



**DECLARATION  
OF  
BRIDGEHAMPTON CROSSING  
FARMINGTON, CONNECTICUT**

**TABLE OF CONTENTS**

**ARTICLE I - Definitions**

|              |   |                           |
|--------------|---|---------------------------|
| Section 1.1  | - | Act                       |
| Section 1.2  | - | Allocated Interests       |
| Section 1.3  | - | Association               |
| Section 1.4  | - | Bylaws                    |
| Section 1.5  | - | Common Elements           |
| Section 1.6  | - | Common Expenses           |
| Section 1.7  | - | Common Interest Community |
| Section 1.8  | - | Declarant                 |
| Section 1.9  | - | Declaration               |
| Section 1.10 | - | Development Rights        |
| Section 1.11 | - | Director                  |
| Section 1.12 | - | Documents                 |
| Section 1.13 | - | Eligible Insurer          |
| Section 1.14 | - | Eligible Mortgagee        |
| Section 1.15 | - | Executive Board           |
| Section 1.16 | - | Improvements              |
| Section 1.17 | - | Limited Common Elements   |
| Section 1.18 | - | Notice and Comment        |
| Section 1.19 | - | Notice and Hearing        |
| Section 1.20 | - | Person                    |
| Section 1.21 | - | Intentionally Omitted     |
| Section 1.22 | - | Property                  |
| Section 1.23 | - | Rules                     |
| Section 1.24 | - | Security Interest         |
| Section 1.25 | - | Survey                    |
| Section 1.26 | - | Unit                      |
| Section 1.27 | - | Unit Owner                |

## **ARTICLE II - Name and Type of Common Interest Community and Association**

- Section 2.1 - Common Interest Community
- Section 2.2 - Association

## **ARTICLE III - Description of Land**

## **ARTICLE IV - Maximum Number of Units, Identification and Boundaries**

- Section 4.1 - Number of Units
- Section 4.2 - Identification of Units
- Section 4.3 - Boundaries

## **ARTICLE V - Limited Common Elements**

## **ARTICLE VI - Maintenance, Repair and Replacement**

- Section 6.1 - Common Elements
- Section 6.2 - Units
- Section 6.3 - Limited Common Elements
- Section 6.4 - Access
- Section 6.5 - Repairs Resulting from Negligence

## **ARTICLE VII - Subsequently Allocated Limited Common Elements – Intentionally Omitted**

## **ARTICLE VIII - Development Rights and Other Special Declarant Rights**

- Section 8.1 - Reservation of Development Rights – Intentionally Omitted
- Section 8.2 - Limitations on Development Rights – Intentionally Omitted
- Section 8.3 - Phasing of Development Rights – Intentionally Omitted
- Section 8.4 - Special Declarant Rights
- Section 8.5 - Models, Sales Offices and Management Offices
- Section 8.6 - Construction; Declarant's Easement
- Section 8.7 - Signs and Marketing
- Section 8.8 - Declarant's Personal Property
- Section 8.9 - Declarant Control of the Association
- Section 8.10 - Limitations on Special Declarant Rights
- Section 8.11 - Interference with Special Declarant Rights

## **ARTICLE IX - Allocated Interests**

- Section 9.1 - Allocation of Interests
- Section 9.2 - Formulas for the Allocation of Interests

## **ARTICLE X - Restrictions on Use, Alienation and Occupancy**

- Section 10.1 - Use and Occupancy Restrictions
- Section 10.2 - Restrictions on Alienation

## **ARTICLE XI - Easements and Licenses**

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

- Section 12.1 - Intentionally Omitted
- Section 12.2 - Reallocation of Depicted Limited Common Elements

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

- Section 13.1 - Intentionally Omitted
- Section 13.2 - Additions, Alterations and Improvements by Executive Board

## **ARTICLE XIV - Relocation of Boundaries Between Adjoining Units**

- Section 14.1 - Application and Amendment
- Section 14.2 - Recording Amendments

## **ARTICLE XV - Amendments to Declaration**

- Section 15.1 - General
- Section 15.2 - Limitation of Challenges
- Section 15.3 - Recordation of Amendments
- Section 15.4 - When Consent of More Than 67% of the Unit Owners May Be Required
- Section 15.5 - Execution of Amendments
- Section 15.6 - Special Declarant Rights
- Section 15.7 - Consent of Holders of Security Interests
- Section 15.8 - Amendments to Create Units – Intentionally Omitted

## **ARTICLE XVI - Amendments to Bylaws**

## **ARTICLE XVII - Termination**

## **ARTICLE XVIII - Mortgagee Protection**

- Section 18.1 - Introduction
- Section 18.2 - Percentage of Eligible Mortgagees
- Section 18.3 - Notice of Actions
- Section 18.4 - Consent Required
- Section 18.5 - Development Rights
- Section 18.6 - Inspection of Books

- Section 18.7 - Financial Statements
- Section 18.8 - Enforcement
- Section 18.9 - Attendance at Meetings

#### **ARTICLE XIX - Assessment and Collection of Common Expenses**

- Section 19.1 - Definition of Common Expenses
- Section 19.2 - Apportionment of Common Expenses
- Section 19.3 - Common Expenses Attributable to Fewer than all Units
- Section 19.4 - Lien
- Section 19.5 - Budget Adoption and Ratification
- Section 19.6 - Ratification of Non-budgeted Common Expense Assessments
- Section 19.7 - Certificate of Payment of Common Expense Assessments
- Section 19.8 - Monthly Payment of Common Expenses
- Section 19.9 - Acceleration of Common Expense Assessments
- Section 19.10 - Commencement of Common Expense Assessments
- Section 19.11 - No Waiver of Liability for Common Expenses
- Section 19.12 - Personal Liability of Unit Owners

#### **ARTICLE XX - Right to Assign Future Income**

#### **ARTICLE XXI - Persons and Units Subject to Documents**

- Section 21.1 - Compliance with Documents
- Section 21.2 - Adoption of Rules

#### **ARTICLE XXII - Insurance**

- Section 22.1 - Coverage
- Section 22.2 - Property Insurance
- Section 22.3 - Liability Insurance
- Section 22.4 - Fidelity Bonds
- Section 22.5 - Unit Owner Policies
- Section 22.6 - Workers' Compensation Insurance
- Section 22.7 - Directors' and Officers' Liability Insurance
- Section 22.8 - Other Insurance
- Section 22.9 - Premiums

#### **ARTICLE XXIII - Damage To Or Destruction of Property**

- Section 23.1 - Duty to Restore
- Section 23.2 - Cost
- Section 23.3 - Plans
- Section 23.4 - Replacement of Less than Entire Property
- Section 23.5 - Insurance Proceeds
- Section 23.6 - Certificates by the Executive Board

Section 23.7 - Certificates by Attorneys

#### **ARTICLE XXIV - Rights to Notice and Comment; Notice and Hearing**

Section 24.1 - Right to Notice and Comment

Section 24.2 - Right to Notice and Hearing

Section 24.3 - Appeals

#### **ARTICLE XXV - Executive Board**

Section 25.1 - Minutes of Executive Board Meetings

Section 25.2 - Powers and Duties

Section 25.3 - Executive Board Limitations

Section 25.4 - Rules and Regulations Affecting Use and Occupancy of Units

Section 25.5 - Tenants

#### **ARTICLE XXVI - Condemnation**

#### **ARTICLE XXVII - Miscellaneous**

Section 27.1 - Captions

Section 27.2 - Gender

Section 27.3 - Waiver

Section 27.4 - Invalidity

Section 27.5 - Conflict

#### **SCHEDULES**

Schedule A-1 - Description of Land

Schedule A-2 - Table of Interests

Schedule A-3 - Survey

## DECLARATION

W.D. II, LLC a Connecticut limited liability company with an office in Farmington, Connecticut does hereby submit the real property in the Town of Farmington, Connecticut described in Schedule A-1, to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, as amended, for the purpose of creating Bridgehampton Crossing; provided, however, that the provisions of Chapter 828 which are inapplicable to Bridgehampton Crossing by virtue of Conn. Gen. Stat. 47-215(a)(3) and 47-262(b)(8) shall not apply unless specifically adopted herein.

### ARTICLE I

#### Definitions

In the Documents, the following words and phrases shall have the following meanings:

**Section 1.1 - Act.** The Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes as it may be amended from time to time.

**Section 1.2 - Allocated Interests.** The Common Expense liability and votes in the Association, allocated to the Units in the Common Interest Community. The Allocated Interests are described in Article IX of this Declaration and shown on Schedule A-2.

**Section 1.3 - Association.** Bridgehampton Crossing Homeowner's Association, LLC, a limited liability company organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to Section 47-243 of the Connecticut General Statutes.

**Section 1.4 - Bylaws.** The Bylaws of the Association, as they may be amended from time to time.

**Section 1.5 - Common Elements.** All portions of the Common Interest Community other than the Units and any other interests in real property for the benefit of Unit Owners which are subject to the Declaration.

**Section 1.6 - Common Expenses.** The expenses for the operation of the Common Interest Community as set forth in Section 19.1 of this Declaration.

**Section 1.7 - Common Interest Community.** Bridgehampton Crossing.

**Section 1.8 - Declarant.** W.D. II, LLC, a Connecticut limited liability company or its successor as defined in Subsection (12) of Section 47-202 of the Connecticut General Statutes.

**Section 1.9 - Declaration.** This document, including any amendments.

**Section 1.10 - Development Rights.** The rights, if any, reserved by the Declarant under Article VIII of this Declaration to create Units, Common Elements, and Limited Common Elements within the Common Interest Community.

**Section 1.11 - Director.** A member of the Executive Board.

**Section 1.12 - Documents.** The Declaration, and Survey recorded and filed pursuant to the provisions of the Act, the Bylaws, and the Rules as they may be amended from time to time. Any exhibit, schedule or certification accompanying a Document is part of that Document.

**Section 1.13 - Eligible Insurer.** An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notice and other rights described in Article XVIII.

**Section 1.14 - Eligible Mortgagee.** The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVIII.

**Section 1.15 - Executive Board.** The Board of Directors of the Association.

**Section 1.16 - Improvements.** Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to, buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes, and light poles.

**Section 1.17 - Limited Common Elements.** A portion of the Common Elements allocated by the Declaration or by the operation of Subsection (2) or (4) of Section 47-221 of the Connecticut General Statutes for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in the Common Interest Community are described in Article V of this Declaration.

**Section 1.18 - Notice and Comment.** The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 24.1 of this Declaration.

**Section 1.19 - Notice and Hearing.** The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 24.2 of this Declaration.

**Section 1.20 - Person.** An individual, corporation, limited liability company, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

**Section 1.21 -Intentionally Omitted.**

**Section 1.22 - Property.** The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

**Section 1.23 - Rules.** Rules for the use of Units and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration.

**Section 1.24 - 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 the Association, and any other consensual lien or title retention contract intended as security for an obligation.

**Section 1.25 - Survey.** The survey filed with this Declaration as Schedule A-3, as it may be amended from time to time.

**Section 1.26 - Unit.** A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.3 of this Declaration.

**Section 1.27 - Unit Owner.** The Declarant or other Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

## **ARTICLE II**

### **Name and Type of Common Interest**

#### **Community and Association**

**Section 2.1 - Common Interest Community.** The name of the Common Interest Community is Bridgehampton Crossing. Bridgehampton Crossing is a planned community.

**Section 2.2 - Association.** The name of the Association is Bridgehampton Homeowners Association, LLC.

## **ARTICLE III**

### **Description of Land**

The Common Interest Community is situated in the Town of Farmington, Connecticut and is located on land described in Schedule A-1.

## **ARTICLE IV**

### **Maximum Number of Units, Identification and Boundaries**

**Section 4.1 - Number of Units.** The Common Interest Community contains seventy-eight (78) Units.

**Section 4.2 - Identification of Units.** All Units are identified by number and are shown on the Survey.

**Section 4.3 - Boundaries.** The boundaries of each Unit created by this Declaration are located as shown on the Survey and designated one (1) through ten (10) and thirteen (13) through eighty (80). There are no Units 11 or 12. Each Unit is a subdivided building lot approved by the Farmington Town Plan & Zoning Commission. At the present time all lots have received conditional approval and a subdivision map approved by the Commission has been recorded on the Farmington Land records. No lot will be conveyed to a Unit Owner until such time as the public improvements associated with that lot have been completed or a bond posted with the Town to ensure their completion, and a final subdivision map is recorded.

## **ARTICLE V**

### **Limited Common Elements**

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

The private road designated "Banbury Crescent" on the survey is a limited common element allocated to Units 76, 77, 78, 79 and 80.

As to each of the foregoing, a right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee ownership of the Limited Common Elements, however, is vested in all of the Unit Owners.

## **ARTICLE VI**

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

**Section 6.1 - Common Elements.** The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

**Section 6.2 - Units.** Each Unit Owner shall maintain, repair and replace at his or her own expense, all portions of his or her Unit, except the portions thereof to be maintained, repaired or replaced by the Association.

**Section 6.3 – Limited Common Elements.** Each Unit Owner of Units 76-80 shall be equally and jointly responsible for the maintenance, repair and replacement of those Limited Common Elements described in Article V of this Declaration.

**Section 6.4 - Access.** Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any conditions threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

**Section 6.5 - Repairs Resulting From Negligence.** Each Unit Owner shall reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association shall be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

## **ARTICLE VII**

### **Subsequently Allocated Limited Common Elements**

Intentionally Omitted.

## **ARTICLE VIII**

### **Development Rights and Other Special Declarant Rights**

**Section 8.1 - Reservation of Development Rights.** Intentionally Omitted.

**Section 8.2 - Limitations on Development Rights.** Intentionally Omitted.

**Section 8.3 - Phasing of Development Rights.** Intentionally Omitted.

**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:

- (a) To complete Improvements indicated on the Survey and Plans filed with this Declaration;

- (b) To exercise any Development Right reserved in this Declaration;
- (c) To maintain sales offices, management offices, signs advertising the Common Interest Community, and models;
- (d) To use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community;
- (e) To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control subject to the provisions of Section 8.9 of this Declaration.
- (f) To grant easements for utilities and other purposes reasonably necessary for the development of the Common Interest Community.
- (g) To adjust boundaries between Units and to reduce the number of Units by incorporating the area comprising a Unit onto one or more other Units, provided this Right shall be exercised only with respect to Units owned by the Declarant.

**Section 8.5 - Models, Sales Offices and Management Offices.** As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model Unit or sales office or management office.

**Section 8.6 - Construction; Declarant's Easement.** The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in this Declaration.

**Section 8.7 - Signs and Marketing.** The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

**Section 8.8 - Declarant's Personal Property.** The Declarant reserves the right to retain all personal property and equipment used in the 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 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 Association**

- (a) Subject to Subsection 8.9(b); There shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board. The period of Declarant control shall terminate no later than the earlier of:
  - (i) sixty (60) days after conveyance of sixty percent (60%) of the Units may be created to Unit Owners other than a Declarant;
  - (ii) two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business; or
  - (iii) two (2) years after any right to add new Units was last exercised.

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

- (b) Not later than sixty (60) days after conveyance of one-third (1/3) of the Units that may be created to Unit Owners other than a Declarant, at least one (1) member and not less than one-third (1/3) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.
- (c) Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.
- (d) Notwithstanding any provision of this Declaration or the Bylaws to the contrary, the Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove a member appointed by the Declarant.

**Section 8.10- Limitations on Special Declarant Rights.** Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant during such period of time as the Declarant is obligated under any warranty or obligation, holds a Development Right to create additional Units or Common Elements, owns any Unit, or holds any Security Interest in any Unit, or for twenty-five (25) years after recording this Declaration, whichever is earliest. Earlier termination of certain rights may occur by statute.

**Section 8.11 - Interference with Special Declarant Rights.** Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

## **ARTICLE IX**

### **Allocated Interests**

**Section 9.1 - Allocation of Interests.** The table showing Unit numbers and their percentage share of Common Expenses is attached as Schedule A-2. These interests have been allocated in accordance with the formulas set out in this Article IX..

**Section 9.2 - Formulas for the Allocation of Interests.** The Interests allocated to each Unit have been calculated on the following formulas:

- (a) **Liability for the Common Expenses.** The percentage of liability for Common Expenses allocated to each Unit is determined by dividing the number one hundred (100) by the total number of Units in the Common Interest Community.
- (b) **Votes.** Each Unit in the Common Interest Community shall have one (1) equal Vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes in Schedule A-2.

## **ARTICLE X**

### **Restrictions on Use, Alienation and Occupancy**

**Section 10.1 - Use and Occupancy Restrictions.** Subject to the Special Declarant Rights reserved under Article VIII, the following use restrictions apply to all Units and to the Common Elements:

Subject to the Special Declarant Rights reserved under Article VIII, the following use restrictions apply to all Units and to the Common Elements. Note that the following use restrictions and approval rights shall be enforced by and vested in (as the case may be) the Association upon the sale by the Declarant of the last Unit.

- (a) Each Unit 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. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom as designated on the plans on file with the building official of the Town of Farmington.

- (b) The use of Units and Common Elements and Limited Common Elements is subject to the Bylaws and the Rules of the Association. The Association may make rules and regulations affecting the use and occupancy of the Units only in accord with Section 25.4 of Article XXV.
- (c) For any period during which any Common Expense assessment remains unpaid or, after Notice and Hearing, for any period not to exceed thirty (30) days, for any infraction of its published Rules, the Executive Board may suspend the right to use Common Elements not necessary to give access to a public street or levy fines as may be part of the By Laws and/or Rules of the Association.
- (d) No building or structure of any kind may be constructed, erected or placed on any of said lots until after submission to and written approval of the house plans, including specifications, and site plans thereof showing building location, driveways, walkways and proposed clearing, finished floor elevations, finished grades, elevations and proposed lot contours, landscaping, and exterior décor including color and siding materials shall be obtained from the Declarant, its successors or designated agents prior to the commencement of construction. The Declarant shall have thirty (30) days from the submission of said plans within which to render a decision. The absence of a decision within said time period shall be deemed an approval.
- (e) No building or structure erected on any lot shall be altered in exterior appearance including color and/or choice of siding from the approved site and architectural plans and/or décor plans, nor shall there be any further or additional tree cutting beyond that shown on the previously approved landscaping plan without the written approval of The Declarant or its designated agent or agents.
- (f) Exteriors of all structures must be completed within one year of receipt of a building permit.
- (g) Restoration of areas disturbed during construction of buildings and site development operations shall proceed as soon as practicable, by seeding and mulching the areas disturbed, to develop a cover crop as approved by the Declarant to minimize soil erosion.
- (h) As soon as practicable, following the completion of construction of a residence on a lot, the owner shall grade and landscape said lot in accordance with the plans approved pursuant to Paragraph 1(a) hereof.
- (i) No fence of any kind may be erected on any lot without the express prior written approval of the Declarant., its successors or designated agent or agents.
- (j) Each lot is restricted in use to the construction and occupancy of one single-family residence with a minimum gross floor area of 3,000 square feet, exclusive of garage,

porch or basement area, except that single story homes shall have a minimum of 2,400 square feet. Homes and outbuildings shall be constructed from natural materials except as otherwise permitted herein. The use of aluminum or vinyl siding is prohibited; the use of Hardiplank and similar siding is permissible if approved by the Declarant as provided herein. A single-family residence is defined as a single housekeeping unit with a common kitchen and dining area, operating on a non-profit, non commercial basis among its occupants. Said single-family dwelling shall be used in conformity with the Zoning Regulations of the Town of Farmington to the extent that same are consistent herewith. Said single family private dwelling house shall not exceed 2-1/2 stores in height and shall have a private garage containing a minimum of two car spaces.

- (k) The use of any lot or any part of any lot for a private or public access road, way, easement, or ingress or egress to any future developments or otherwise whether or not such developments about the subject property is specifically prohibited unless approved in writing by the Declarant.
- (l) No subdivision or resubdivision of any lots within the subject subdivision shall be permitted regardless of whether or not such subdivision or resubdivision is or may be permitted under the planning and zoning regulations of the Town of Farmington or otherwise. This shall in no way restrict the Special Declarant Rights described in Section 8.4(g).
- (m) No commercial or business activity shall be permitted on any of said lots except as approved by the Farmington Town Plan and Zoning Commission. No sign indicating any commercial or professional use may be displayed on any lot at any time.
- (n) No above ground pools, clotheslines, television and/or radio antennas shall be permitted upon said lots. Satellite dishes no greater than twenty inches in diameter may be permitted provided the dish and any support structure are fully screened so as to be beyond view from the street and any abutting properties during any season.
- (o) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.
- (p) No sign of advertising of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales phase of its development.
- (q) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. Empty trash cans placed at the curb for pick up may not remain at the curb in excess of twelve hours.

- (r) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- (s) The grounds of said Premises including the lawns and shrubbery shall be, at all times, maintained in a good, presentable and attractive condition. There shall be no accumulation of machinery, tires, lumber, logs, firewood, unregistered motor vehicles, junk of any nature permitted on said Premises. No boat, trailer, camper, house trailer, or mobile home shall be permitted unless kept in the garage or otherwise screened by bushes, lattice work or other enclosures so that the same are not visible from another lot or the road.
- (t) No action of the Farmington Zoning Board of Appeals granting any exclusion or any variance of the Farmington Zoning Regulations shall be valid, unless approved by the Declarant, its successors or designed agent or agents.
- (u) Said Premises shall also be subject to all laws, ordinances and conventional regulations, including buildings and zoning ordinances affecting said Premises, and in any case where the restrictions and covenants hereinbefore set forth may be in conflict with said building and zoning ordinances, said restrictions and covenants shall be held and deemed to be the minimum requirements, unless governmental regulations establish higher minimum requirements.
- (v) All animals except for dogs, cats or similar household pets shall be prohibited on the subject Premises, and any domesticated animals as may be permitted hereunder shall be sufficiently restrained so as to keep them on the property or leash of their Owner. The use of invisible fencing is recommended.
- (w) No commercial vehicle or recreational vehicles shall be parked on said Premises except to the extent that the same may be completely enclosed within a conventional garage located thereon.
- (x) During the period of construction of the improvements to be situated on or to service the Premises, upon request of the Declarant, its successors and/or assigns, or their agents, the owners of individual lots hereby agree to execute all necessary drainage and sloping rights or other easements in favor of the Town of Farmington or utility companies as may be necessary for the completion of the subdivision as approved.

All deeds conveying lots contained within said subdivision and/or any phase thereof shall be subject to those restrictions as aforementioned in (a) - (x) hereof. At any time after the Declarant, its successors and/or assigns has completed divested itself of any ownership interest in the entire subdivision, these conditions, restrictive covenants, and limitations may be changed, by a vote of 80% of the Unit Owners.

aa. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity or by the levy of any fines as may be established by the Rules and Regulations of the

Association against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Enforcement of the restrictions shall be reserved for the Association. The Unit Owners shall not have a private cause of action.

bb. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

The use of Units and Common Elements and Limited Common Elements is subject to the Bylaws and the Rules of the Association. The Association may make rules and regulations affecting the use and occupancy of the Units only in accord with Section 25.4 of Article XXV.

For any period during which any Common Expense assessment remains unpaid or, after Notice and Hearing, for any period not to exceed thirty (30) days, for any infraction of its published Rules the Executive Board may suspend the right to use Common Elements not necessary to give access to a public street.

**Section 10.2 - Restrictions on Alienation.** A Unit may not be conveyed pursuant to a time-sharing plan as defined under Chapter 734b of the Connecticut General Statutes.

All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association. There may be no other restrictions relating to the term of any lease or rental agreement. The lease restriction to this paragraph may be modified by the Association to the extent the modifications are reasonably designed to meet the underwriting requirements of institutional lenders to regulate purchases or insure first mortgages on Units in Common Interest Communities pursuant to Section 10.1(a) above.

## **ARTICLE XI**

### **Easements and Licenses**

All easements or licenses to which the Common Interest Community is presently subject are recited in Schedule A-1 to this 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.

## **ARTICLE XII**

### **Allocation and Reallocation of Limited Common Elements**

**Section 12.1 - Intentionally Omitted.**

**Section 12.2 - Reallocation of Depicted Limited Common Elements.** No Limited Common Element depicted on the Survey or Plans may be reallocated by an amendment to this

Declaration pursuant to this Article XII except as part of a relocation of boundaries of Units pursuant to Article XIV of this Declaration.

Such amendment shall require the approval of all holders of Security Interests in the affected Units, which approval shall be endorsed thereon. The persons executing the amendment shall prove and executed copy thereof to the Association which, if the amendment complies with the provisions of this Declaration and the Act, shall record it. The amendment shall contain words of conveyance and shall be recorded and indexed in the names of the parties and the Common Interest Community.

The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorneys' fees in connection with the review of the amendment and for recording costs.

### **ARTICLE XIII**

#### **Additions, Alterations and Improvements**

##### **Section 13.1 - Intentionally Omitted.**

**Section 13.2 - Additions, Alterations and Improvements by Executive Board.** Subject to the limitations of Sections 19.5 and 19.6 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

### **ARTICLE XIV**

#### **Relocation of Boundaries Between Adjoining Units**

**Section 14.1 - Application and Amendment.** Subject to approval of any structural changes and required permits pursuant to Article XII, the boundaries between adjoining Units may be relocated by an amendment to this Declaration on application to the Association by the owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a reallocation between their Units or their Allocated Interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocation and indicates the Association's consent. The amendment shall be executed by those Unit Owners and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association. Notwithstanding the foregoing, the Declarant may exercise the Special Declarant Rights described in Section 8.4(g) as to any Units owned by the Declarant simply by recording an amended Survey showing the relocated boundaries between such Units.

**Section 14.2 - Recording Amendments.** The Association shall prepare and record Surveys and Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

The applicant shall pay for the costs of preparation of the amendment and its recording.

## **ARTICLE XV**

### **Amendments to Declaration**

**Section 15.1 - General.** Except in cases of amendments that may be executed by the Declarant in the exercise of its Development Rights or by the Association under Sections 12.1 and 14.1, or by certain Unit Owners under Section 14.1 of this Declaration and Section 47-237 of the Connecticut General Statutes and except as limited by Section 15.4 and Article XVIII of this Declaration, this Declaration, including the Survey and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

**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 (1) year after the amendment is recorded.

**Section 15.3 - Recordation of Amendments.** Every amendment to this Declaration shall be recorded in every town in which any portion of the Common Interest Community is located and, except as provided in Article XV, Section 15.4(b), is effective only on recording. 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 the grantor's index in the name of the parties executing the amendment.

**Section 15.4 - When Consent of More Than 67% of the Unit Owners May Be Required.** Except to the extent expressly permitted or required by provisions of the Act and this Declaration, the following amendments will require a vote in excess of 67 percent of the Unit Owners and compliance with the following conditions:

- (a) No amendment may prohibit or materially restrict the permitted uses or occupancy of a Unit or other qualifications of persons who may occupy Units without a vote or agreement of Unit Owners to which at least 80 percent of the votes in the Association are allocated. Each amendment must provide reasonable protection for use and occupancy permitted at the time the amendment was adopted.
- (b) The time limits for the exercise of Development Rights specified in Section 8.2(a) of the Declaration may be extended, the number of Units which may be created by the Declarant pursuant to Section 8.2(b) of the Declaration may be increased and new Development Rights or other Special Declarant Rights may be created by amendment to the Declaration if persons entitled to cast at least 80 percent of the votes in the Association, including 80 percent of the votes allocated to units not

owned by the Declarant, agree to that action. The amendment must identify the Association or other persons who hold any new rights that are created. Written notice of the proposed amendment to the Declaration must be delivered to all persons holding Development Rights or security interests in those rights. Notwithstanding the provisions of Section 15.3 of the Declaration, such an amendment to the Declaration is effective thirty days after the amendment is recorded and notice is delivered unless any person entitled to notice under this subsection records a written objection within the thirty-day period, in which case the amendment is void, or unless all of the persons entitled to notice under this subsection consent in writing at the time the amendment is recorded, in which case the amendment is effective when recorded.

- (c) Although the boundaries between adjoining Units may be relocated pursuant to Article XIV of the Declaration, no amendment may change the boundaries between any Unit and the Common Elements to incorporate Common Elements within the Unit except under the following procedure:
  - (i) The owner of a Unit who wishes his boundaries to be relocated to include Common Elements will make application to the Association with a plan for the relocated boundaries in sufficient specificity to act as an amendment to the Declaration and the Plans attached as Exhibit A-4 to the Declaration and if necessary, a survey showing the relocated building location outline in sufficient detail to amend the Survey attached as Exhibit A-3 to the Declaration. The application shall contain such other information as the Executive Board may reasonably require to evaluate the merits of the application and its effect on safety and structural soundness of any proposed change to the physical portions of the building involved. A fee sufficient to defer the costs of the Executive Board may be required to be paid.
  - (ii) The amendment will be reviewed by the Executive Board and such consultants as it feels is necessary.
  - (iii) If the Executive Board approves the amendment, it will be submitted to a vote of the membership at a special meeting called for that purpose. Unless persons entitled to cast at least sixty-seven percent of the votes in the Association including sixty-seven percent of the votes allocated to Units not owned by the Declarant agree to the action, the amendment will not be approved.
  - (iv) The amendment will be executed by the Unit Owner of the Unit whose boundary is being relocated and by the President of the Association pursuant to the resolution of the Executive Board approving the amendment, attested by the Secretary, contain words of conveyance between the Unit Owner and the Association and be recorded in the town land records and be indexed in the name of the Unit Owner as grantee, and the Association as Grantor or otherwise as appropriate.

- (d) No amendment may otherwise create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any unit to incorporate Common Elements into the Unit in the absence of unanimous consent of the Unit Owners unless otherwise provided above.

**Section 15.5 - Execution of Amendments.** Amendments to this Declaration required by the Act is recorded by the Association, which have been adopted in accordance with this Declaration and the Act, 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 15.6 - Special Declarant Rights.** Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

**Section 15.7 - Consent of Holders of Security Interests.** Amendments are subject to the consent requirements of Article XVIII.

**Section 15.8 - Amendments to Create Units.** Intentionally Omitted.

## **ARTICLE XVI**

### **Amendments to Bylaws**

The Bylaws may be amended only by vote of two-thirds (2/3) of members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

## **ARTICLE XVII**

### **Termination**

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

## **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. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall 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 shall mean the

approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

**Section 18.3 - Notice of Actions.** The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;
- (b) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.4; and
- (e) Any judgment rendered against the Association.

**Section 18.4 - Consent Required.**

- (a) **Document Changes.** Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 18.4(a) may be effective without the vote of at least sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner vote required in this Declaration or Chapter 828 of the Connecticut General Statutes) and until approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right. Material includes, but is not limited to, any provision affecting:
  - (i) Assessments, assessment liens or subordination of assessment liens;
  - (ii) Voting rights;
  - (iii) Reserves for maintenance, repair or replacement of Common Elements;
  - (iv) Responsibility for maintenance and repairs;

- (v) Reallocation of interests in the Common Elements or Limited Common Elements except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in such Units must approve such action;
  - (vi) Rights to use Common Elements and Limited Common Elements;
  - (vii) Boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;
  - (viii) Convertibility of Units into Common Elements or Common Elements into Units;
  - (ix) Expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;
  - (x) Insurance or fidelity bonds;
  - (xi) Leasing of Units;
  - (xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
  - (xiii) Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
  - (xiv) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;
  - (xv) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
  - (xvi) Any provision that expressly benefits mortgage holders, insurers or guarantors.
- (b) **Actions.** Notwithstanding any lower requirement permitted by this Declaration or Chapter 828 of the Connecticut General Statutes, the Association may not take any of the following actions without the approval of at least fifty-one (51%) of the Eligible Mortgagees or such higher percentage as set forth herein:

- (i) The conveyance or encumbrance of the Common Elements or any portion thereof, as to which an eighty percent (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, for reasons other than substantial destruction or condemnation, as to which a sixty-seven (67%) Eligible Mortgagee approval is required;
- (v) The alteration of any partition or creation of any aperture between adjoining Units when Unit boundaries are not otherwise being affected, in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;
- (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 (1) 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.

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

- (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.
- (d) The failure of an Eligible Mortgagee to respond within forty-five (45) days to any written request of the Association for approval of a non-material addition or amendment to the Documents shall constitute an implied approval of the addition or amendment.

**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.

**Section 18.6 - Inspection of Books.** The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours.

**Section 18.7 - Financial Statements.** The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public account if:

- (a) The Common Interest Community contains fifty (50) or more Units, 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 shall 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 representatives of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

## **ARTICLE XIX**

### **Assessment and Collection of Common Expenses**

**Section 19.1 - Definition of Common Expenses.** Common Expenses shall include:

- (a) Expenses of administration, maintenance, and repair or replacement of the Common Elements;
- (b) Expenses declared to be Common Expenses by the Documents or by the Act;
- (c) Expenses agreed upon as Common Expenses by the Association; and
- (d) 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 or any other real or personal property acquired or held by the Association;
- (e) Common charges, exclusive of optional user fees and any insurance premiums paid by the Association, may not exceed the average annual expense liability set forth in Conn. Gen. Stat. Section 47-215(a)(3).

- (f) The Declarant believes in good faith that the maximum annual common expense liability assessed against the Units will be sufficient to pay the expenses of the planned community;
- (g) The annual common expense liability may not be increased during the period of declarant control without the consent of persons entitled to cast at least eighty (80%) percent of the votes in the Association, including eighty (80%) percent of the votes allocated to Units not owned by the Declarant or an affiliate of the Declarant;
- (h) No Unit shall be liable for any common expense until the Association levies common charges against all Units.
- (i) Maintenance, repair and replacement of any improvements on the Common Elements, including without limitation the Emergency Access drive located between Units 32 and 33 and the "rain gardens" in the center islands of the cul-de-sacs shall be a Common Expense.

**Section 19.2 - Apportionment of Common Expenses.** Except as provided in Section 19.3, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Schedule A-2 to this Declaration.

**Section 19.3 - Common Expenses Attributable to Fewer than all Units.**

- (a) Any Common Expense associated with the maintenance, repair or replacement of Banbury Crescent shall be assessed against the Unit or Units to which the Limited Common Element is assigned which are Units 76-80. If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common element shall be assessed equally among the Units to which it is assigned.
- (b) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
- (c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
- (d) Assessment to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (e) If any Common Expense is caused by the misconduct of a Unit owner, the Association may, after Notice and Hearing, assess that expense exclusively against his or her Unit.

- (f) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

#### **Section 19.4 - Lien.**

- (a) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents 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 Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first or second Security Interest in the Unit 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 Unit. 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 19.5 of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce 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 this 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 (2) years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (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 assessment, the court may appoint a receiver of the Unit Owner pursuant to Section 52-504 of the Connecticut General Statutes to collect all Sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 19.5 of this Declaration.
- (i) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessment against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 19.4(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.
- (j) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

**Section 19.5 - Budget Adoption and Ratification.** Within thirty (30) 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 Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting [a majority of all Unit Owners] reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

**Section 19.6 - Ratification of Non-budgeted Common Expense Assessments.** If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 19.3 of this Declaration, in an amount greater than fifteen (15%) percent of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for ratification in the same manner as a budget under Section 19.5.

**Section 19.7 - Certificate of Payment of Common Expense Assessments.** The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

**Section 19.8 - Monthly Payment of Common Expenses.** All Common Expenses assessed under Sections 19.2 and 19.3 shall be due and payable monthly.

**Section 19.9 - Acceleration of Common Expense Assessments.** In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessment for the pertinent fiscal year to be immediately due and payable.

**Section 19.10 - Commencement of Common Expense Assessments.** Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

**Section 19.11 - No Waiver of Liability for Common Expenses.** No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

**Section 19.12 - Personal Liability of Unit Owners.** The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

## **ARTICLE XX**

### **Right to Assign Future Income**

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least fifty-one (51%) percent of the votes in the Association are allocated, at a meeting called for that purpose.

## **ARTICLE XXI**

### **Persons and Units Subject to Documents**

**Section 21.1 - Compliance with Documents.** All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded on the Land Records of the Town of Farmington are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

**Section 21.2.- Adoption of Rules.** The Executive Board may adopt Rules regarding the use and occupancy of Units, Common Elements, and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

## ARTICLE XXII

### Insurance

**Section 22.1 - Coverage.** To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Sections 22.2 and 22.3 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 shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at the respective last known addresses.

### **Section 22.2 - Property Insurance.**

(a) Property insurance covering:

- (i) The project facilities (which term means all fixtures, equipment and any improvements and betterments part of a Common Element or limited Common Element. Improvements on the Units are owned by the Unit Owner and are not insured by the Association. ,; and
- (ii) All personal property owned by the Association.

(b) **Amounts.** The project facilities for an amount equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date. 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 said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

The maximum deductible for insurance policies shall be \$10,000.00 or one percent (1%) of the policy face amount.

(c) **Risks Insured Against.** The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

(d) **Other Provisions:** Insurance policies required by this Section shall provide that:

- (i) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.
- (ii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

- (iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (iv) Loss shall be adjusted with the Association.
- (v) Insurance proceeds shall 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 Unit Owner and such Unit Owner's mortgagee.
- (vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.
- (vii) The name of the insured shall be substantially as follows:

"Bridgehampton Crossing Homeowners Association, LLC for the use and benefit of the individual Owners".

**Section 22.3 - Liability Insurance.** Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$1,000,000 covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

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

- (v) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

**Section 22.4 - Fidelity Bonds.** A blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three (3) months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Unit and to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason.

**Section 22.5 - Unit Owner Policies.** An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit, and Unit Owners are cautioned that the Association policy does not protect improvements on their Unit and does not insure them against liability for occurrences at any place on the Unit.

**Section 22.6 - Workers' Compensation Insurance.** The Executive Board shall 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 shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

**Section 22.8 - Other Insurance.** The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

**Section 22.9 - Premiums.** Insurance premiums shall be a Common Expense.

## **ARTICLE XXIII**

### **Damage To Or Destruction Of Property**

**Section 23.1 - Duty to Restore.** Any portion of the Property for which insurance is required under Section 47-255 of the Connecticut General Statutes 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;
- (c) Eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

**Section 23.2 - Cost.** The cost of repair or replacement in excess of insurance proceeds shall be a Common Expense.

**Section 23.3 - Plans.** The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners and fifty-one (51%) percent of Eligible Mortgagees.

**Section 23.4 - Replacement of Less Than Entire Property.**

- (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 Units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and
  - (ii) The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units;
- (c) If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated on the vote as if the Unit had been condemned under Subsection (a) of Section 47-206 of the Connecticut General Statutes, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.

**Section 23.5 - Insurance Proceeds.** The insurance trustee, or if there is no insurance trustee, then the Association, shall hold any insurance proceeds in trust for the Association, Unit Owners and lienholders as their interests may appear. Subject to the provisions of Subsection 23.1(a) through Subsection 23.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

**Section 23.6 - Certificates by the Executive Board.** A trustee, if any, 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 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 Unit Owners or mortgagees, the Executive Board, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the Land Records of the Town of Farmington from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

## **ARTICLE XXIV**

### **Rights to Notice and Comment;**

#### **Notice and Hearing**

**Section 24.1 - Right to Notice and Comment.** Before the Executive Board amends the Bylaws or the Rules, whenever the documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

**Section 24.2 - Right to Notice and Hearing.** Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

**Section 24.3 - Appeals.** Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified

of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

## **ARTICLE XXV**

### **Executive Board**

**Section 25.1 - Minutes of Executive Board Meetings.** The Executive Board shall permit any Unit Owner to inspect the Minutes of Executive Board meetings during normal business hours. The Minutes shall be available for inspection within fifteen (15) days after any such meeting.

**Section 25.2 - Powers and Duties.** The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board shall 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 which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, Rules and regulations, including, but not limited to those set forth in Sections 25.2(u) and 25.4 of the Declaration;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two (2) or more Unit Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) 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 Connecticut General Statutes;

- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one (1) year, through or over the Common Elements;
- (l) Impose and receive 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 Connecticut General Statutes, and for services provided to Unit Owners;
- (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, and the Bylaws, Rules and regulations of the Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 47-270 of the Connecticut General Statutes or statements of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;
- (p) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (q) Exercise any other powers conferred by this Declaration or the Bylaws;
- (r) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other powers necessary and proper for the governance and operation of the Association; and
- (t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing a committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (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.
- (u) By regulation, require that disputes between Executive Board and Unit Owners or between two or more Unit Owners regarding the Common Interest Community must be submitted to nonbinding alternative dispute resolution in the manner described in the regulations as a prerequisite to commencement of a judicial proceeding.

**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.

**Section 25.4 - Rules and Regulations Affecting Use and Occupancy of Units.** The Association may adopt Rules and regulations that affect the use or occupancy of Units that may be used for residential purposes only to:

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

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

**Section 25.5 - Tenants.** If a tenant of a Unit Owner violates the Declaration, Bylaws or Rules and regulations of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may: (a) exercise directly against the tenant the powers described in Section 25.2 of this Article, (b) after providing Notice and Hearing to the tenant and the Unit Owner, levy reasonable fines against the tenant or Unit Owner or both for the violation; and (c) enforce any other rights against the tenants for violation which the Unit Owner as landlord could lawfully have exercised under the lease, including any such right to bring a summary process action under Chapter 832 of the General Statutes.

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

Unless the lease otherwise provides, this section does not:

- (a) affect rights that the Unit Owner has to enforce the lease or that the Association has under other law; or
- (b) permit the Association to enforce the lease to which it is not a party except to the extent that there is a violation of Declaration, Bylaws, or Rules and regulations.

## ARTICLE XXVI

### Condemnation

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

## ARTICLE XXVII

### Miscellaneous

**Section 27.1 - Captions.** The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents 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 Documents so require.

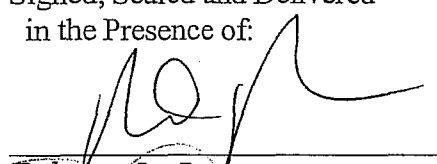
**Section 27.3 - Waiver.** No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

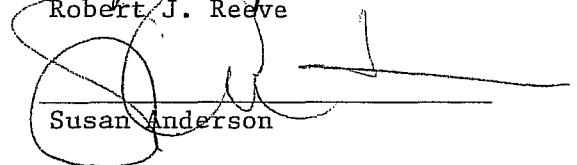
**Section 27.4 - Invalidity.** The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

**Section 27.5 - Conflict.** The Documents are intend to comply with the requirements of Chapter 828 and Chapter 600 of the Connecticut General Statutes. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

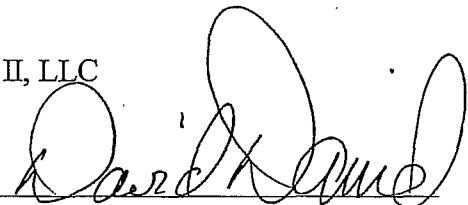
In Witness Whereof, the Declarant has caused this Declaration to be executed this 24<sup>th</sup> day of March, 2008.

Signed, Sealed and Delivered  
in the Presence of:

  
Robert J. Reeve

  
Susan Anderson

W.D. II, LLC

By: 

David Daniel, Manager

STATE OF CONNECTICUT )

) ss. Farmington

COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me this 24th day of March, 2008 , by David Daniel, Manager of W.D. II, LLC, a Connecticut limited liability company on behalf of the limited liability company.

A handwritten signature in black ink, appearing to read 'RJR', is written over a horizontal line.

Robert J. Reeve  
Commissioner of the Superior Court

## DESCRIPTION OF LAND

(Declaration Schedule A-1)

All those certain pieces or parcels of land with all improvements thereon, situated in the Town of Farmington, County of Hartford and State of Connecticut, being shown as Lots 1 through 10, inclusive, and Lots 13 through 80, inclusive, all roads or roadways (public, to be public and to be private) and island of land on Banbury Crescent on a map entitled: "PROPOSED RESIDENTIAL SUBDIVISION 'BRIDGEHAMPTON' RIVER ROAD FARMINGTON, CONNECTICUT APPLICANT: WD II, LLC Designed: J.W.F. Drawn J.W.F. Checked Scale 1" = 40' Project No. 04C1110 Date 03/17/06 CAD File SB04C111001 Title SUBDIVISION PLAN REVISIONS 1. 09/14/06 DRAFT RECORD SET 2. 10/11/06 DRAFT RECORD SET 3. 10/25/06 Revised Per Town Comments 4. 11/01/06 REVISED PER TOWN'S COMMENTS 5. 11/10/06 REVISED PER TOWN'S COMMENTS" made by BL Companies, 355 Research Parkway, Meriden, CT 06450, which map consisting of fourteen sheets is on file in the Farmington Land Records as Map 5644, as revised by Sheet No SB-1 of a map entitled "PROPOSED RESIDENTIAL SUBDIVISION 'BRIDGEHAMPTON' RIVER ROAD FARMINGTON, CONNECTICUT APPLICANT: WD II, LLC Designed: J.W.F. Drawn J.W.F. Checked Scale 1" = 40' Project No. 04C1110 Date 03/17/06 CAD File SB04C111001 Title SUBDIVISION PLAN REVISIONS 1. 09/14/06 DRAFT RECORD SET 2. 10/11/06 DRAFT RECORD SET 3. 10/25/06 Revised Per Town Comments 4. 11/01/06 REVISED PER TOWN'S COMMENTS 5. 11/10/06 REVISED PER TOWN'S COMMENTS 6. 12/08/06 REVISED PER TOWN'S COMMENTS 7. 05/14/07 MISCELLANEOUS REVISIONS 8. 03/22/07 Added New Certification 9. 06/04/07 Revised Lots on Longridge Court 10. 07/31/07 Revised Setback on Lot 8 Longridge Court" made by BL Companies, 355 Research Parkway, Meriden, CT 06450, which map is on file in the Farmington Land Records as Map 5676.

Intending hereby to include any and all land shown on the ten sheets of said map, howsoever designated, with the exception of certain parcels conveyed to the Town of Farmington as open space lands by deed of W.D. II, LLC to the Town of Farmington dated January 5, 2007 and recorded in Volume 895 at Page 684 of the Farmington Land Records.

Said premises are subject to:

1. Any and all provisions of any ordinance, municipal regulation or public or private law.
2. Taxes to the Towns of Farmington not yet due and payable.
3. Permit for Pole on Private Property from John O. Moses to The New England Telephone Company, dated October 24, 1898 and recorded November 3, 1898 in Volume 73, Page 116 of the Farmington Land Records.

4. Legal Notice Final Sewer Assessment from Roger L. and John E. Toffolon in favor of the Town of Farmington for Lake Garda Sewer Projects, recorded October 19, 1977 in Volume 257, Page 654 of the Farmington Land Records.
5. Final Assessments from Roger L. and John E. Toffolon to the Town of Farmington, recorded September 18, 1986 in Volume 339, Page 465 of the Farmington Land Records.
6. A fifty (50') foot building line setback from Alpine Drive, Burlington (Affects Lots 32 and 33).
7. Possible drainage rights of way as set forth in a Warranty Deed from Lake Garda Company, Inc. to the Town of Burlington dated January 17, 1963 and recorded in Volume 48 at Page 258 of the Burlington Land Records (Affects Lots 32 and 33).
8. Following matters shown on maps entitled "Proposed Residential Subdivision 'Bridgehampton'" on file in the Farmington Land Records as Map No. 5644 (1 through 14): building setback lines (all sheets with lots); 10' drainage easement to Town of Farmington along frontages of all lots on all public and private roads; proposed 16' maintenance and access drive easement to Town of Farmington (Sheets SB-2, SB-5); proposed drainage easement in favor of Lot 77 (Sheet SB-3); proposed 20' sanitary sewer easements to Town of Farmington (0.029 ac, 0.030 ac, 0.069 ac) (Sheet SB-3); drainage easement (Sheet SB-4); 15' drainage easement to Town of Farmington (Lot 74) (Sheet SB-5); 20' drainage easement to Town of Farmington (Lot 73) (Sheet SB-5); proposed drainage easement to Town of Farmington (0.003 ac)(Lot 64) (Sheet SB-6); 5' drainage easement to Town of Farmington (open space) (Sheet SB-6); grading rights over Lots 63 and 64 (Sheet SB-6); proposed 20' R.O.W. for driveway access to parcel 11C (Sheet SB-6); right to drain (Volume 182, Page 148; Volume 171, Page 507) (Lot 32); proposed 50' R.O.W. in favor of Town of Farmington (Sheets SB-7, 8); proposed 30' permanent utility easement in favor of Town of Farmington and Unionville Water Company (Lots 30, 31) (Sheets SB-7, 8); 18' drainage easement to Town of Farmington (Lot 71) (Sheet SB-8); proposed 50' R.O.W. in favor of Town of Farmington (Sheet SB-9); proposed 50' R.O.W. in favor of Town of Farmington (Sheet SB-10); proposed 50' permanent drainage and maintenance easement in favor of the Town of Farmington over Lots 53, 54 and 55 (Sheet SB-10); proposed 12' maintenance and access drive easement to Town of Farmington (Lots 54 and 55) (Sheet SB-10).
9. Sewer Easement as set forth in grant from W.D. II, LLC to the Town of Farmington dated January 5, 2007 and recorded January 8, 2007 in Volume 895, Page 670 of the Farmington Land Records.
10. Right of Way as set forth in grant from W.D. II, LLC to the Town of Farmington dated January 5, 2007 and recorded January 8, 2007 in Volume 895, Page 673 of the Farmington Land Records.
11. Maintenance and Access Drive Easement as set forth in grant from W.D. II, LLC to the Town of Farmington dated January 5, 2007 and recorded January 8, 2007 in Volume 895, Page 677 of the Farmington Land Records.

12. Drainage Easement as set forth in grant from W.D. II, LLC to the Town of Farmington dated January 5, 2007 and recorded January 8, 2007 in Volume 895, Page 680 of the Farmington Land Records.
13. A mortgage in the original principal amount of \$8,000,000.00 from WD II, LLC to Farmington Savings Bank dated March 29, 2007 and recorded in Volume 901 at Page 30 of the Farmington Land Records.
14. A Collateral Assignment of Leases and Rentals from WD II, LLC to Farmington Savings Bank, dated March 29, 2007 and recorded in Volume 901 at Page 47 of the Farmington Land Records.
15. A Conditional Assignment of Construction Contracts, Permits and Development Rights from WD II, LLC to Farmington Savings Bank dated March 29, 2007 and recorded in Volume 901 at Page 55 of the Farmington Land Records.
16. A UCC-1 Financing Statement dated March 29, 2007 and recorded in Volume 901 at Page 60 of the Farmington Land Records.
17. An electrical distribution easement in favor of The Connecticut Light and Power Company dated November 5, 2007 and recorded November 5, 2007 in Volume 918 at Page 153 of the Farmington Land Records.
18. An easement and right of way in favor of Comcast of Connecticut, Inc. dated February 5, 2008 and recorded in Volume 923 at Page 657 of the Farmington Land Records.

## TABLE OF INTERESTS

(Declaration Schedule A-2)

| <u>Unit<br/>No.</u> | <u>Percentage<br/>share<br/>of Common<br/>Expenses</u> | <u>Vote in the affairs of the Association</u> |
|---------------------|--------------------------------------------------------|-----------------------------------------------|
| 1                   | 1.282                                                  | 1                                             |
| 2                   | 1.282                                                  | 1                                             |
| 3                   | 1.282                                                  | 1                                             |
| 4                   | 1.282                                                  | 1                                             |
| 5                   | 1.282                                                  | 1                                             |
| 6                   | 1.282                                                  | 1                                             |
| 7                   | 1.282                                                  | 1                                             |
| 8                   | 1.282                                                  | 1                                             |
| 9                   | 1.282                                                  | 1                                             |
| 10                  | 1.282                                                  | 1                                             |
| 13                  | 1.282                                                  | 1                                             |
| 14                  | 1.282                                                  | 1                                             |
| 15                  | 1.282                                                  | 1                                             |
| 16                  | 1.282                                                  | 1                                             |
| 17                  | 1.282                                                  | 1                                             |
| 18                  | 1.282                                                  | 1                                             |
| 19                  | 1.282                                                  | 1                                             |
| 20                  | 1.282                                                  | 1                                             |
| 21                  | 1.282                                                  | 1                                             |
| 22                  | 1.282                                                  | 1                                             |
| 23                  | 1.282                                                  | 1                                             |
| 24                  | 1.282                                                  | 1                                             |
| 25                  | 1.282                                                  | 1                                             |
| 26                  | 1.282                                                  | 1                                             |
| 27                  | 1.282                                                  | 1                                             |
| 28                  | 1.282                                                  | 1                                             |
| 29                  | 1.282                                                  | 1                                             |
| 30                  | 1.282                                                  | 1                                             |
| 31                  | 1.282                                                  | 1                                             |
| 32                  | 1.282                                                  | 1                                             |
| 33                  | 1.282                                                  | 1                                             |
| 34                  | 1.282                                                  | 1                                             |
| 35                  | 1.282                                                  | 1                                             |
| 36                  | 1.282                                                  | 1                                             |

## TABLE OF INTERESTS

(Declaration Schedule A-2)

|    |       |   |
|----|-------|---|
| 37 | 1.282 | 1 |
| 38 | 1.282 | 1 |
| 39 | 1.282 | 1 |
| 40 | 1.282 | 1 |
| 41 | 1.282 | 1 |
| 42 | 1.282 | 1 |
| 43 | 1.282 | 1 |
| 44 | 1.282 | 1 |
| 45 | 1.282 | 1 |
| 46 | 1.282 | 1 |
| 47 | 1.282 | 1 |
| 48 | 1.282 | 1 |
| 49 | 1.282 | 1 |
| 50 | 1.282 | 1 |
| 51 | 1.282 | 1 |
| 52 | 1.282 | 1 |
| 53 | 1.282 | 1 |
| 54 | 1.282 | 1 |
| 55 | 1.282 | 1 |
| 56 | 1.282 | 1 |
| 57 | 1.282 | 1 |
| 58 | 1.282 | 1 |
| 59 | 1.282 | 1 |
| 60 | 1.282 | 1 |
| 61 | 1.282 | 1 |
| 62 | 1.282 | 1 |
| 63 | 1.282 | 1 |
| 64 | 1.282 | 1 |
| 65 | 1.282 | 1 |
| 66 | 1.282 | 1 |
| 67 | 1.282 | 1 |
| 68 | 1.282 | 1 |
| 69 | 1.282 | 1 |
| 70 | 1.282 | 1 |
| 71 | 1.282 | 1 |
| 72 | 1.282 | 1 |
| 73 | 1.282 | 1 |

## TABLE OF INTERESTS

(Declaration Schedule A-2)

|    |       |   |
|----|-------|---|
| 74 | 1.282 | 1 |
| 75 | 1.282 | 1 |
| 76 | 1.282 | 1 |
| 77 | 1.282 | 1 |
| 78 | 1.282 | 1 |
| 79 | 1.282 | 1 |
| 80 | 1.282 | 1 |

# SURVEY

(Declaration Schedule A-3 )

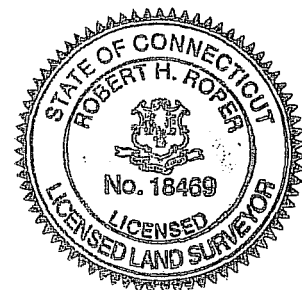
## Certificate

I hereby certify that the Survey entitled "PROPOSED RESIDENTIAL SUBDIVISION 'BRIDGEHAMPTON' RIVER ROAD FARMINGTON, CONNECTICUT APPLICANT: WD II, LLC Designed: J.W.F. Drawn J.W.F. Checked Scale 1" = 40' Project No. 04C1110 Date 03/17/06 CAD File SB04C111001 Title SUBDIVISION PLAN REVISIONS 1. 09/14/06 DRAFT RECORD SET 2. 10/11/06 DRAFT RECORD SET 3. 10/25/06 Revised Per Town Comments 4. 11/01/06 REVISED PER TOWN'S COMMENTS 5. 11/10/06 REVISED PER TOWN'S COMMENTS" made by BL Companies, 355 Research Parkway, Meriden, CT 06450, which map consisting of fourteen sheets is on file in the Farmington Land Records as Map 5644, as revised by Sheet No SB-1 of a map entitled "PROPOSED RESIDENTIAL SUBDIVISION 'BRIDGEHAMPTON' RIVER ROAD FARMINGTON, CONNECTICUT APPLICANT: WD II, LLC Designed: J.W.F. Drawn J.W.F. Checked Scale 1" = 40' Project No. 04C1110 Date 03/17/06 CAD File SB04C111001 Title SUBDIVISION PLAN REVISIONS 1. 09/14/06 DRAFT RECORD SET 2. 10/11/06 DRAFT RECORD SET 3. 10/25/06 Revised Per Town Comments 4. 11/01/06 REVISED PER TOWN'S COMMENTS 5. 11/10/06 REVISED PER TOWN'S COMMENTS 6. 12/08/06 REVISED PER TOWN'S COMMENTS 7. 05/14/07 MISCELLANEOUS REVISIONS 8. 03/22/07 Added New Certification 9. 06/04/07 Revised Lots on Longridge Court 10. 07/31/07 Revised Setback on Lot 8 Longridge Court" made by BL Companies, 355 Research Parkway, Meriden, CT 06450, which map is on file in the Farmington Land Records as Map 5676, together with the other information contained in the Declaration, contains all of the information required by Subsection 29(d) of the Common Interest Ownership Act.

Registered Surveyor

Registration No.

*Robert Roper*  
18469



Received for Record at FARMINGTON, CT  
On 03/26/2008 At 2:46:10 pm

*Paula B. Ray*  
Paula B. Ray, Town Clerk