28	1
10	188 Hunter Drive	1/28	1
11	192 Hunter Drive	1/28	1
12	200 Hunter Drive	1/28	1
13	204 Hunter Drive	1/28	1
14	208 Hunter Drive	1/28	1
15	212 Hunter Drive	1/28	1
16	230 Hunter Drive	1/28	1
17	234 Hunter Drive	1/28	1
18	238 Hunter Drive	1/28	1
19	250 Hunter Drive	1/28	1
22	262 Hunter Drive	1/28	1
23	270 Hunter Drive	1/28	1
26	282 Hunter Drive	1/28	1
27	290 Hunter Drive	1/28	1
29	298 Hunter Drive	1/28	1
100	16 Haley Lane	1/28	1
101	12 Haley Lane	1/28	1
102	8 Haley Lane	1/28	1
103	4 Haley Lane	1/28	1

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**DECLARATION**  
**HUNTER'S CHASE AT LITCHFIELD**  
**REVISED SCHEDULE A-3**  
**ATTACHED TO AMENDMENT #7**

**SURVEY**

A certain map entitled, "Schedule A-3 to Declaration Hunter's Chase at Litchfield Litchfield & Torrington, Connecticut BND 1, LLC Declarant NEW ENGLAND LAND SURVEYING, P.C. ROBIN COMMONS-118 COAL PIT HILL RD.-DANBURY, CT. ROBERT M. BENNISON, L.S. # 12964 Scale: 1"=40' Area: 76.999 Ac. Zone: R-6/RMF160 Date: September 29, 2005 Job No. 997 997A3," sheets 1 of 6 through 6 of 6, filed on the Litchfield and Torrington Land Records contemporaneously with the recording of the Declaration.

Sheet 1 of 6 of the above map as previously filed, has been replaced with sheet 1 of 6, "Revisions NO. 7 DATE Jun. 25, 2007," filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #7.

Sheet 2 of 6 of the above map as previously filed, has been replaced with sheet 2 of 6, "Revisions NO. 7 DATE Jun. 25, 2007," filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #7.

Received for record June 28, 2007 at 10:15 A.M.

*Evelyn N. Riden*  
 Town Clerk

**CERTIFICATE CONTINUING TAX LIEN FOR NOT MORE THAN FIFTEEN YEARS**  
 (Regular)

The undersigned Tax Collector of **THE BOROUGH OF LITCHFIELD** in the County of **LITCHFIELD**, State of Connecticut, hereby continues for a period of not more than fifteen years from the date hereof a tax lien in favor of the said **Borough of Litchfield** upon certain Real Estate situated in said **BOROUGH** and in the Town of **LITCHFIELD** which Real Estate is described as follows:

MAP: 197

BLOCK: 47E

LOT: 030-1

The lien is to secure payment of a tax, THE PRINCIPAL OF WHICH AMOUNTS TO **\$83.79**

due to said **BOROUGH** with legal interest, fees and charges thereon, laid on the assessment list of **October 1, 2002**,

and appearing in the rate bill in the name **Donna Patrice Pwowski**

**15 Tannery Brook Road** THE PRINCIPAL of which tax becomes due on **AUGUST 1, 2006**.

This certificate is filed in accordance with the provisions of the law. By the recording of this lien the undersigned Tax Collector hereby gives his intention, if necessary to claim against the proceeds of fire insurance policies in accordance with the provisions of Sections 12-173 and 49-73a through 49-73i as revised.

Dated at **LITCHFIELD**, Conn., the **28th** day of **JUNE**, **2007**.

*Donald B. Shaw*  
 Tax Collector

Received for record June 28, 2007 at 11:30 A.M.

**AMENDMENT #8  
TO DECLARATION OF  
HUNTER'S CHASE AT LITCHFIELD  
LITCHFIELD, CONNECTICUT**

BND 1, LLC, a Connecticut limited liability company, with an office in Danbury, Connecticut, the Declarant of Hunter's Chase at Litchfield, acting pursuant to its development rights reserved in Section 8.1 of the Declaration of Hunter's Chase at Litchfield, hereby amends the Declaration.

The original Declaration of Hunter's Chase at Litchfield was dated October 19, 2005 and recorded in Volume 297 at Page 498 of the Litchfield Land Records, and the Declaration is also recorded in Volume 947 at Page 208 of the Torrington Land Records.

Amendment #1 to the Declaration was dated December 2, 2005 and recorded in Volume 298 at Page 519 of the Litchfield Land Records and Volume 952 at Page 966 of the Torrington Land Records.

Amendment #2 to the Declaration was dated January 27, 2006 and recorded in Volume 299 at Page 617 of the Litchfield Land Records and Volume 958 at Page 933 of the Torrington Land Records.

Amendment #3 to the Declaration was dated March 29, 2006 and recorded in Volume 300 at Page 636 of the Litchfield Land Records and Volume 964 at Page 1020 of the Torrington Land Records.

Amendment #4 to the Declaration was dated June 28, 2006 and recorded in Volume 302 at Page 590 of the Litchfield Land Records and Volume 976 at Page 781 of the Torrington Land Records.

Amendment #5 to the Declaration was dated November 6, 2006 and recorded in Volume 305 at Page 128 of the Litchfield Land Records and Volume 992 at Page 78 of the Torrington Land Records.

Amendment #6 to the Declaration was dated April 10, 2007 and recorded in Volume 307 at Page 1060 of the Litchfield Land Records and Volume 1007 at Page 227 of the Torrington Land Records.

Amendment #7 to the Declaration was dated June 27, 2007 and recorded in Volume 309 at Page 352 of the Litchfield Land Records and Volume 1016 at Page 690 of the Torrington Land Records.

The Declaration is hereby further amended as follows.

A. Section 5.1 is deleted and replaced with the following:

**Section 5.1 - Number of Home Sites**

The Common Interest Community contains 30 Home Sites. The Declarant reserves the right to create up to a total of 103 Home Sites.

B. Schedule A-2 is deleted and the attached Schedule A-2 is substituted therefor.

C. Schedule A-3 is modified as set forth on the attached Schedule A-3.

In Witness Whereof, the Declarant has caused this Amendment to be executed this 5<sup>th</sup> day of September, 2007.

Signed, Sealed and Delivered  
in the Presence of:

BND 1, LLC

Gail A. Musser  
Gail A. Musser  
Michael R. Kaufman

By

Joseph A. Novella, Jr.  
Joseph A. Novella, Jr.  
Co-Managing Member

MICHAEL R. KAUFMAN

STATE OF CONNECTICUT)

) ss: Danbury

COUNTY OF FAIRFIELD )

The foregoing instrument was acknowledged before me on September 5<sup>th</sup>, 2007 by Joseph A. Novella, Jr., co-managing member of BND 1, LLC, a Connecticut limited liability company, on behalf of the limited liability company.

Michael R. Kaufman  
MICHAEL R. KAUFMAN  
Commissioner of the Superior Court  
Notary Public  
My commission expires \_\_\_\_\_

**DECLARATION**  
**HUNTER'S CHASE AT LITCHFIELD**  
**SCHEDULE A-2**  
**ATTACHED TO AMENDMENT #8**

**TABLE OF INTERESTS**

Developer's Home Site #	Home Site Address	Fractional Share of Common Expenses	Vote in the Affairs of the Association
1	130 Hunter Drive	1/30	1
2	134 Hunter Drive	1/30	1
3	138 Hunter Drive	1/30	1
4	150 Hunter Drive	1/30	1
5	154 Hunter Drive	1/30	1
6	158 Hunter Drive	1/30	1
7	162 Hunter Drive	1/30	1
8	180 Hunter Drive	1/30	1
9	184 Hunter Drive	1/30	1
10	188 Hunter Drive	1/30	1
11	192 Hunter Drive	1/30	1
12	200 Hunter Drive	1/30	1
13	204 Hunter Drive	1/30	1
14	208 Hunter Drive	1/30	1
15	212 Hunter Drive	1/30	1
16	230 Hunter Drive	1/30	1
17	234 Hunter Drive	1/30	1
18	238 Hunter Drive	1/30	1
19	250 Hunter Drive	1/30	1
20	254 Hunter Drive	1/30	1
21	258 Hunter Drive	1/30	1
22	262 Hunter Drive	1/30	1
23	270 Hunter Drive	1/30	1
26	282 Hunter Drive	1/30	1
27	290 Hunter Drive	1/30	1
29	298 Hunter Drive	1/30	1
100	16 Haley Lane	1/30	1
101	12 Haley Lane	1/30	1
102	8 Haley Lane	1/30	1
103	4 Haley Lane	1/30	1

**DECLARATION**  
**HUNTER'S CHASE AT LITCHFIELD**  
**REVISED SCHEDULE A-3**  
**ATTACHED TO AMENDMENT #8**

**SURVEY**

A certain map entitled, "Schedule A-3 to Declaration Hunter's Chase at Litchfield Litchfield & Torrington, Connecticut BND 1, LLC Declarant NEW ENGLAND LAND SURVEYING, P.C. ROBIN COMMONS-118 COAL PIT HILL RD.-DANBURY, CT. ROBERT M. BENNISON, L.S. # 12964 Scale: 1"=40' Area: 76.999 Ac. Zone: R-6/RMF160 Date: September 29, 2005 Job No. 997 997A3," sheets 1 of 6 through 6 of 6, filed on the Litchfield and Torrington Land Records contemporaneously with the recording of the Declaration.

Sheet 1 of 6 of the above map as previously filed, has been replaced with sheet 1 of 6, "Revisions NO. 8 DATE Sept. 4, 2007," filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #8.

Sheet 2 of 6 of the above map as previously filed, has been replaced with sheet 2 of 6, "Revisions NO. 8 DATE Sept. 4, 2007," filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #8.

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Received for record September 7, 2007 at 10:59 A.M.

*Angela Smid*  
Town Clerk

**AMENDMENT #9  
TO DECLARATION OF  
HUNTER'S CHASE AT LITCHFIELD  
LITCHFIELD, CONNECTICUT**

BND 1, LLC, a Connecticut limited liability company, with an office in Danbury, Connecticut, the Declarant of Hunter's Chase at Litchfield, acting pursuant to its development rights reserved in Section 8.1 of the Declaration of Hunter's Chase at Litchfield, hereby amends the Declaration.

The original Declaration of Hunter's Chase at Litchfield was dated October 19, 2005 and recorded in Volume 297 at Page 498 of the Litchfield Land Records, and the Declaration is also recorded in Volume 947 at Page 208 of the Torrington Land Records.

Amendment #1 to the Declaration was dated December 2, 2005 and recorded in Volume 298 at Page 519 of the Litchfield Land Records and Volume 952 at Page 966 of the Torrington Land Records.

Amendment #2 to the Declaration was dated January 27, 2006 and recorded in Volume 299 at Page 617 of the Litchfield Land Records and Volume 958 at Page 933 of the Torrington Land Records.

Amendment #3 to the Declaration was dated March 29, 2006 and recorded in Volume 300 at Page 636 of the Litchfield Land Records and Volume 964 at Page 1020 of the Torrington Land Records.

Amendment #4 to the Declaration was dated June 28, 2006 and recorded in Volume 302 at Page 590 of the Litchfield Land Records and Volume 976 at Page 781 of the Torrington Land Records.

Amendment #5 to the Declaration was dated November 6, 2006 and recorded in Volume 305 at Page 128 of the Litchfield Land Records and Volume 992 at Page 78 of the Torrington Land Records.

Amendment #6 to the Declaration was dated April 10, 2007 and recorded in Volume 307 at Page 1060 of the Litchfield Land Records and Volume 1007 at Page 227 of the Torrington Land Records.

Amendment #7 to the Declaration was dated June 27, 2007 and recorded in Volume 309 at Page 352 of the Litchfield Land Records and Volume 1016 at Page 690 of the Torrington Land Records.



Amendment #8 to the Declaration was dated September 5, 2007 and recorded in Volume 310 at Page 777 of the Litchfield Land Records and Volume 1023 at Page 741 of the Torrington Land Records.

The Declaration is hereby further amended as follows.

A. Section 5.1 is deleted and replaced with the following:

**Section 5.1 - Number of Home Sites**

The Common Interest Community contains 33 Home Sites. The Declarant reserves the right to create up to a total of 103 Home Sites.

B. Schedule A-2 is deleted and the attached Schedule A-2 is substituted therefor.

C. Schedule A-3 is modified as set forth on the attached Schedule A-3.

In Witness Whereof, the Declarant has caused this Amendment to be executed this 10 day of June, 2008.

Signed, Sealed and Delivered  
in the Presence of:

BND 1, LLC

Janice Haessler  
Janice Haessler  
Jennifer L. Trowbridge  
Jennifer L. Trowbridge

By [Signature]  
Joseph A. Novella, Jr.  
Co-Managing Member

2

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STATE OF CONNECTICUT)  
                                  ) ss: Danbury  
COUNTY OF FAIRFIELD )

The foregoing instrument was acknowledged before me on June 10, 2008 by Joseph A. Novella, Jr., co-managing member of BND 1, LLC, a Connecticut limited liability company, on behalf of the limited liability company.

Janice C. Haessler  
Commissioner of the Superior Court  
Notary Public  
My commission expires \_\_\_\_\_

**JANICE C. HAESSLER**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES OCT. 31, 2012



3

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**DECLARATION**  
**HUNTER'S CHASE AT LITCHFIELD**  
**REVISED SCHEDULE A-3**  
**ATTACHED TO AMENDMENT #9**  
**SURVEY**

A certain map entitled, "Schedule A-3 to Declaration Hunter's Chase at Litchfield Litchfield & Torrington, Connecticut BND 1, LLC Declarant NEW ENGLAND LAND SURVEYING, P.C. ROBIN COMMONS-118 COAL PIT HILL RD.-DANBURY, CT. ROBERT M. BENNISON, L.S. # 12964 Scale: 1"=40' Area: 76.999 Ac. Zone: R-6/RMF160 Date: September 29, 2005 Job No. 997 997A3," sheets 1 of 6 through 6 of 6, filed on the Litchfield and Torrington Land Records contemporaneously with the recording of the Declaration.

Sheet 1 of 6 of the above map as previously filed, has been replaced with sheet 1 of 6, "Revisions NO. 9 DATE Apr. 4, 2008," filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #9.

Sheet 3 of 6 of the above map as previously filed, has been replaced with sheet 3 of 6, "Revisions NO. 4 DATE Apr. 4, 2008," filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #9.

A-3-1

FAMKSWP\_DOCSREAL\_ESTBND 1, LLC\Declaration Amendments\rev sched A3 (9th amend).doc

**DECLARATION**  
**HUNTER'S CHASE AT LITCHFIELD**  
**SCHEDULE A-2**  
**ATTACHED TO AMENDMENT #9**

**TABLE OF INTERESTS**

Developer's Home Site #	Home Site Address	Fractional Share of Common Expenses	Vote in the Affairs of the Association
1	130 Hunter Drive	1/33	1
2	134 Hunter Drive	1/33	1
3	138 Hunter Drive	1/33	1
4	150 Hunter Drive	1/33	1
5	154 Hunter Drive	1/33	1
6	158 Hunter Drive	1/33	1
7	162 Hunter Drive	1/33	1
8	180 Hunter Drive	1/33	1
9	184 Hunter Drive	1/33	1
10	188 Hunter Drive	1/33	1
11	192 Hunter Drive	1/33	1
12	200 Hunter Drive	1/33	1
13	204 Hunter Drive	1/33	1
14	208 Hunter Drive	1/33	1
15	212 Hunter Drive	1/33	1
16	230 Hunter Drive	1/33	1
17	234 Hunter Drive	1/33	1
18	238 Hunter Drive	1/33	1
19	250 Hunter Drive	1/33	1
20	254 Hunter Drive	1/33	1
21	258 Hunter Drive	1/33	1
22	262 Hunter Drive	1/33	1
23	270 Hunter Drive	1/33	1
26	282 Hunter Drive	1/33	1
27	290 Hunter Drive	1/33	1
29	298 Hunter Drive	1/33	1
43	390 Hunter Drive	1/33	1
44	394 Hunter Drive	1/33	1
45	398 Hunter Drive	1/33	1
100	16 Haley Lane	1/33	1
101	12 Haley Lane	1/33	1

A-2-1

F:\MKSWP\_DOCS\REAL\_EST\BND 1, LLC\Declaration Amendments\rev sched A2 (9th amend).doc

102	8 Haley Lane	1/33	1
103	4 Haley Lane	1/33	1

A-2-2

F:\MKSWP\_DOCS\REAL\_EST\BND 1, LLC\Declaration Amendments\rev sched A2 (9th amend).doc

Received for record June 11, 2008 at 3:16 P.M.

*Karla Rosee*  
Town Clerk

**AMENDMENT #10 TO DECLARATION OF HUNTER'S CHASE AT LITCHFIELD**

Springfield Dev., Inc., a Massachusetts corporation authorized to do business in the State of Connecticut, with its principal office at 145 Bank Street, Waterbury, CT, 06702, successor in interest to BND 1, LLC and the successor Declarant of Hunter's Chase at Litchfield, acting pursuant to its development rights reserved in Section 8.1 of the Declaration of Hunter's Chase at Litchfield, hereby amends the Declaration.

The original Declaration of Hunter's Chase at Litchfield was dated October 19, 2005 and recorded in Volume 297 at Page 498 of the Litchfield Land Records, and the Declaration is also recorded in Volume 947 at Page 208 of the Torrington Land Records.

Amendment #1 to the Declaration was dated December 2, 2005 and recorded in Volume 298 at Page 519 of the Litchfield Land Records and Volume 952 at Page 966 of the Torrington Land Records.

Amendment #2 to the Declaration was dated January 27, 2006 and recorded in Volume 299 at Page 617 of the Litchfield Land Records and Volume 958 at Page 933 of the Torrington Land Records.

Amendment #3 to the Declaration was dated March 29, 2006 and recorded in Volume 300 at Page 636 of the Litchfield Land Records and Volume 964 at Page 1020 of the Torrington Land Records.

Amendment #4 to the Declaration was dated June 28, 2006 and recorded in Volume 302 at Page 590 of the Litchfield Land Records and Volume 976 at Page 781 of the Torrington Land Records.

Amendment #5 to the Declaration was dated November 6, 2006 and recorded in Volume 305 at Page 128 of the Litchfield Land Records and Volume 992 at Page 78 of the Torrington Land Records.

Amendment #6 to the Declaration was dated April 10, 2007 and recorded in Volume 307 at Page 1060 of the Litchfield Land Records and Volume 1007 at Page 227 of the Torrington Land Records.

Amendment #7 to the Declaration was dated June 27, 2007 and recorded in Volume 309 at Page 352 of the Litchfield Land Records and Volume 1016 at Page 690 of the Torrington Land Records.

Amendment #8 to the Declaration was dated September 5<sup>th</sup>, 2007 and recorded in Volume 310 at Page 777 of the Litchfield Land Records and Volume 1023 at Page 741 of the Torrington Land Records.

Amendment #9 to the Declaration was dated June 10, 2008 and recorded in Volume 315 at Page 695 of the Litchfield Land Records and Volume 1043 at Page 900 of the Torrington Land Records.

The Declaration is hereby further amended as follows.

- A) Section 5.1 is deleted and replaced with the following:

**Section 5.1 - Number of Home Sites**

The Common Interest Community contains 34 Home Sites. The Declarant reserves the right to create up to a total of 103 Home Sites.

- B) Schedule A-2 is deleted and the attached Schedule A-2 is substituted therefor.  
C) Schedule A-3 is modified as set forth on the attached Schedule A-3.
-

In Witness Whereof, the Declarant has caused this Amendment to be executed this 3rd  
day of June, 2010.

Signed, Sealed and Delivered  
in the Presence of

Name: JAMES T. O'NEARA

Name: Harrieth DeVerney

SPRINGFIELD DEV, INC.

By: [Signature]  
Joseph J. Savage  
Its President

STATE OF CONNECTICUT)

) ss: HARTFORD  
COUNTY OF HARTFORD )

The foregoing instrument was acknowledged before me on June 3, 2010 by Joseph J. Savage, President of Springfield Dev., Inc., as his free act and deed, and on behalf of the corporation and as the free act and deed of the corporation.

[Signature]  
Notary Public

JANE M. ROOT

My commission expires: NOTARY PUBLIC  
Commissioner of the Superior Court  
My Commission Expires Sept. 30, 2011

## DECLARATION

HUNTER'S CHASE AT LITCHFIELD

## SCHEDULE A-2

ATTACHED TO AMENDMENT #10

TABLE OF INTERESTS

Developer's Home Site #	Home Site Address	Fractional Share of Common Expenses	Vote in the Affairs of the Association
1	130 Hunter Drive	1/34	1
2	134 Hunter Drive	1/34	1
3	138 Hunter Drive	1/34	1
4	150 Hunter Drive	1/34	1
5	154 Hunter Drive	1/34	1
6	158 Hunter Drive	1/34	1
7	162 Hunter Drive	1/34	1
8	180 Hunter Drive	1/34	1
9	184 Hunter Drive	1/34	1
10	188 Hunter Drive	1/34	1
11	192 Hunter Drive	1/34	1
12	200 Hunter Drive	1/34	1
13	204 Hunter Drive	1/34	1
14	208 Hunter Drive	1/34	1
15	212 Hunter Drive	1/34	1
16	230 Hunter Drive	1/34	1
17	234 Hunter Drive	1/34	1
18	238 Hunter Drive	1/34	1
19	250 Hunter Drive	1/34	1
20	254 Hunter Drive	1/34	1
21	258 Hunter Drive	1/34	1
22	262 Hunter Drive	1/34	1
23	270 Hunter Drive	1/34	1
26	282 Hunter Drive	1/34	1
27	290 Hunter Drive	1/34	1
29	298 Hunter Drive	1/34	1
30	300 Hunter Drive	1/34	1
43	390 Hunter Drive	1/34	1
44	394 Hunter Drive	1/34	1
45	398 Hunter Drive	1/34	1
100	16 Haley Lane	1/34	1
101	12 Haley Lane	1/34	1
102	8 Haley Lane	1/34	1
103	4 Haley Lane	1/34	1

DECLARATION

HUNTER'S CHASE AT LITCHFIELD

REVISED SCHEDULE A-3

ATTACHED TO AMENDMENT #10

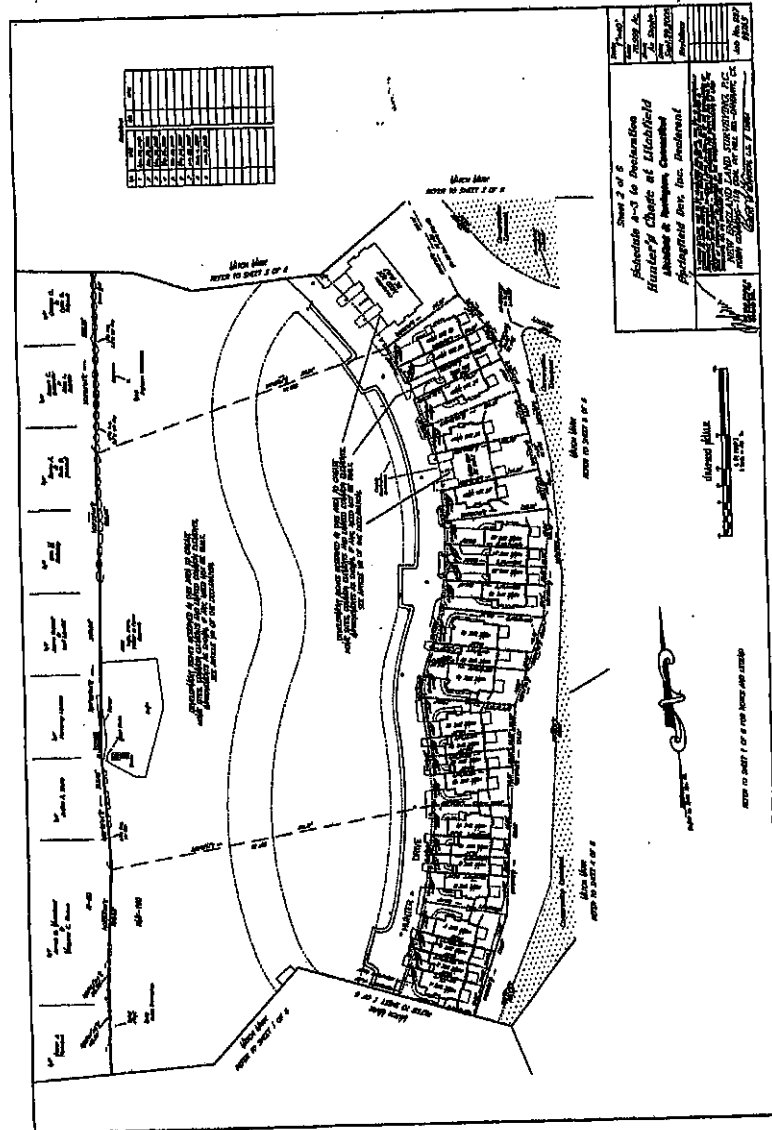
SURVEY

A certain map entitled, "Schedule A-3 to Declaration Hunter's Chase at Litchfield Litchfield & Torrington, Connecticut BND 1, LLC Declarant NEW ENGLAND LAND SURVEYING, P.C. ROBIN COMMONS-118 COAL PIT HILL RD-DANBURY, CT. ROBERT M. BENNISON, L.S. # 12964 Scale: 1"=40' Area: 76.999 Ac, Zone: R-6/RMF160 Date: September 29, 2005 Job No. 997 997A3," sheets 1 of 6 through 6 of 6, filed on the Litchfield and Torrington Land Records contemporaneously with the recording of the Declaration.

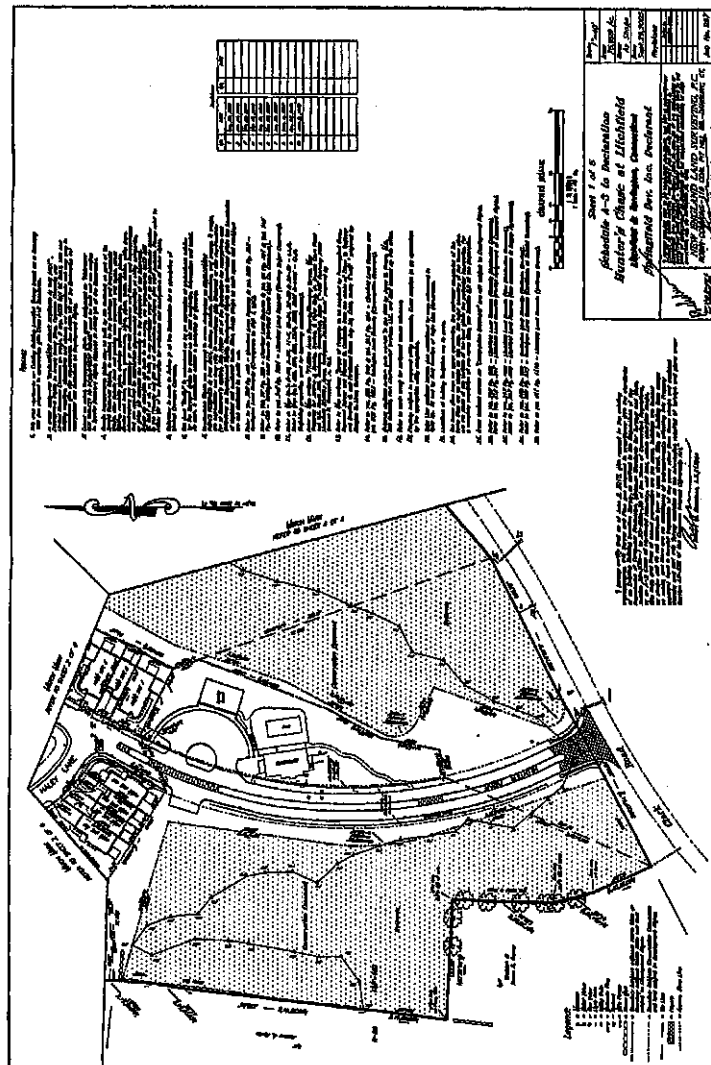
Sheet 1 of 6 of the above map as previously filed, has been replaced with sheet 1 of 6, "Revisions NO. 10 DATE June 2, 2010," a reduced copy of which is attached hereto and as filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #10.

Sheet 2 of 6 of the above map as previously filed, has been replaced with sheet 2 of 6, "Revisions NO. 10 DATE June 2, 2010," a reduced copy of which is attached hereto and as filed on the Litchfield and Torrington Land Records contemporaneously with the recording of Amendment #10.

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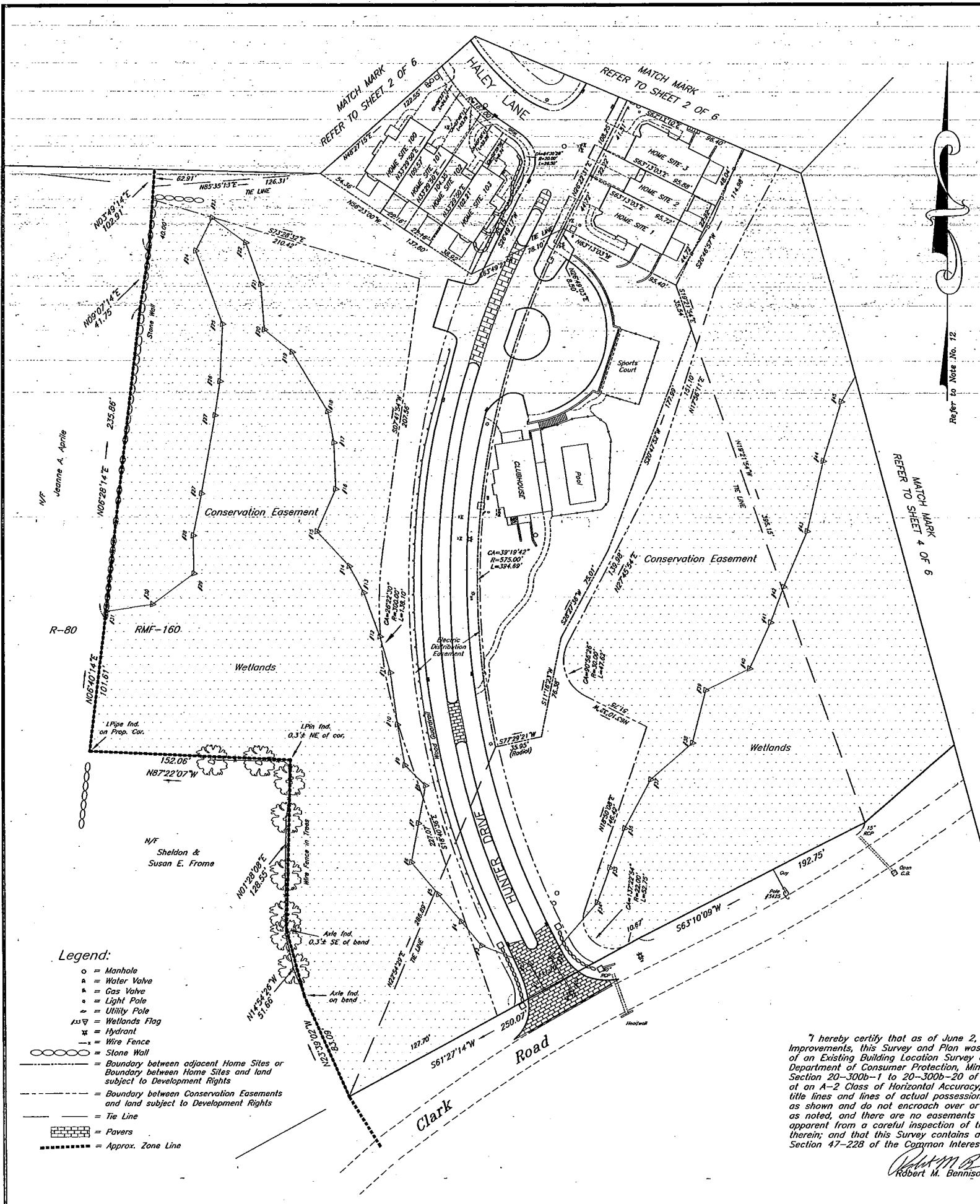






RECEIVED FOR RECORD AT LITCHFIELD CT  
ON Jun 09, 2010 03:40P  
ATTEST: LISA A. LOGEE, TOWN CLERK

E:\\_2004\lugs\997\997A3.dwg



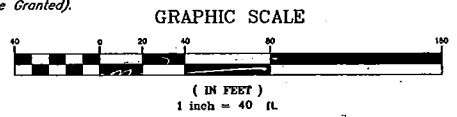
Refer to Note No. 12

Notes:

1. This map represents an Existing Building Location Survey based on a Resurvey and was prepared in accordance with Class A-2 Standards.
2. In areas designated "DEVELOPMENT RIGHTS RESERVED IN THIS AREA", Development Rights to create Home Sites, Common Elements and Limited Common Elements as shown, if any, NEED NOT BE BUILT. Unit and Building locations, dimensions and shapes are approximate and may vary in accordance with site requirements. See Article VIII of the Declaration for reservations and limitations on Development Rights.
3. Except as noted, improvements within areas designated as "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" must be built and are subject to Special Declarant Rights reserved in Article VIII of the Declaration.
4. Certain improvements which may be built by the Declarant as part of its Special Declarant Rights, in addition to the buildings and improvements shown, may include road and parking area pavement and curbs, street lighting, retaining walls, drainage systems, grading, landscaping, plants, shrubs and trees, fences, greenhouses, signs, pipes, ducts, cables, utility ways, infrastructure and accessory or related structures and fixtures and improvements that are required by appropriate governmental authorities or utility companies, or which will enhance the community in the discretion of the Declarant. Except as otherwise set forth in this survey, the improvements NEED NOT BE BUILT at all, or, if built, in any particular order or at any particular location in the Property and will be of dimensions consistent with their purpose. Please refer to Article VIII of the Declaration for limitations and reservations of these rights.
5. Reference is made to Article VI of the Declaration for a description of: Limited Common Elements.
6. The word "Certify" is understood to be an expression of professional opinion by the Surveyor which is based on his best knowledge, information and belief. As such, it constitutes neither a guarantee or warranty.
7. Development Rights are reserved in areas designated as DEVELOPMENT RIGHTS RESERVED IN THIS AREA. Building locations, dimensions, and shapes, if shown, are approximate and may vary in accordance with Declarant or site requirements (for at Declarant's option). See Article VIII of the Declaration for reservations and limitations on Development Rights. Development Rights are terminated within the boundaries of depicted and numbered Home Sites. Areas shown as open space and roadways are not dedicated to public use.
8. Refer to Vol. 283 Pg. 429 - Litchfield Land Records & Vol. 870 Pg. 383 - Torrington Land Records (Conveyance to BND 1, LLC).
9. Refer to Vol. 87 Pg. 328 - Litchfield Land Records & Vol. 66 Pg. 461 & Vol. 143 Pg. 428 - Torrington Land Records (Hartford Electric Light Co. Easement).
10. Refer to Vol. 243 Pg. 1061 - Litchfield Land Records (Sanitary Sewer Easement).
11. Refer to Map No.'s 5-58, 5-59, 11-6, 19-24, 22-28 & 29-38 - L.L.R. Refer to Map No.'s 305, 306, 850, 2534, 3688, 3927 & 4463 - T.L.R. (Adjoining properties, used for boundary establishment).
12. Refer to Map entitled: "77,000± Acres Property Boundary Survey, Map Prepared for Jerome J. Sanchy, Trustee, V. Peter Reis, Jr. Trustee Clark Road and U.S. Route 302, Torrington, Connecticut, Scale 1"=100' February 2000 Litchfield: 50.06± Acres, Torrington: 26.934± Acres prepared by Samuel P. Bertaccini, Jr. RLS.
13. Refer to Map entitled: "Survey of Property to be acquired by Formaggioli Bros., Raymond Schaer and Michael R. Gallicchio from the estate of Edgar B. Newbury and Emeline G. and Ferdinand Kelm; July 29, 1955, Scale: 1"=40' " prepared by Douglas G. Little, Surveyor.
14. Refer to Vol. 285 Pg. 949 & Vol. 291 Pg. 664 - Litchfield Land Records and Vol. 902 Pg. 1067 - Torrington Land Records (Conservation Easement).
15. Wetlands depicted hereon were marked in the field by Joyce G. Roabe, M.S., Soil Scientist, Hart Environmental Services, LLC, and field located by this office.
16. Refer to north arrow for horizontal datum reference.
17. Property subject to proposed utility easements. Exact location to be determined by the appropriate utility companies.
18. Town Line depicted hereon was established by map referenced in Note No. 12 and by field location of Town Line Monuments.
19. Locations of building footprints are to scale.
20. The home sites have no upper boundaries. The perimeter boundaries of the home sites are as shown on this map. The lower boundary of the home sites are the plane of the surface of the land within the perimeter boundaries. For a complete description of the home sites, see Section 5.2 of the Declaration.
21. Areas depicted hereon as "Conservation Easement" are not subject to Development Rights.
22. Refer to Vol. 293 Pg. 835 - Litchfield Land Records (Electric Distribution Easement). Refer to Vol. 313 Pg. 247 - Litchfield Land Records (Partial Assignment of Easement Rights).
23. Refer to Vol. 297 Pg. 486 - Litchfield Land Records (Gas Distribution Easement). Refer to Vol. 297 Pg. 490 - Litchfield Land Records (Gas Installation & Supply Agreement).
24. Refer to Vol. 975 Pg. 689 - Torrington Land Records (Variance Granted). Refer to Vol. 989 Pg. 573 - Torrington Land Records (Certificate of Special Exception).
25. Refer to Vol. 311 Pg. 1110 - Litchfield Land Records (Variance Granted).

Revisions			
NO.	DATE	NO.	DATE
1	Mar. 28, 2005		
2	Jan. 20, 2006		
3	Mar. 22, 2006		
4	May 31, 2006		
5	Oct. 30, 2006		
6	Mar. 23, 2007		
7	Jun. 25, 2007		
8	Sept. 4, 2007		
9	Apr. 23, 2008		
10	June 2, 2010		

Original Inset Map prepared by NEW ENGLAND LAND SURVEYING, P.C.



I hereby certify that as of June 2, 2010, with respect to the existing Improvements, this Survey and Plan was prepared in accordance with the standards of an Existing Building Location Survey as defined in the Regulations of the Department of Consumer Protection, Minimum Standards for Surveys and Maps, Section 20-300b-1 to 20-300b-20 of the State of Connecticut Regulations, at an A-2 Class of Horizontal Accuracy, and that, unless otherwise shown, title lines and lines of actual possession are the same, buildings are located as shown and do not encroach over or upon street, title, or building lines except as noted, and there are no easements or encroachments affecting this Property apparent from a careful inspection of the same other than those shown and depicted therein; and that this Survey contains all the information required of surveys and plans under Section 47-228 of the Common Interest Ownership Act."

Robert M. Bennisson, L.S.#12964

Sheet 1 of 6

Schedule A-3 to Declaration

Hunter's Chase at Litchfield

Litchfield & Torrington, Connecticut

Springfield Dev, Inc. Declarant

Scale: 1"=40'

Area: 76.999 Ac.

Zone: As Shown

Date: Sept. 29, 2005

Revisions

Refer to Revision Table

I HEREBY DECLARE THAT TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON. THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300b-1 THRU 20-300b-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES - "MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ENDORSED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1998.

NEW ENGLAND LAND SURVEYING, P.C.

ROBIN COMMONS-118 COAL PIT HILL RD.-DANBURY, CT.

ROBERT M. BENNISSON, L.S. # 12964

Job No. 997

997A3

NOT VALID WITHOUT A LIVE SIGNATURE AND SURVESSOR SEAL



DRAWING NUMBER

DRAWING NUMBER

DRAWING NUMBER

DRAWING NUMBER

SURCO PRODUCTS • NEW HAVEN, CONNECTICUT  
REPRODUCED BY PART NUMBER 1032

SURCO PRODUCTS • NEW HAVEN, CONNECTICUT  
REPRODUCED BY PART NUMBER 1032

SURCO PRODUCTS • NEW HAVEN, CONNECTICUT  
REPRODUCED BY PART NUMBER 1032

SURCO PRODUCTS • NEW HAVEN, CONNECTICUT  
REPRODUCED BY PART NUMBER 1032

4994

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TORRINGTON, CT

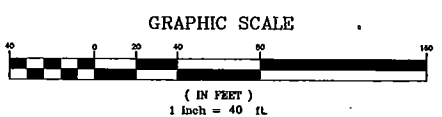
U.S. Route 202  
Monumented Highway Line


N/F  
Heritage Land  
Preservation Trust, Inc.

N/F  
Heritage Land  
Preservation Trust, Inc.

Original Inked Mylar  
prepared by  
NEW ENGLAND LAND  
SURVEYING, P.C.

REFER TO SHEET 1 OF 6 FOR NOTES, LEGEND AND REVISION DATES



Sheet 3 of 6		Scale: 1"=40'
Schedule A-3 to Declaration		Area: 76.999 Ac.
Hunter's Chase at Litchfield		Zone: R-6/RMF160
Litchfield & Torrington, Connecticut		Date: Sept. 29, 2005
BND 1, LLC Declarant		Revisions
 NOT VALID WITHOUT A TRUE SIGNATURE AND EMBOSSED SEAL.		Refer to Sheet 1 of 6
NEW ENGLAND LAND SURVEYING, P.C. ROBIN COMMONS, 151 COAL PIT HILL RD., DANBURY, CT. ROBERT M. BENNISON, L.S. # 12964		Job No. 997 997A3

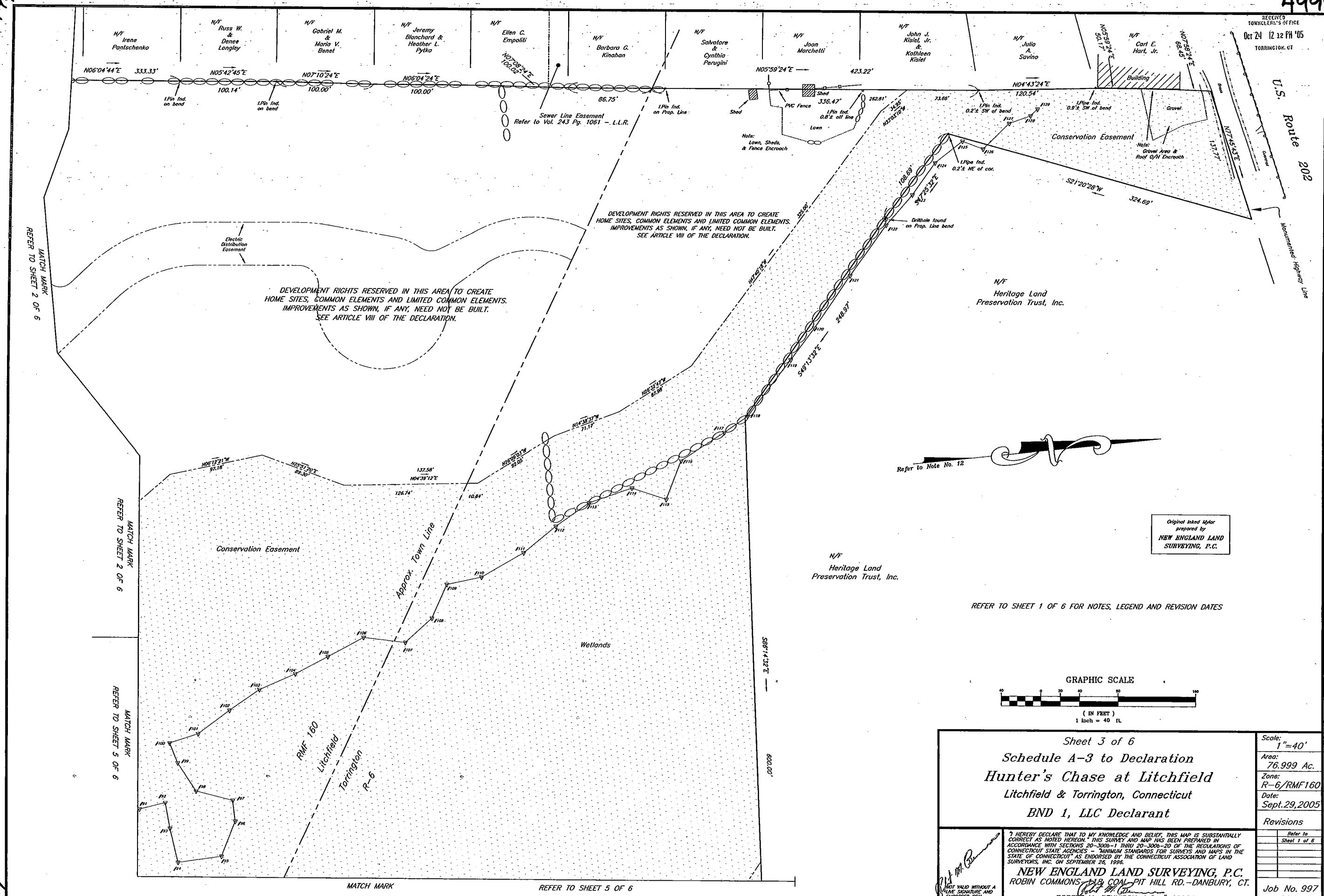
4994

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INSTR#: 4994 10/24/2005 MAP Image: 1 of 1

4994

EX: 997A3.dwg



4995

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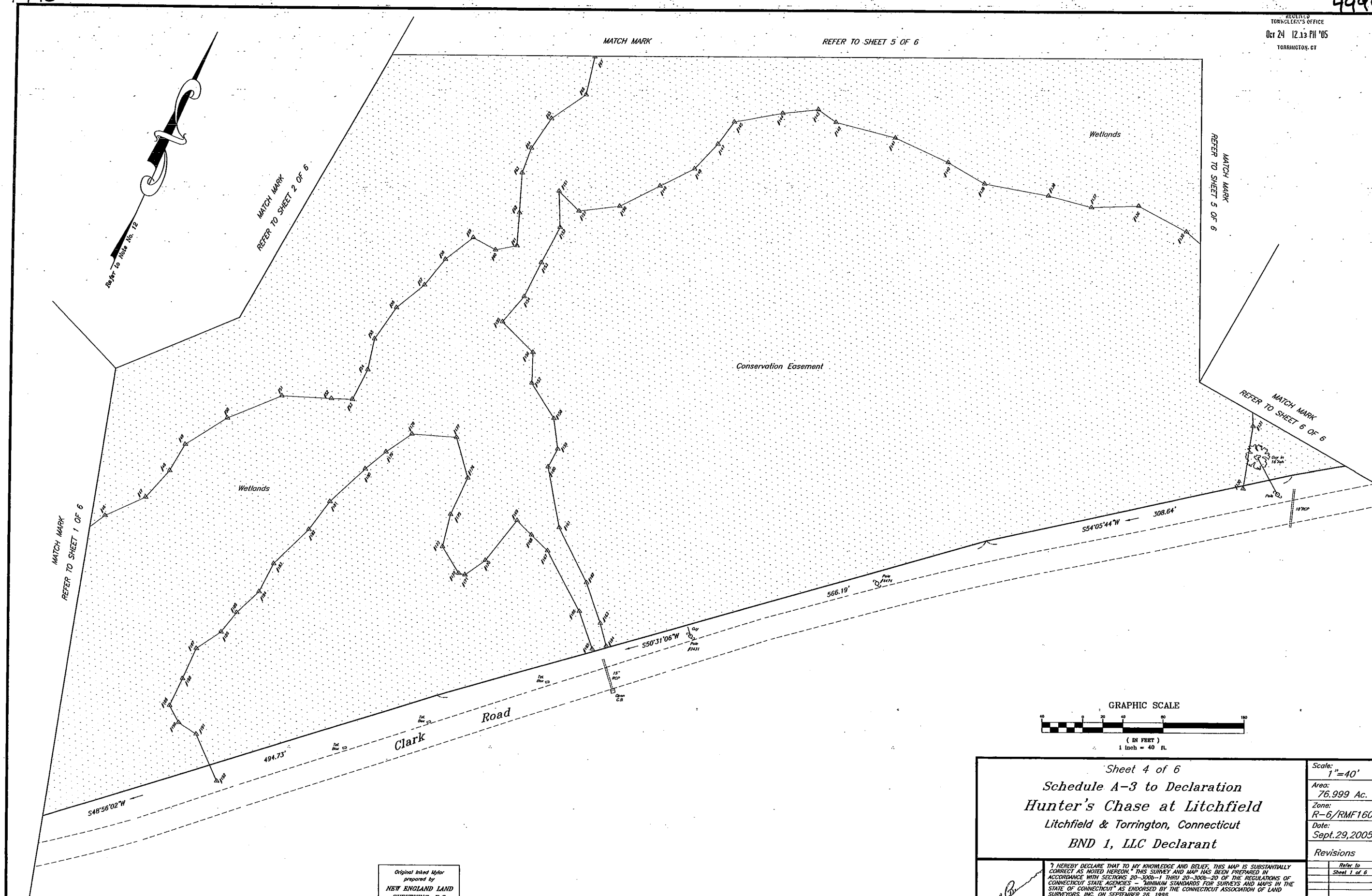
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Oct 24 12:13 PM '05  
TORRINGTON, CT

DRAWING NUMBER

DRAWING NUMBER

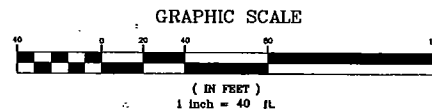
DRAWING NUMBER

DRAWING NUMBER



Original Inked Map  
prepared by  
NEW ENGLAND LAND  
SURVEYING, P.C.

REFER TO SHEET 1 OF 6 FOR NOTES, LEGEND AND REVISION DATES



Sheet 4 of 6	
Schedule A-3 to Declaration Hunter's Chase at Litchfield Litchfield & Torrington, Connecticut BND 1, LLC Declarant	
Area: 76.999 Ac.	
Zone: R-6/RMF160	
Date: Sept. 29, 2005	
Revisions	
Refer to	Sheet 1 of 6
Job No. 997 997A3	

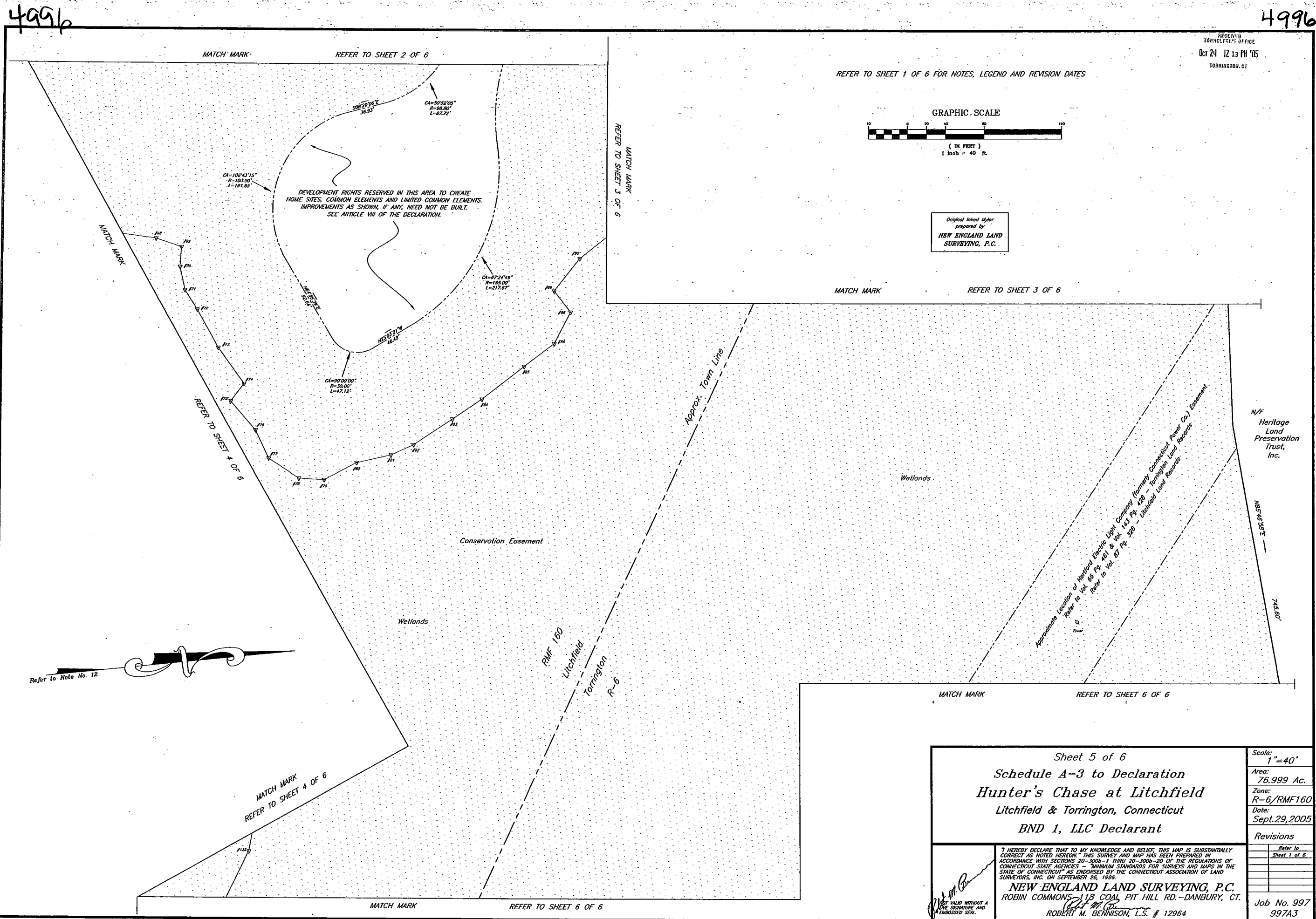
NOT VALID WITHOUT A  
LIVE SIGNATURE AND  
EMBOSSED SEAL

I HEREBY DECLARE THAT TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY  
CORRECT AS NOTED HEREON. THIS SURVEY AND MAP HAS BEEN PREPARED IN  
ACCORDANCE WITH SECTIONS 20-300b-1 THRU 20-300b-20 OF THE REGULATIONS OF  
CONNECTICUT STATE AGENCIES - MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE  
STATE OF CONNECTICUT, AS ENDORSED BY THE CONNECTICUT ASSOCIATION OF LAND  
SURVEYORS, INC. ON SEPTEMBER 26, 1998.

NEW ENGLAND LAND SURVEYING, P.C.  
ROBIN COMMONS, 118 COAL PIT HILL RD. - DANBURY, CT.  
ROBERT M. BENNISON, L.S. # 12964

4995

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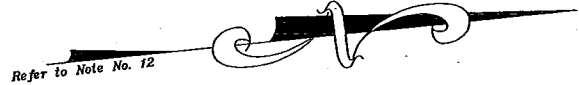
DRAWING NUMBER  
**4996**

DRAWING NUMBER

4997

4997

REFER TO SHEET 1 OF 6 FOR NOTES, LEGEND AND REVISION DATES



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TOWNCLERK'S OFFICE  
Oct 24 12 13 PM '05  
TORRINGTON, CT

MATCH MARK

REFER TO SHEET 5 OF 6

REFER TO SHEET 5 OF 6

MATCH MARK

MATCH MARK

REFER TO SHEET 4 OF 6

Wetlands

Wetlands

Conservation Easement

N/F  
Heritage Land  
Preservation  
Trust, Inc.

119.68'

500°56'30"W

84.71'

S37°13'00"W

96.81'

S02°14'46"W

N/F  
The City of Torrington

N/F  
52 Peck Road  
Associates, LLC

GRAPHIC SCALE



( IN FEET )  
1 inch = 40 ft

Sheet 6 of 6

Schedule A-3 to Declaration  
Hunter's Chase at Litchfield  
Litchfield & Torrington, Connecticut  
BND 1, LLC Declarant

Scale:  
1"=40'

Area:  
76.999 Ac.

Zone:  
R-6/RMF160

Date:  
Sept. 29, 2005

Revisions

Refer to  
Sheet 1 of 6

Job No. 997

997A3

I HEREBY DECLARE THAT TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY  
CORRECT AS NOTED HEREON. THIS SURVEY AND MAP HAS BEEN PREPARED IN  
ACCORDANCE WITH SECTIONS 20-300B-1 THRU 20-300B-20 OF THE REGULATIONS OF  
CONNECTICUT STATE AGENCIES - MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE  
STATE OF CONNECTICUT AS ENDORSED BY THE CONNECTICUT ASSOCIATION OF LAND  
SURVEYORS, INC. ON SEPTEMBER 26, 1996.

NEW ENGLAND LAND SURVEYING, P.C.  
ROBIN COMMONS, 118 COAL PIT HILL RD.-DANBURY, CT.

ROBERT M. BENNISON, L.S. # 12964

NOT VALID WITHOUT A  
SIGNED SEAL

Note:  
Lawn Encroachments

CA=57°01'45"  
R=166.61'  
L=165.83'

S28°19'27"W

174.65'

S02°33'05"W

17.50'

128.97'

S54°03'18"E

N/F

James A. Dean  
& Heidi Hubert

N/F

Nancy DiGiorgio

N/F

Kimberly McKechnie

N/F

Shane A.  
& Diana L.  
LaPierre

RMF 160

Litchfield

Torrington

R-6

Approx. Town Line

Clark Road

Team Line Monument

18'700'

18'700'

18'700'

18'700'

18'700'

18'700'

18'700'

18'700'

18'700'

18'700'

18'700'

18'700'

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18'700'

18'700'

Original Inset Mylar  
prepared by  
NEW ENGLAND LAND  
SURVEYING, P.C.

20061014\997\997A3.dwg

4997

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DRAWING NUMBER

DRAWING NUMBER

DRAWING NUMBER

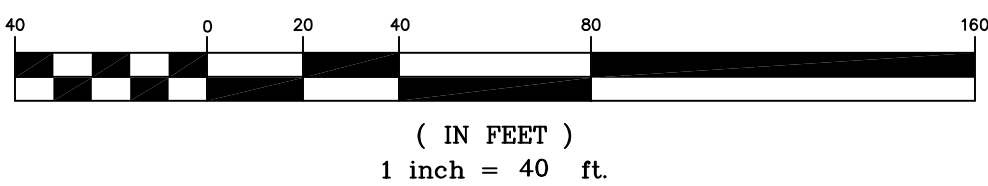
DRAWING NUMBER





25. Refer to Vol. 311 Pg. 1110 - Litchfield Land Records (Variance Granted).

GRAPHIC SCALE



○ = Manhole  
 V = Water Valve  
 A = Gas Valve  
 \* = Light Pole  
 ∞ = Utility Pole  
 #33V = Wetlands Flag  
 —x— = Wire Fence  
 ○—○ = Stone Wall  
 — = Boundary between adjacent Home Sites or  
 Boundary between Home Sites and land  
 subject to Development Rights  
 - - - = Boundary between Conservation Easements  
 and land subject to Development Rights  
 — = Tie Line  
 [Brick Pattern] = Pavers  
 ■■■■ = Approx. Zone Line

N45470 W  
 51.06'

"I hereby certify that as of April 4, 2008, with respect to the existing Improvements, this Survey and Plan was prepared in accordance with the standards of an Existing Building Location Survey as defined in the Regulations of the Department of Consumer Protection, Minimum Standards for Surveys and Maps, Section 20-300b-1 to 20-300b-20 of the State of Connecticut Regulations, at an A-2 Class of Horizontal Accuracy, and that, unless otherwise shown, title lines and lines of actual possession are the same, buildings are located as shown and do not encroach over or upon street, title, or building lines except as noted, and there are no easements or encroachments affecting this Property apparent from a careful inspection of the same other than those shown and depicted therein; and that this Survey contains all the information required of surveys and plans under Section 47-228 of the Common Interest Ownership Act."

Robert M. Bennison, L.S.#12964

Sheet 1 of 6  
Schedule A-3 to Declaration  
Hunter's Chase at Litchfield  
Litchfield & Torrington, Connecticut  
BND 1, LLC Declarant

I HEREBY DECLARE THAT TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON." THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300b-1 THRU 20-300b-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENTS. MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT. ENDORSED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996.

**NEW ENGLAND LAND SURVEYING, P.C.**  
 ROBIN COMMONS-113 COAL PIT HILL RD.-DANBURY, CT.

NOT VALID WITHOUT A  
LIVE SIGNATURE AND  
EMBOSSSED SEAL.

ROBERT M. BENNISON, L.S. # 12964

Scale:  
1"=40'

Area:  
76.999 Ac.

Zone:  
As Shown

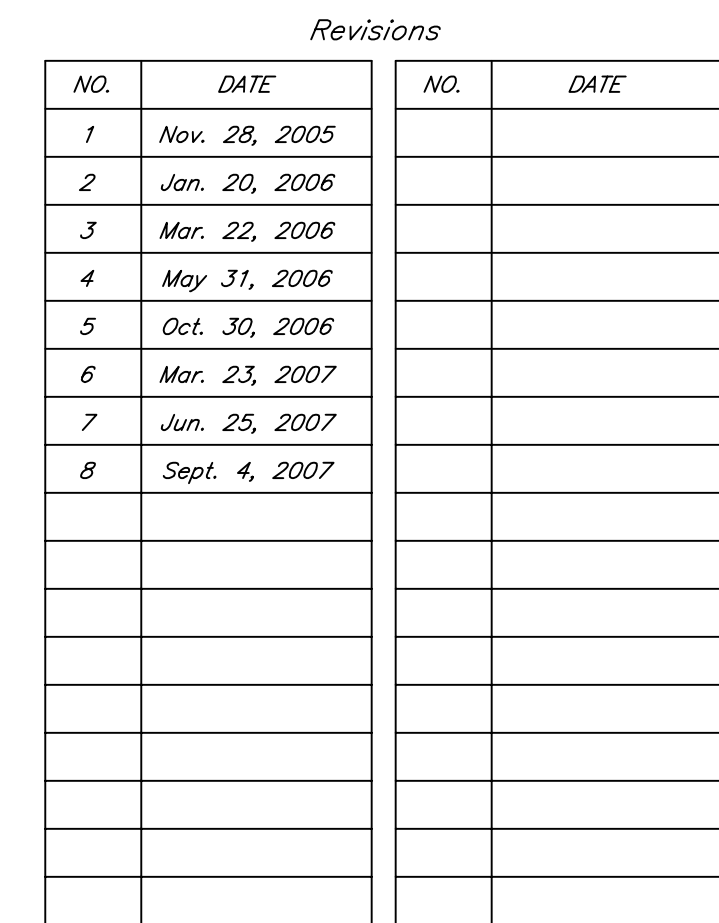
Date:  
Sept.29,2005

Revisions

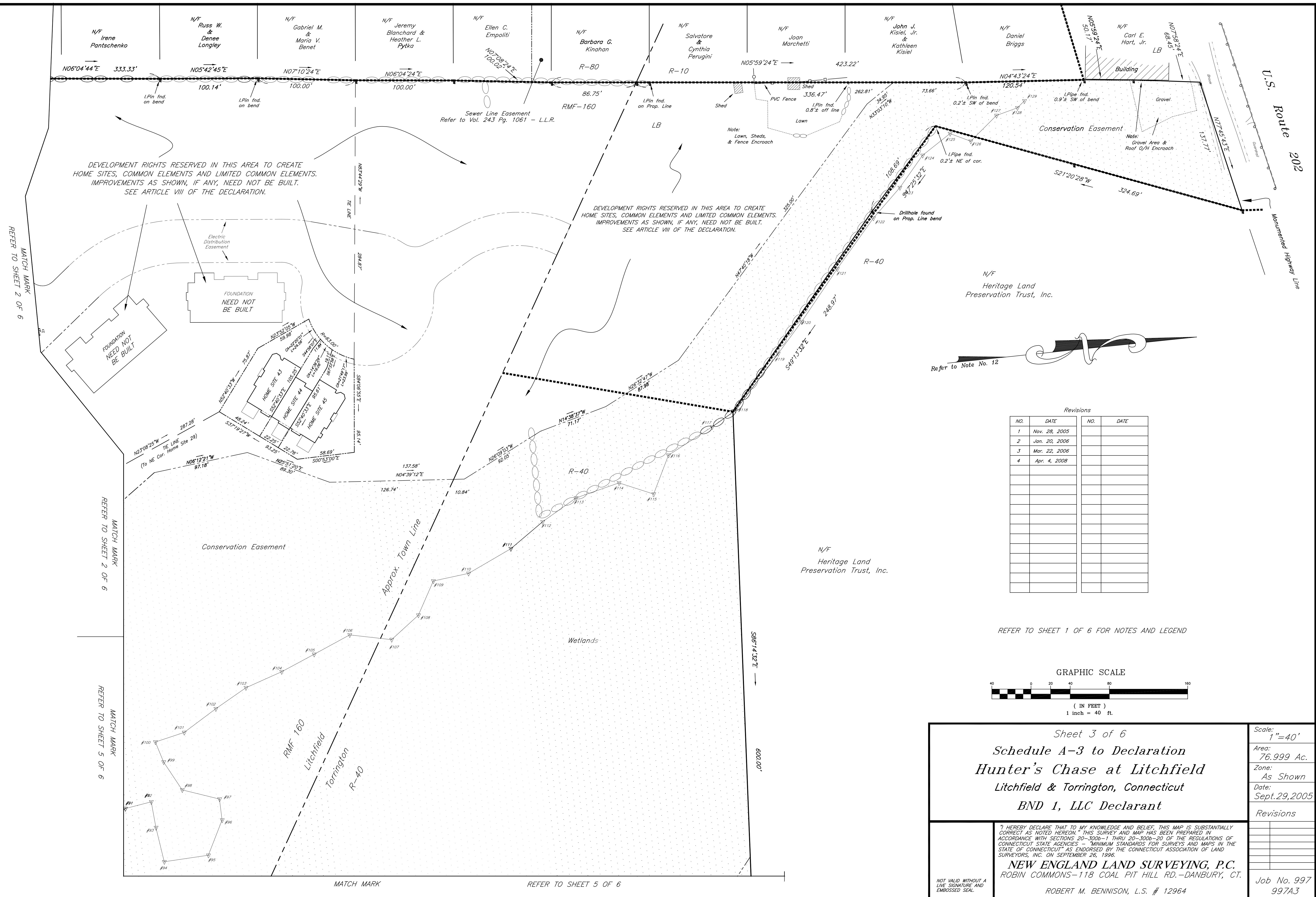
	Refer to Revision Table

Job No. 997  
997A3





<p style="text-align: center;">Sheet 2 of 6</p> <p style="text-align: center;"><i>Schedule A-3 to Declaration Hunter's Chase at Litchfield Litchfield &amp; Torrington, Connecticut BND 1, LLC Declarant</i></p>		Scale: 1"=40'
		Area: 76,999 Ac.
		Zone: As Shown
		Date: Sept. 29, 2005
		Revisions
<p>NOT VALID WITHOUT A LIVE SIGNATURE AND EMBOSSED SEAL.</p>	<p>I HEREBY DECLARE THAT TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON." THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300b-1 THRU 20-300b-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES - "MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ENDORSED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996.</p> <p style="text-align: center;"><b>NEW ENGLAND LAND SURVEYING, P.C.</b> ROBIN COMMONS-118 COAL PIT HILL RD.-DANBURY, CT.</p> <p style="text-align: center;">ROBERT M. BENNISON, L.S. # 12964</p>	
		Job No. 997 99743



**DECLARATION**  
**HUNTER'S CHASE AT LITCHFIELD**

**SCHEDULE A-4**

**RECORDING DATA**

<u>Document</u>	<u>Litchfield</u>	<u>Torrington</u>
Declaration	Volume 297 at Page 498	Volume 947 at Page 215
First Amendment	Volume 298 at Page 519	Volume 952 at Page 966
Second Amendment	Volume 299 at Page 617	Volume 958 at Page 933
Third Amendment	Volume 300 at Page 636	Volume 964 at Page 1020
Fourth Amendment	Volume 302 at Page 590	Volume 976 at Page 781
Fifth Amendment	Volume 305 at Page 128	Volume 992 at Page 78
Sixth Amendment	Volume 307 at Page 1060	Volume 1007 at Page 227
Seventh Amendment	Volume 309 at Page 352	Volume 1016 at Page 690
Eighth Amendment	Volume 310 at Page 777	Volume 1023 at Page 741
Ninth Amendment	Volume 315 at Page 695	Volume 1043 at Page 900
Tenth Amendment	Volume 328 at Page 500	Volume 1088 at Page 914
Bylaws	Volume 297 at Page 548	Volume 947 at Page 277
Rules	Volume 297 at Page 567	Volume 947 at Page 296