

**DECLARATION OF TIMBER OAK  
BETHEL AND DANBURY, CONNECTICUT  
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## DECLARATION

Bethel Danbury Two, LLC, a Delaware Limited Liability Company with an office and place of business c/o Baker Residential Limited Partnership, 485 Washington Avenue, Pleasantville, New York, does hereby submit the real property in the City of Danbury and Town of Bethel, 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 Timber Oak, a Condominium which is a Common Interest Community.

### ARTICLE I - DEFINITIONS

In the Documents (as herein defined), 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 undivided interest in the Common Elements, 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.** Timber Oak Association, Inc. 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, attached as Exhibit B, 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.

**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.** The real property described in Schedule A-1 of the Declaration, subject to the Declaration of Timber Oak, which is also hereinafter referred to as the Condominium

**Section 1.8 - Declarant.** Bethel Danbury Two, LLC, a Delaware Limited Liability Company or its successor or assign.

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

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

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

**Section 1.12 - Documents.** The Declaration, Survey and Plans 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 or 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 Act 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 25.1 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 25.2 of this Declaration.

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

**Section 1.21 - Plans.** The plans filed with this Declaration as Schedule A-4, as they may be amended from time to time.

**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 and its Bylaws.

**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 - Special Declarant Rights.** Rights reserved for the benefit of the Declarant to (a) complete improvements indicated on surveys and plans filed with this Declaration, as it may be amended from time to time; (b) exercise any Development Right; (c) maintain sales offices, management offices, signs advertising the Community, and models; (d) use easements through the Common Elements for the purpose of making Improvements within the Community; or (e) utilize the recreation amenities for marketing and sales purposes of any other purpose allowable by the Act, (f) appoint or remove any officer of the Association or any master association or any Executive Board member during any period of Declarant control; and (g) all other rights provided by the Act.

**Section 1.26 - Survey.** The survey filed with this Declaration as Schedule A-3, as it may be amended from time to time.

**Section 1.27 - 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 1.28 - Unit Owner.** The Declarant or other Person who owns a Unit, but 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.

**Section 1.29 - Votes.** The Votes allocated to each Unit as shown on Schedule "A-2".

All other terms set forth in the Documents, unless the context requires otherwise, shall have the meanings ascribed to them in the Act.

## 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 Timber Oak. Timber Oak is a Condominium.

**Section 2.2 - Association.** The name of the Association is Timber Oak Association, Inc. It is a non-stock corporation organized under the laws of the State of Connecticut.

## ARTICLE III - DESCRIPTION OF LAND

The Common Interest Community is situated in the City of Danbury and Town of Bethel, 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 presently contains thirty-six (36) Units. The Declarant may create an additional two hundred ninety-two (292) Units up to a maximum of three hundred twenty-eight (328) Units.

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



Section 4.3 - Boundaries. The boundaries of each Unit created by this Declaration are located as shown on the Survey and Plans and are more particularly described as follows:

(a) Boundaries: Interior surfaces of all walls, floors, windows, exterior doors, garage doors and ceilings are designated as boundaries of a Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, windows, exterior doors and ceilings are a part of the Common Elements.

(b) Inclusions: Each Unit shall include the space and Improvements lying within the boundaries described in Subsection 4.3(a) above, and shall also include the spaces and the Improvements lying within such spaces containing all electrical switches; television, telephone, and electrical receptacles; light fixtures, boxes and switches; and any pipes, wires, ducts and conduits situated in the perimeter walls of the Unit serving only that Unit, and shall also include all space heating and air conditioning apparatus located within the Unit serving only that Unit.

(c) Exclusions: Except when specifically included by other provisions of Section 4.3, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Subsection 4.3(a) above; and all chutes, pipes, flues, ducts, wire, conduits, and other facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to other Units or Common Elements or both.

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

#### ARTICLE V - LIMITED COMMON ELEMENTS

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

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

(b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, garage doors and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit. The maintenance, repair, and replacement of such doors, windows and garage doors are the responsibility of the individual Unit Owners.

(c) Stairways, stoops and steps at the entrances to each building, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.

(d) Attic space above each Unit, if any, the use of which is limited to the Unit beneath it.

(e) All exterior doors, skylights and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.

(f) Any space heating, water heating and air conditioning apparatus lying outside the boundaries of a Unit and all electrical switches, television, telephone, and electrical receptacles and light switches serving one Unit exclusively, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit. The maintenance and replacement of air conditioner compressors is the responsibility of individual Unit Owners. As Limited Common Elements, however, replacement compressors are subject to the approval of the Condominium Association.

(g) Decks or patios, the use of which is limited to certain Units as shown on the Plans.

(h) Driveways leading to garages which are a part of the Unit.

(i) The mailbox is assigned as a Limited Common element to the Unit it serves.

(j) Any gas, electric, or water meter, if any, which serves only one Unit is assigned as a Limited Common element to the Unit so served.

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, including, but not limited to all of the drainage facilities, 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.** Notwithstanding the provisions of Section 6.1 and Section 6.2, each Unit Owner shall be responsible for removing all snow, leaves and debris from all stoops, decks, porches, stairs, patios and balconies which are Limited Common Elements appurtenant to his or her Unit. If any such Limited Common Element is appurtenant to two or more Units, the owners of those Units will be jointly responsible for such removal. Each Unit Owner shall be responsible for the maintenance, repair and replacement of those Limited Common Elements which include, but are not limited to, those described in Article V Subsections (e) and (f) 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. Specifically, buildings located in Danbury that contain more than two (2) Units will have a common water meter that serves the entire Building in the basement mechanical room of one of the Units. Attached hereto as Schedule A-7 is a list of each unit that will contain the Building's Water Meter.

**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**

The Executive Board of the Association, without need for a membership vote, is hereby authorized to create, to assign, and to reassign Limited Common Elements, by amendments to this Declaration, provided that any reassignment shall be made only with the prior written consent of the Unit Owner or Owners whose Unit or Units are affected. Those portions of the Common Elements shown as parking spaces on the Survey may be subsequently allocated as Limited Common Elements in accordance with Subsections 8.1 (b) and 12.1 of this Declaration.

## **ARTICLE VIII - DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS**

**Section 8.1 - Reservation of Development Rights.** The Declarant reserves the following Development Rights:

(a) The right to add to the Common Interest Community, from time to time, portions or all of the parcel of real property described on Schedule "A-6".

(b) The right to add Units, Common Elements, and Limited Common Elements in the location shown as "Development Rights and Special Declarant Rights Reserved in this Area" on the Survey and Plans.

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

(d) The right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land not designated "Development Rights and Special Declarant Rights Reserved in this Area" on the Survey for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the land designated "Development Rights and Special Declarant Rights Reserved in this Area" on the Survey. The Declarant also reserves the right (i) to grant easements to public utility companies, (ii) grant conservation and other easements to the City of Danbury and Town of Bethel, (iii) grant easements and rights of way for any and all purposes, and (iv) to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes.

(e) The right to withdraw real property from the Common Interest Community in the area(s) as designated "Development Rights and Special Declarant Rights Reserved in this Area" on the Survey.

(f) The right to enter into and/or modify agreements with the City of Danbury and Town of Bethel regarding the maintenance of drainage structures such as storm water detention basins or ditches, pipes and conservation areas.

(g) The right, in addition to the right to add the specified real property set forth in subsection (a) above to the Community, to add additional real property to the Community in accordance with C.G.S. Subsection 47-241.

Section 8.2 - Limitations on Development Rights. The Development Rights reserved in Section 8.1 are limited as follows:

(a) The Development Rights may be exercised at any time, but not more than twenty (20) years after the recording of the initial Declaration;

(b) Not more than two hundred ninety-two (292) additional Units may be created under the Development Rights;

(c) The quality of construction of any buildings and Improvements to be created on the Property shall be consistent with the quality of those constructed pursuant to this Declaration as initially recorded;

(d) All Units and Common Elements created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as the Units created under this Declaration as initially recorded.

Section 8.3 - Phasing of Development Rights. No assurances are made by the Declarant regarding the portions of the areas shown as "Development Rights and Special Declarant Rights Reserved in this Area" on the Plans and Survey as to the portions where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

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 and models, management offices, signs advertising the Common Interest Community;

(d) To use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community;

(e) To utilize the recreation amenities for marketing and sales purposes of any other purpose allowable by the Act, until after the last unit that may be created has been conveyed to a purchaser other than the Declarant;

(f) 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 3.9 of this Declaration.

(i) To all other rights provided by the Act

**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(s) owned by the Declarant or any portion of the Common Elements as a model Unit, sales office, and/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, within ninety (90) days after the sale of the last Unit, 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 that may be created to Unit Owners other than a Declarant;

(ii) two (2) years after all Declarant has 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) Except as otherwise provided in Subsection 8.9 (b), 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 any member of the Executive Board with or without cause, other than 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 (20) years after recording this Declaration, whichever is later. 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 allocated interests is attached as Schedule A-2. These interests have been allocated in accordance with the formulas set out in this Article IX. These formulas are to be used in reallocating interests if Units are added to the Common Interest Community.

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

(a) **Undivided Interest in the Common Elements.** The percentage of the undivided interest in the Common Elements allocated to each Unit is based on an equal share. For the first thirty-six (36) Units created, each would have  $1/36^{\text{th}}$  share (2.777778%) in the Common Interest Community.

(b) **Liability for the Common Expenses.** The percentage of liability for Common Expenses allocated to each Unit is based on an equal share. For the thirty-six (36) Units created, each would have  $1/36^{\text{th}}$  share (2.777778%) in the Common Interest Community. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XIX of this Declaration. For example, Unit Owners whose units are located within the boundaries of Danbury will be billed for water and sewer charges through the Association on a pro rated basis, since units in Danbury will not be individually metered. Budget projections are based upon average water consumption and rates in effect at the time of preparation. Unit Owners residing in Bethel will be billed directly by the utility for water and sewer charges.

(c) **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 as allocated 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:

(a) Each Unit is restricted to residential use as a one-family dwelling including customary home occupation in accordance with the Planning, Zoning and Building laws, rules and regulations of the City of Danbury and Town of Bethel, not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. If the Planning, Zoning and Building laws of the City of Danbury and Town of Bethel are in conflict as to uses allowed in a residential zone, the more stringent regulation creating the greater limitation shall apply for the entire Community. No sign indicating commercial or professional uses may be displayed outside a Unit. "Dwelling" shall mean a building capable of providing complete living quarters including complete kitchen and bathroom facilities. "Family" shall mean one or more persons related by blood, marriage or adoption living together as a single housekeeping unit, including foster children and/or domestic help, but not including paying guests, boarders or roomers. A group of not more than four unrelated persons-keeping house together shall be considered a family.

(b) Garages are restricted to use by the Unit to which such Garage is a Limited Common Element, as storage and as a parking space for vehicles, specifically excluding, however, trucks, commercial vehicles and campers.

(c) The use of Units and Common Elements is subject to the Bylaws and the Rules of the Association.

(d) 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.

(e) The Board, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on the Common Elements.

(f) There shall be no obstructions of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Executive Board, except as herein expressly provided. Each Unit Owner shall be obligated to maintain his own Unit and keep it in good order and repair.

(g) Nothing shall be done or kept in any Unit or the Common Elements which will increase the rate of insurance of the building or the contents thereof beyond the rates applicable for residential units without prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any of the buildings or the contents thereof or which would be in violation of any law.

No waste shall be committed in the Common Elements.

(h) No noxious or offensive activities shall be carried on in the Unit or in the Common Elements, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other owners or occupants.

(i) Nothing shall be done to any Unit, or on, or in the Common Elements which will impair the structural integrity of the building or which will structurally change the buildings.

(j) No industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise may be conducted, maintained or permitted on any part of the Property except as permitted in Subsection (a) hereof. No vehicles of any kind, other than an automobile, including campers, trailers, boats, motorbikes and motorcycles, may be parked or stored on any part of the Property, except in an area specifically designated therefor, if any, except those vehicles temporarily on the Property for purposes of servicing the Property itself or one of the Units. No use or practice shall be permitted on the Property which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction hereof shall be observed. For purposes of this Subsection (j), all motor vehicle laws of the State of Connecticut will apply to the private drives of the Property and all operators of any vehicles of any kind, including but not limited to minibikes, snowmobiles, trailers, go-carts and the like, must be licensed.

(k) The Executive Board shall have the power to make such regulations as may be necessary to carry out the intent of these use restrictions. The Executive Board shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$50. For each day that a violation continues after notice, it shall be considered a separate violation. Any fine so levied is to be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Executive Board in the same manner as it is entitled to enforce collection of Common Expenses.

**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.

A Unit may not be leased or rented for a term of less than twelve (12) months, without the express written consent of the Executive Board. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association. Any lessee or tenant shall, in all respects, be subject to the terms and conditions of this Declaration, the Bylaws, and any rules and regulations adopted hereunder.

**Section 10.3 - 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) 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 (b) enforce any other rights against the tenant for the violation which the Unit Owner as landlord could lawfully have exercised directly against the tenant, including any right to bring a summary process action under Chapter 832 of the Connecticut General Statutes. The rights granted under this subparagraph (b) may only be exercised if the tenant or Unit Owner fails to cure the violation within ten (10) days after the Association notifies the tenant and Unit Owner of that violation pursuant to the procedures for Notice and Hearing.

Unless the lease otherwise provides, this Section 10.3 does not:



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

## 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 - Allocation of Limited Common Elements Not Previously Allocated.** A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to provisions of this Declaration. The allocations shall be made by amendment to this Declaration.

**Section 12.2 - Reallocation of Depicted Limited Common Elements.** Limited Common Element depicted on the Survey or Plans may be reallocated by an amendment to this Declaration pursuant to this Article. 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 provide an 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 - Additions, Alterations and Improvements by Unit Owners.

#### (a) Unit Owner:

(i) May make any improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community;

(ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without the written permission of the Executive Board;

(iii) After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in

whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this subdivision is not an alteration of boundaries.

(b) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 13.1(a)(ii). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.

(c) Any applications to any department or to any governmental authority for a permit to make any additions, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(d) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

The provisions of this Section shall not apply to the Declarant in the exercise of any Special Declarant Right.

**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 XIII, 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 reallocations 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 Interest 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. The Association shall prepare and record Surveys or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers. The applicants shall pay for the costs of preparation of the Amendment and 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 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 Unanimous Consent Required.** Except to the extent expressly permitted or required by other provisions of the Act and this Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of any Unit, or the uses to which any Unit is restricted in the absence of unanimous consent of the Unit Owners.

**Section 15.5 - Execution of Amendments.** Amendments to this Declaration required by the Act 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.** To exercise any Development Right reserved under Section 8.1 of this Declaration, the Declarant shall prepare, execute and record an amendment to the Declaration. If necessary, the Declarant shall also record either new Surveys and Plans necessary to conform to the requirements of subsections (a), (b) and (d) of Section 47-228 of the Act or new certifications of Schedules A-3 and A-4 previously recorded if the Schedules otherwise conform to the requirements of those Subsections.

The amendment to the Declaration shall assign an identifying number to each new Unit created and reallocate the Allocated Interests among all Units. The amendment shall describe any Common Elements and any Limited Common Elements created thereby and designate the Unit to which each Limited Common Element is allocated to the extent required by Subsection 47-227(a) of the Act.

## **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 ninety (90) 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 in an amount equal to or greater than 10% of the then current annual budget of the Association.

### Section 18.4 - Consent Required.

(a) **Document Changes.** Notwithstanding any lower requirement permitted by this Declaration or the Act and subject to the express limitations of the requirement of such consent as set forth in Subsection (b) hereof, 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 or Special Development Rights. 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) **Development Rights and Special Declarant Rights:** It is expressly understood that no prior consent is necessary with regard to amendments or changes to the Documents resulting from the exercise by the Declarant of any Development Rights or any Special Declarant Rights. Such rights may be exercised by the Declarant without the consent or approval of any Eligible Mortgagee, Eligible Insurer or any other person or entity.

(c) **Actions.** Notwithstanding any lower requirement permitted by this Declaration or Chapter 828 of the Connecticut General Statutes, and subject to the limitations set forth in subsection (b) above, the Association may not take any of the following actions without the approval of at least fifty-one percent (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 percent (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 or Special Development Rights.

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

(e) 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 - 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 18.6 - 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 18.7 - 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 18.8 - 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.

**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) Until such time as a Building receives a Certificate of Occupancy, the Declarant may elect to pay all expenses relating to the Building, in lieu of common charges being assessed against the individual Units in such Building.

(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 such 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

(g) Upon the sale or conveyance of a Unit in the Condominium by a Unit Owner other than the Declarant, the Unit Owner shall pay to the Association an amount equal to twice the monthly common charge then in effect for said Unit. Said sum to be utilized by the Association for common expenses.

#### 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 52-204 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.

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**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 special assessment not included in the current budget, other than one enumerated in Section 19.3 of this Declaration, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such special assessment 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 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 percent (51 %) 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 City of Danbury and Town of Bethel 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.** Commencing not later than the time of the first conveyance of a Unit, the Executive Board, to the extent reasonably available, 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 their respective last known addresses.

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

#### **(a) Property insurance covering:**

**(i)** The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any improvements and betterments whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under

building coverage), but excluding land, excavations, portions of foundation below the undersurfaces of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; 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.

(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: "Timber Oak Association, Inc. 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 \$2,000,000, 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.

**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 that is damaged or destroyed and

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 lien holders 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 amount(s) 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 City of Danbury and Town of Bethel from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

#### ARTICLE XXIV - MAINTENANCE, REPAIR AND REPLACEMENT

**Section 24.1 - 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 as provided in Articles V and VI hereof.

**Section 24.2 - 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 24.3 - Access.** Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations, or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires, and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time. Specifically, buildings located in Danbury will have a common water meter that serves the entire Building in the basement mechanical room of one of the Units. Attached hereto as Schedule A-7 is a list of each Unit that will contain the building's water meter.

**Section 24.4 - 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 or Limited Common Element, as applicable. 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 XXV - RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

**Section 25.1 - 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 25.2 - 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 25.3 - 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 XXVI - OPEN MEETINGS

**Section 26.1 - Access.** All meetings of the Executive Board, at which action is to be taken by vote at such meeting, shall be open to the Unit Owners, except as hereafter provided.

**Section 26.2 - Notice.** Notice of every such meeting shall be given not less than 24 hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the office of the Association, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

**Section 26.3 - Executive Sessions.** Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owner, in either or the following situations only:

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

## ARTICLE XXVII - EXECUTIVE BOARD

**Section 27.1 - 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 27.2 - 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;
- (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 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 5 of the Act;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one 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.

**Section 27.3 - Executive Board Limitations.** The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

## ARTICLE XXVIII- 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 XXIX - MISCELLANEOUS

**Section 29.1 - 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 29.2 - 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 29.3 - 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 29.4 - 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 29.5 - Conflict.** The Documents are intended 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.

**Section 29.6 - Limited Liability.** The obligations of the Declarant under this Declaration to the extent permitted by law shall be those solely of the Declarant entity, a limited liability company formed under the laws of the State of Delaware and of the property, real and personal, owned by the Declarant entity. There shall be no personal liability imposed on any partners constituting the Declarant from which such liability or responsibility the members or managers are released.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 28<sup>th</sup> day of September, 2006.

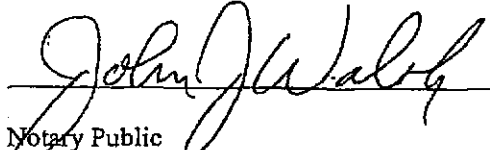
Signed, Sealed and Delivered  
in the Presence of:

BETHEL DANBURY TWO, LLC  
By: BAKER RESIDENTIAL LIMITED PARTNERSHIP  
Its Managing Member  
By: BAKER COMPANIES, INC.  
Its Managing Member

By   
Name: DEVIN J. DOHERTY  
Title: VICE PRESIDENT

STATE OF ~~NEW YORK~~ <sup>CONNECTICUT</sup> )  
COUNTY OF ~~WESTCHESTER~~ <sup>FAIRFIELD</sup> ) ss: DANBURY

The foregoing instrument was acknowledged before me this 28<sup>TH</sup> day of SEPT., 2006 by KEVIN J. DOHERTY an officer of Baker Companies, Inc., the Managing Member of Bethel Danbury Two, LLC, a Delaware Limited Liability Company, on behalf of the limited liability company.

  
Notary Public

**JOHN J. WALSH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES FEB. 28, 2010

SCHEDULE A-1  
DESCRIPTION OF LAND  
TIMBER OAK

All that certain piece or parcel of land situate in the Towns of Bethel and Danbury, County of Fairfield, State of Connecticut as shown on map entitled "Perimeter Survey Lexington Crossing, Grassy Plain Street, Mansfield Street, Liberty Street and Manion Lane, Bethel and Danbury, Conn., prepared for Bethel Danbury One, LLC and Bethel Danbury Two, LLC" dated July 17, 2003, scale 1"=60', prepared by CCA, LLC of Brookfield Connecticut, which map is recorded in the Town of Bethel on December 4, 2003 as Map File 24, Map 118A, 118B, and 118C and in the City of Danbury on December 4, 2003 as Map 11536, 11537 and 11538 and being more particularly bounded and described as follows:

PARCEL B (PART 2)

Beginning at a point of the Easterly highway line of said Grassy Plain Street and the Northwesterly corner of lands belonging now or formerly to Paradise Family L.P.; Thence along the Easterly highway line of said Grassy Plain Street N27°35'33"E 201.00' to a point on the Southwesterly corner of lands belonging now or formerly to Eversouth LLC; Thence along the Northerly line of lands belonging to said Eversouth LLC S80°45'57"E 530.34' to a point on the Westerly right-of-way line of lands belonging now or formerly to CONRAIL; Thence along the Westerly right-of-way of land belonging to said CONRAIL S21°11'27"E 145.00' to a point on the Southeasterly corner of lands belonging now or formerly to the Town of Bethel; Thence the following two courses S55°11'03"W 239.67', N69°14'27"W 505.00' to the point or place of beginning.

Said parcel containing 3.32 +/- Acres.

PARCEL B (PART 1)

Beginning at a point on the Westerly highway line of Grassy Plain Street and the Southeasterly corner of lands belonging now or formerly to Robert J. and Tracy Edwards; Thence along the Westerly highway line of said Grassy Plain Street the following two courses S24°16'00"W 172.58'; S36°35'00"W 91.08' to a point; Thence the following N67°31'52"W 675.00', S00°10'11"E 190.00', S61°12'17"E 525.00', S48°23'00"W 238.90', S31°58'30"W 197.94', S36°30'20"W 21.82' to a point on the Northeasterly corner of lands belonging now or formerly to Peter A. and Gerald DiMasi; Thence the following N64°20'12"W 133.75', N45°53'07"W 96.32', N33°19'07"W 108.62', S33°57'23"W 214.25', N59°58'20"W 163.57', N21°51'20"E 222.00', N69°29'40"W 47.83', N21°59'20"E 79.66', N64°49'10"W 72.98', S22°11'20"W 285.00', N60°45'40"W 120.55', N10°37'43"E 146.36', N83°57'36"W 113.50', N02°34'38"E 121.59', N02°34'38"E 61.99', S85°26'14"W 114.96', N06°49'46"W 440.76',

N72°23'14"E 110.00', N11°09'14"E 150.00', S85°04'14"W 194.00', N02°06'46"W 227.26', N15°03'46"W 406.56', N82°12'14"E 250.00', N18°02'16"W 535.00', N71°57'44"E 50.00', N80°01'14"E 395.12', N80°59'44"E 576.60' to a point on the Westerly street line of Manion Lane; Thence along the Westerly street line of said Manion Lane the following two courses S16°14'37"E 75.23', S25°07'43"E 100.32' to a point; Thence the following: S42°21'17"W 162.95', S63°05'17"W 229.20', S09°31'43"E 175.14', S21°57'43"E 751.00', S13°48'43"E 146.00', S08°48'17"W 317.25', N75°22'59"E 456.91', S05°25'16"E 99.48', S68°15'00"E 150.00' to the point or place of beginning.

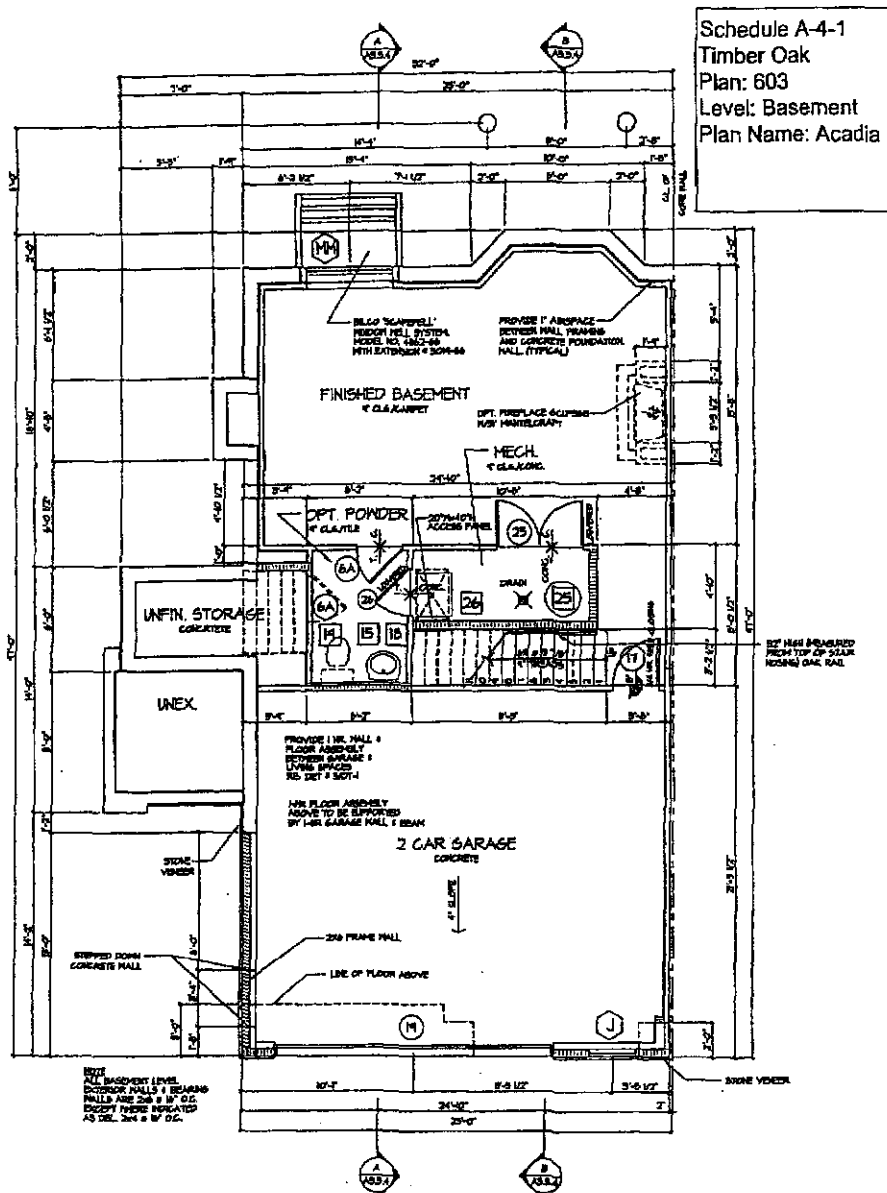
Said parcel containing 49.39 +/- Acres.

# SCHEDULE A-2 TABLE OF INTERESTS

## PHASE I

### TIMBER OAK

Bldg. No.	Unit No.	Street Address	Unit Type	Square Footage	Vote	Undivided Interest in Common Element	Common Charge Assessments	Town
1	101	10 Tucker Street	603	2,008	1.00	2.777778%	2.777778%	Danbury
1	102	9 Tucker Street	640	1,753	1.00	2.777778%	2.777778%	Danbury
1	103	8 Tucker Street	640	1,753	1.00	2.777778%	2.777778%	Danbury
1	104	7 Tucker Street	640	1,753	1.00	2.777778%	2.777778%	Danbury
1	105	6 Tucker Street	640	1,753	1.00	2.777778%	2.777778%	Danbury
1	106	5 Tucker Street	640	1,753	1.00	2.777778%	2.777778%	Danbury
1	107	4 Tucker Street	640	1,753	1.00	2.777778%	2.777778%	Danbury
1	108	3 Tucker Street	603	2,008	1.00	2.777778%	2.777778%	Danbury
2	201	1 Paulding Terrace	609	2,308	1.00	2.777778%	2.777778%	Danbury
2	202	2 Paulding Terrace	605	1,740	1.00	2.777778%	2.777778%	Danbury
2	203	3 Paulding Terrace	605	1,740	1.00	2.777778%	2.777778%	Danbury
2	204	4 Paulding Terrace	605	1,740	1.00	2.777778%	2.777778%	Danbury
2	205	5 Paulding Terrace	605	1,740	1.00	2.777778%	2.777778%	Danbury
2	206	6 Paulding Terrace	609	2,308	1.00	2.777778%	2.777778%	Danbury
3	301	7 Paulding Terrace	609	2,308	1.00	2.777778%	2.777778%	Danbury
3	302	8 Paulding Terrace	605	1,740	1.00	2.777778%	2.777778%	Danbury
3	303	9 Paulding Terrace	605	1,740	1.00	2.777778%	2.777778%	Danbury
3	304	10 Paulding Terrace	643	1,896	1.00	2.777778%	2.777778%	Danbury
3	305	11 Paulding Terrace	643	1,896	1.00	2.777778%	2.777778%	Danbury
3	306	12 Paulding Terrace	605	1,740	1.00	2.777778%	2.777778%	Danbury
3	307	13 Paulding Terrace	605	1,740	1.00	2.777778%	2.777778%	Danbury
3	308	14 Paulding Terrace	609	2,308	1.00	2.777778%	2.777778%	Danbury
4	401	15 Paulding Terrace	609	2,308	1.00	2.777778%	2.777778%	Danbury
4	402	16 Paulding Terrace	605	1,740	1.00	2.777778%	2.777778%	Danbury
4	403	17 Paulding Terrace	605	1,740	1.00	2.777778%	2.777778%	Danbury
4	404	18 Paulding Terrace	605	1,740	1.00	2.777778%	2.777778%	Danbury
4	405	19 Paulding Terrace	605	1,740	1.00	2.777778%	2.777778%	Danbury
4	406	20 Paulding Terrace	609	2,308	1.00	2.777778%	2.777778%	Danbury
5	501	21 Paulding Terrace	603	2,008	1.00	2.777778%	2.777778%	Danbury
5	502	22 Paulding Terrace	640	1,753	1.00	2.777778%	2.777778%	Danbury
5	503	23 Paulding Terrace	640	1,753	1.00	2.777778%	2.777778%	Danbury
5	504	24 Paulding Terrace	640	1,753	1.00	2.777778%	2.777778%	Danbury
5	505	25 Paulding Terrace	640	1,753	1.00	2.777778%	2.777778%	Danbury
5	506	26 Paulding Terrace	640	1,753	1.00	2.777778%	2.777778%	Danbury
5	507	27 Paulding Terrace	640	1,753	1.00	2.777778%	2.777778%	Danbury
5	508	28 Paulding Terrace	603	2,008	1.00	2.777778%	2.777778%	Danbury
					36.00	100.000000%	100.000000%	



## UNIT 603 -- BASEMENT PLAN



Empire State Building  
350 Fifth Ave. Suite 1221  
New York, NY 10001-1221  
Phone: (212) 967-3298  
[www.EDArchitecture.com](http://www.EDArchitecture.com)  
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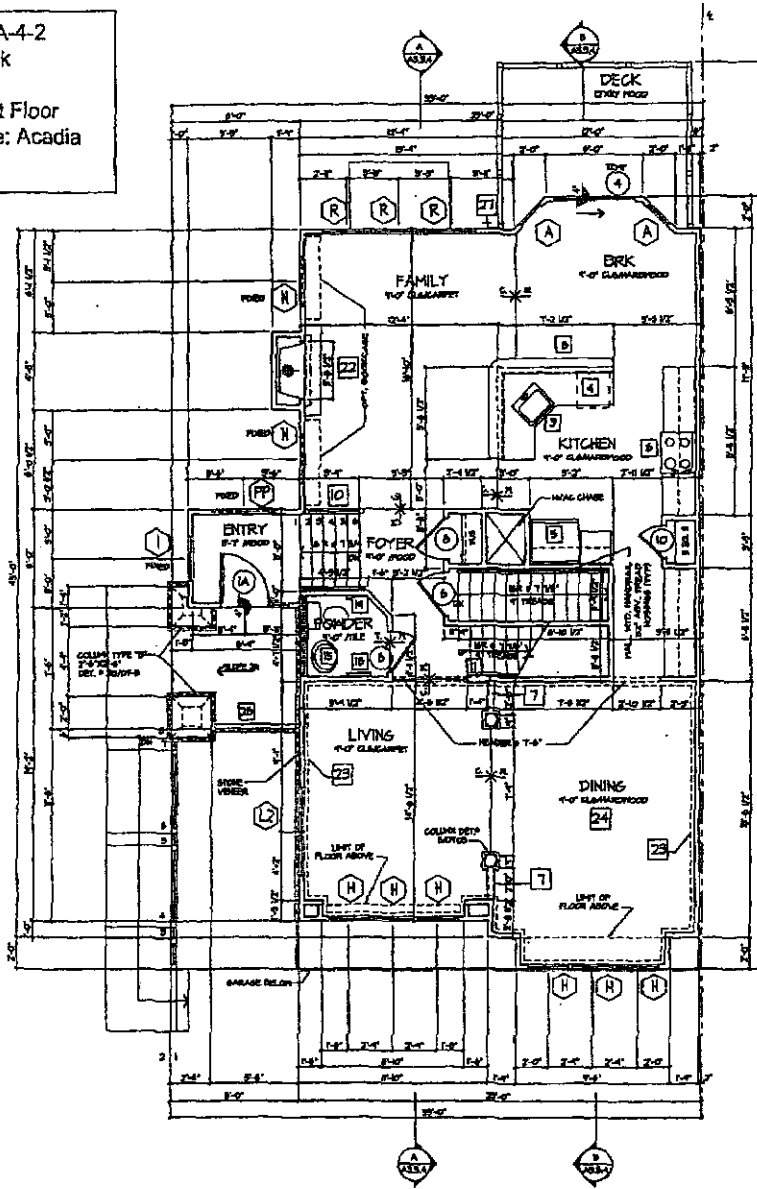
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Book:1884,Page:168

Schedule A-4-2  
Timber Oak  
Plan: 603  
Level: First Floor  
Plan Name: Acadia

Bldg.	Unit	Address	Type
#1	#101	10 Tucker Street	Buried
#1	#108	3 Tucker Street	Buried
#5	#601	21 Paulding Terrace	Buried
#5	#606	28 Paulding Terrace	Buried



THE VILLAGES @ TIMBER OAK UNIT 603 - FIRST FLOOR PLAN



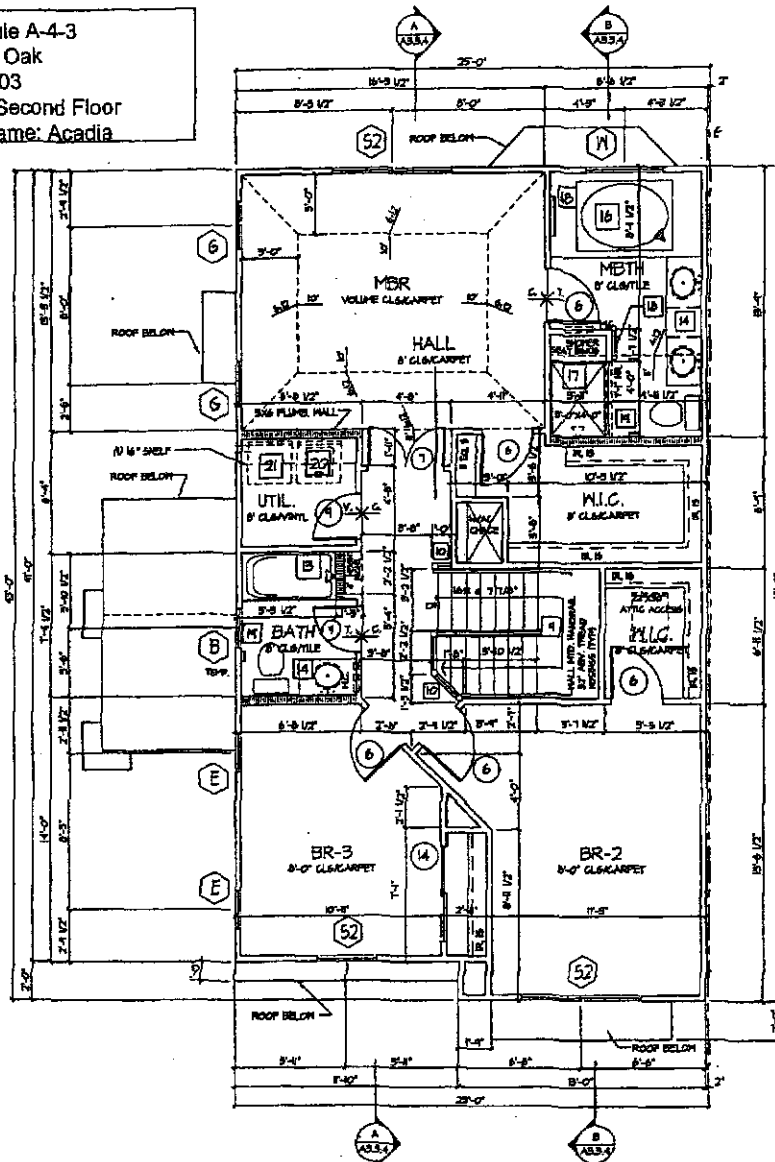
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NTS



Schedule A-4-3  
Timber Oak  
Plan: 603  
Level: Second Floor  
Plan Name: Acadia

Unit #101 Buried  
#102 Buried  
#103 Buried  
#501 Buried  
#502 Buried  
#503 Buried  
#504 Buried  
#505 Buried



THE VILLAGES @ TIMBER OAK UNIT 603 - SECOND FLOOR PLAN

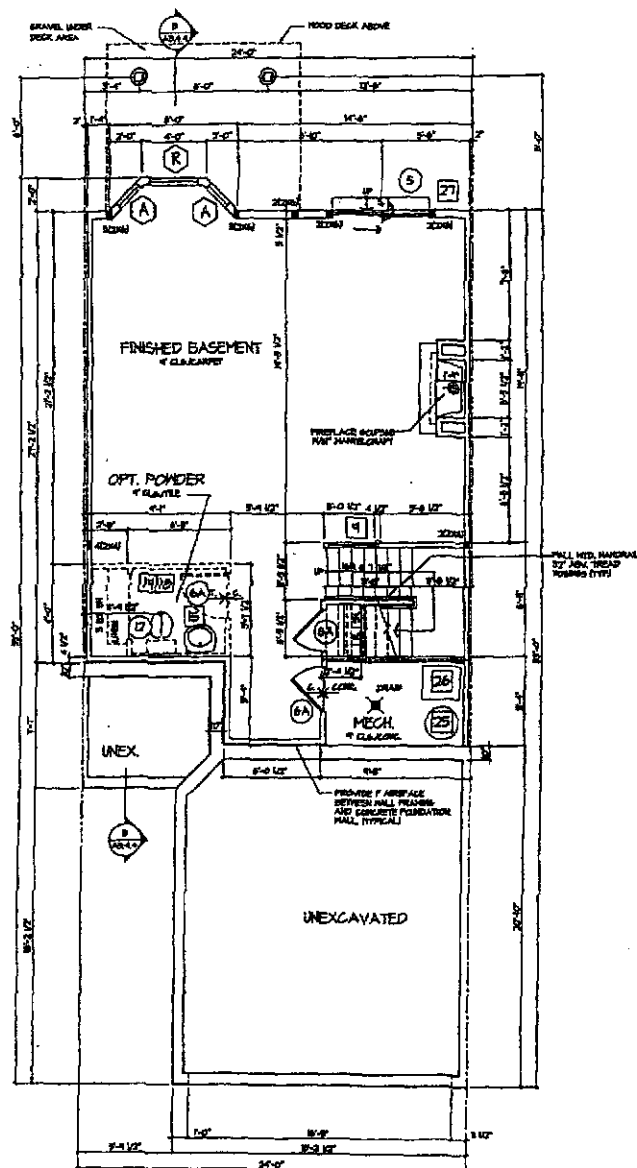


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Unit	Bldg.	Address	Type	Unit	Bldg.	Address	Type
# 202	3	2 Paulding Terrace	605 WO	# 307	3	12 Paulding Terrace	605 WO
# 203	2	3 Paulding Terrace	605 WO	# 308	3	13 Paulding Terrace	605 WO
# 204	2	4 Paulding Terrace	605 WO	# 402	4	16 Paulding Terrace	605 WO
# 205	2	5 Paulding Terrace	605 WO	# 403	4	17 Paulding Terrace	605 WO
# 302	3	8 Paulding Terrace	605 WO	# 404	4	18 Paulding Terrace	605 WO
# 303	3	8 Paulding Terrace	605 WO	# 405	4	19 Paulding Terrace	605 WO



THE VILLAGES @ TIMBER OAK

UNIT 605 - BASEMENT PLAN

WALKOUT CONDITION  
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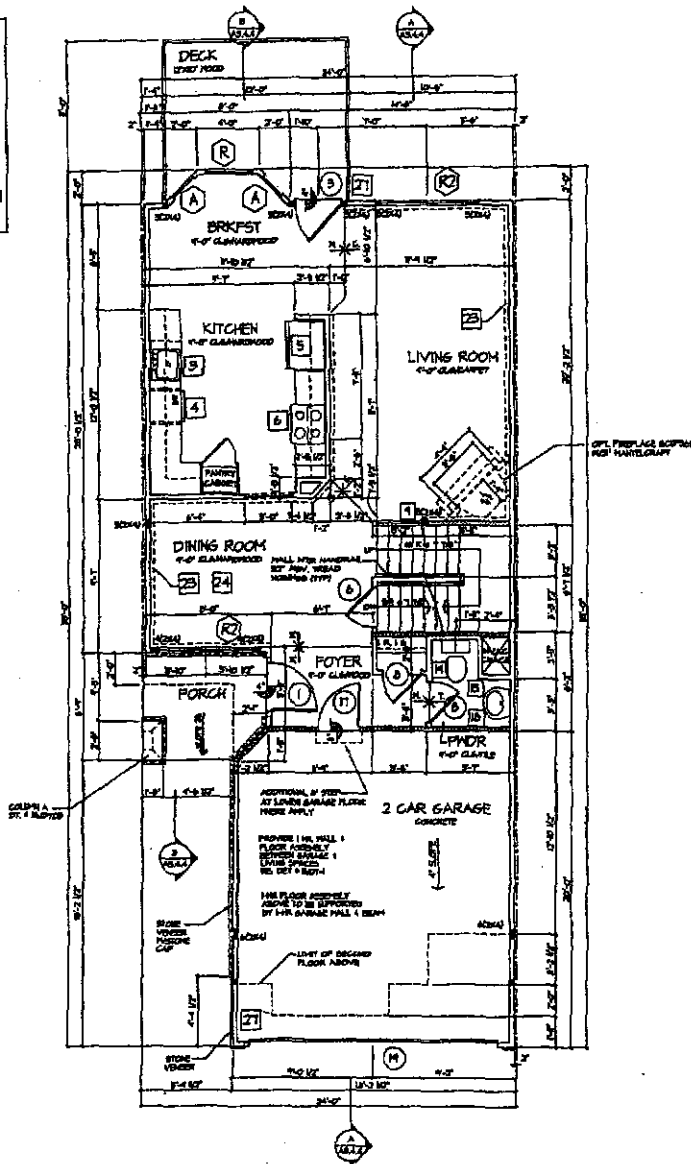
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Schedule A-4-5  
Timber Oak  
Plan: 605  
Level: First Floor -  
Walkout Basement  
Condition  
Plan Name: Franklin

Type	605 WO
Address	12 Paulding Terrace
Unit	# 306
Bldg.	# 3
Type	605 WO
Address	13 Paulding Terrace
Unit	# 307
Bldg.	# 3
Type	605 WO
Address	16 Paulding Terrace
Unit	# 402
Bldg.	# 4
Type	605 WO
Address	17 Paulding Terrace
Unit	# 403
Bldg.	# 4
Type	605 WO
Address	18 Paulding Terrace
Unit	# 404
Bldg.	# 4
Type	605 WO
Address	2 Paulding Terrace
Unit	# 202
Bldg.	# 2
Type	605 WO
Address	3 Paulding Terrace
Unit	# 203
Bldg.	# 2
Type	605 WO
Address	4 Paulding Terrace
Unit	# 204
Bldg.	# 2
Type	605 WO
Address	5 Paulding Terrace
Unit	# 205
Bldg.	# 2
Type	605 WO
Address	8 Paulding Terrace
Unit	# 302
Bldg.	# 3
Type	605 WO
Address	9 Paulding Terrace
Unit	# 303
Bldg.	# 3



THE VILLAGES @ TIMBER OAK

UNIT 605 - FIRST FLOOR PLAN



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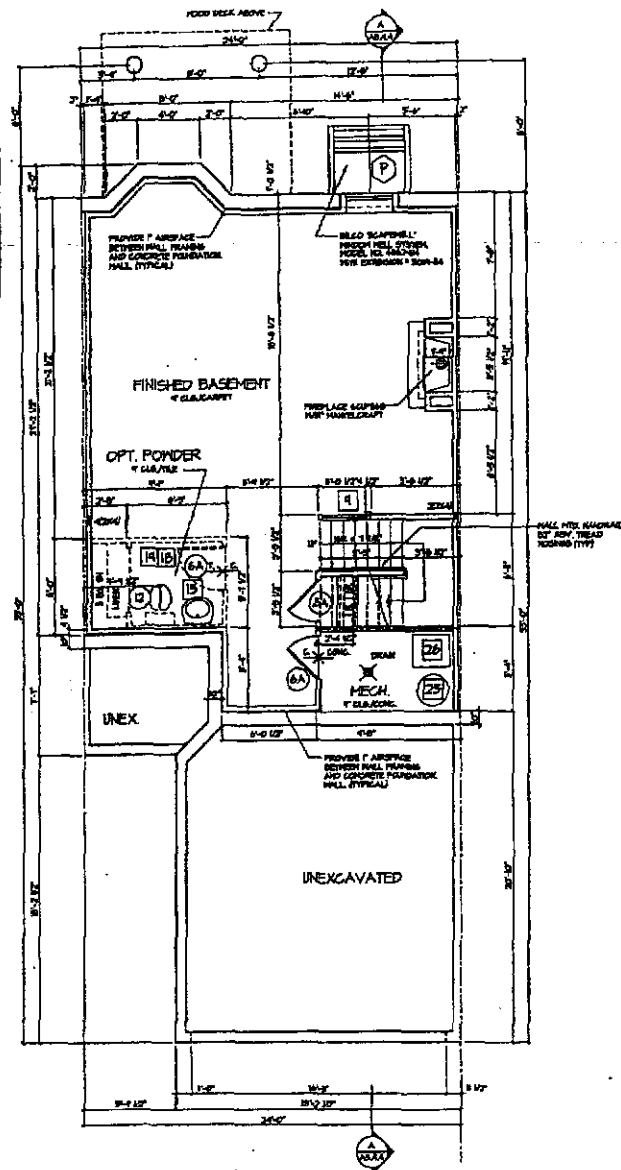
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## UNIT 605 - BASEMENT PLAN

NON-WALKOUT CONDITION  
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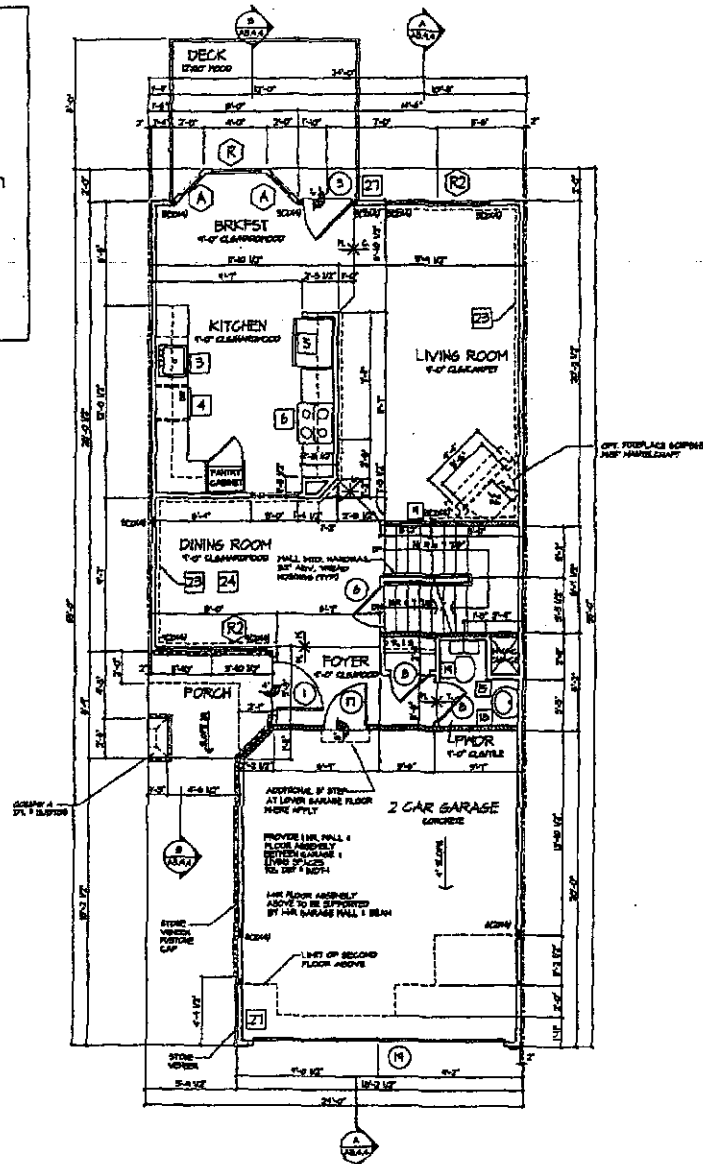
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Schedule A-4-8  
 Timber Oak  
 Plan: 605  
 Level: First Floor -  
 Buried Basement  
 Condition  
 Plan Name: Franklin



THE VILLAGES @ TIMBER OAK

UNIT 605 - FIRST FLOOR PLAN

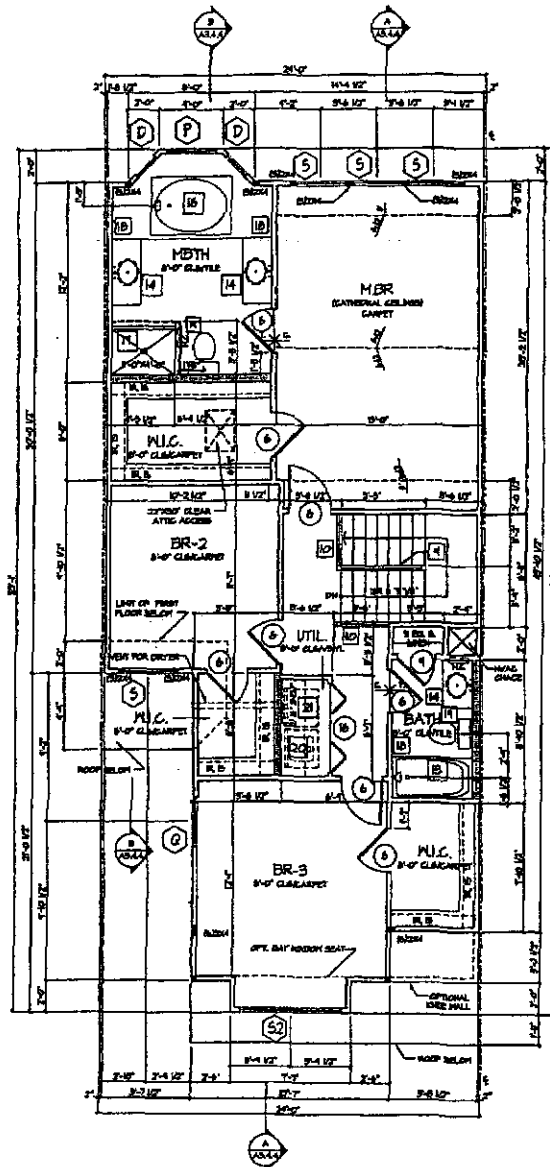
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Schedule A-4-9  
Timber Oak  
Plan: 605  
Level: Second Floor  
- Buried Basement  
Condition  
Plan Name: Franklin



THE VILLAGES @ TIMBER OAK UNIT 605 - SECOND FLOOR PLAN



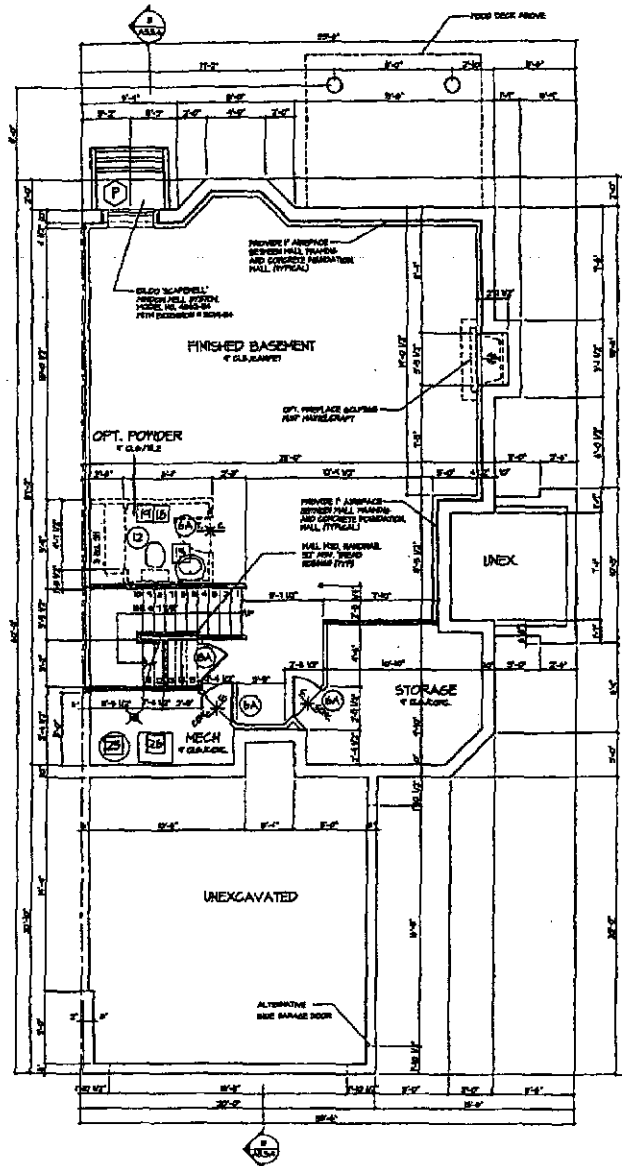
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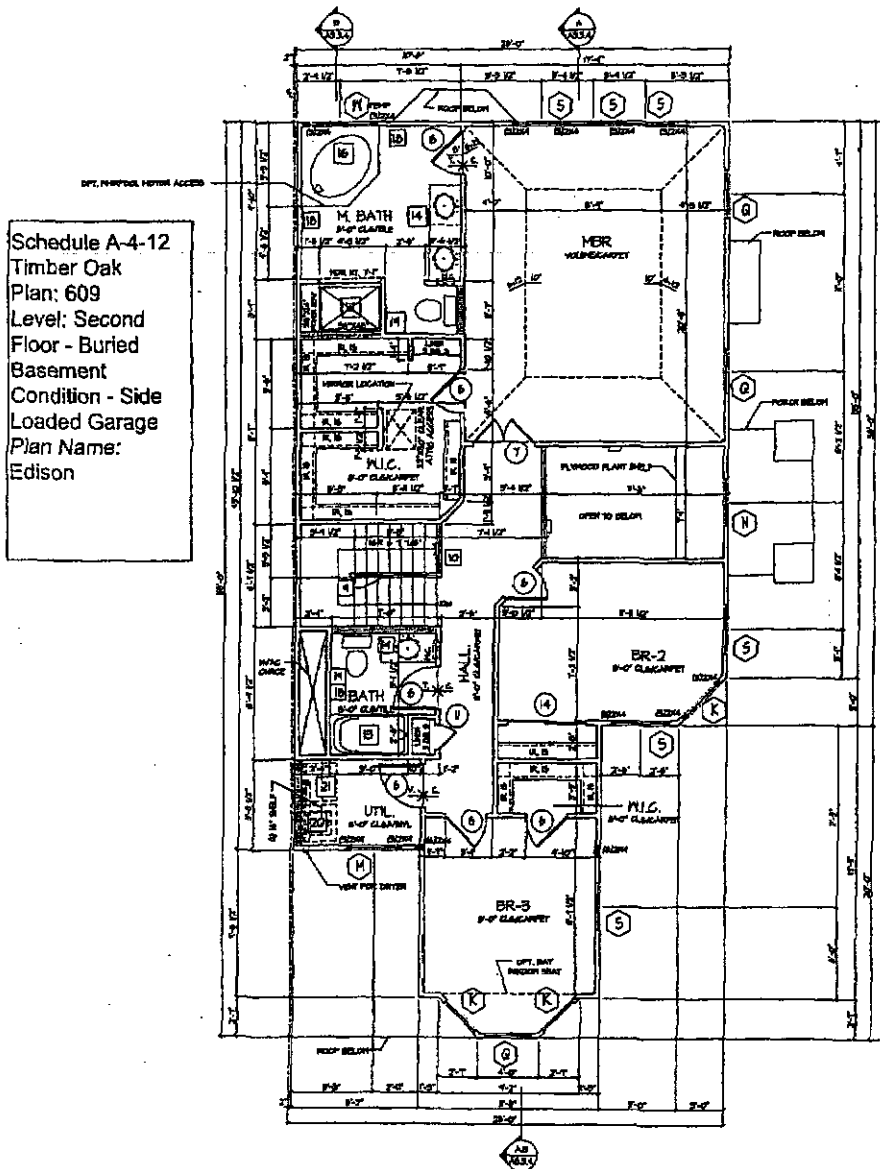
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Schedule A-4-10  
Timber Oak  
Plan: 609  
Level: Basement  
- Buried  
Condition - Side  
Loaded Garage  
Plan Name:  
Edison









THE VILLAGES @ TIMBER OAK UNIT 609 - SECOND FLOOR PLAN



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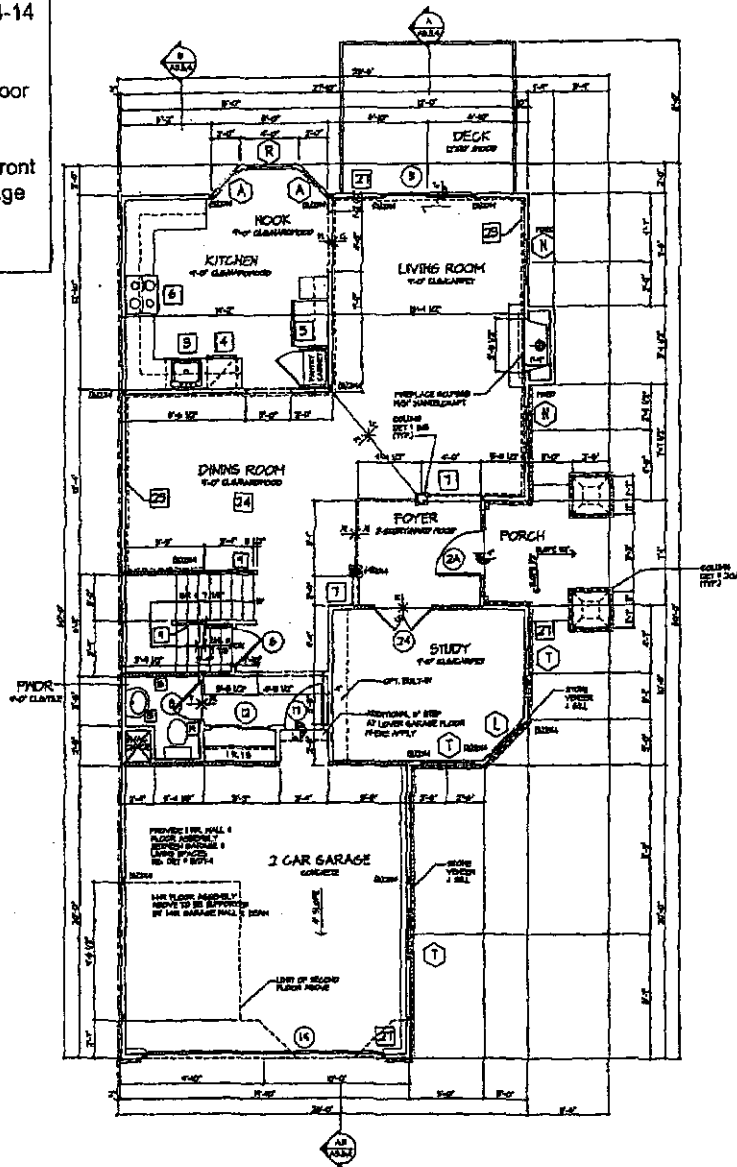
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Schedule A-4-14  
 Timber Oak  
 Plan: 609  
 Level: First Floor  
 - Buried  
 Basement  
 Condition - Front  
 Loaded Garage  
 Plan Name:  
 Edison



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NON-WALKOUT CONDITION - FRONT GARAGE  
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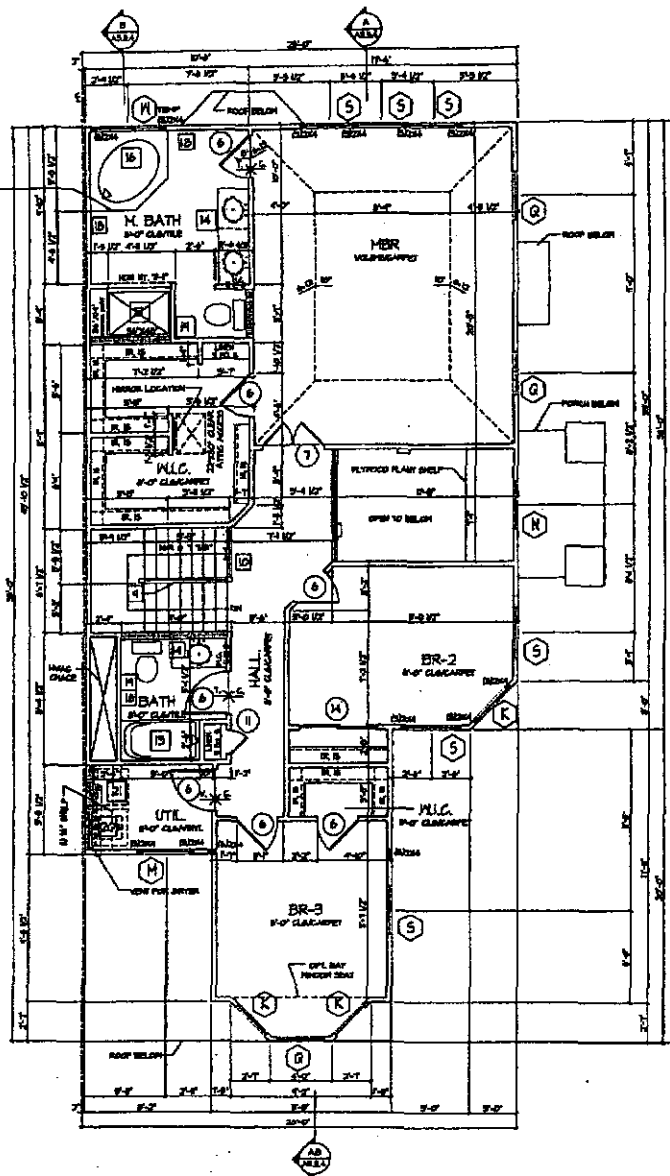
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Schedule A-4-15  
Timber Oak  
Plan: 609  
Level: Second Floor -  
Buried Basement  
Condition - Front  
Loaded Garage  
Plan Name: Edison



THE VILLAGES @ TIMBER OAK UNIT 609 -- SECOND FLOOR PLAN



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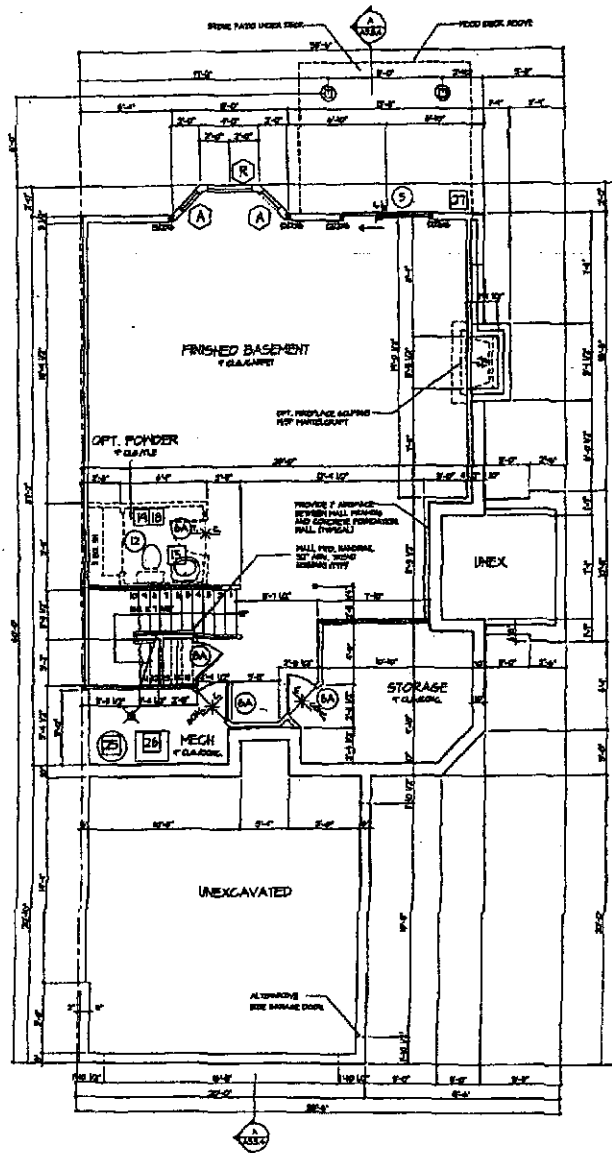
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Schedule A-4-16  
 Timber Oak  
 Plan: 609  
 Level: Basement  
 - Walk Out  
 Condition - Side  
 Loaded Garage  
 Plan Name:  
 Edison

Type  
 Address  
 14 Paulding Terrace 609 WO  
 Side Entry Garage  
 Unit  
 # 308  
 Bldg.  
 # 3



THE VILLAGES @ TIMBER OAK

UNIT 609 -- BASEMENT PLAN

WALKOUT CONDITION  
 BAKER RESIDENTIAL



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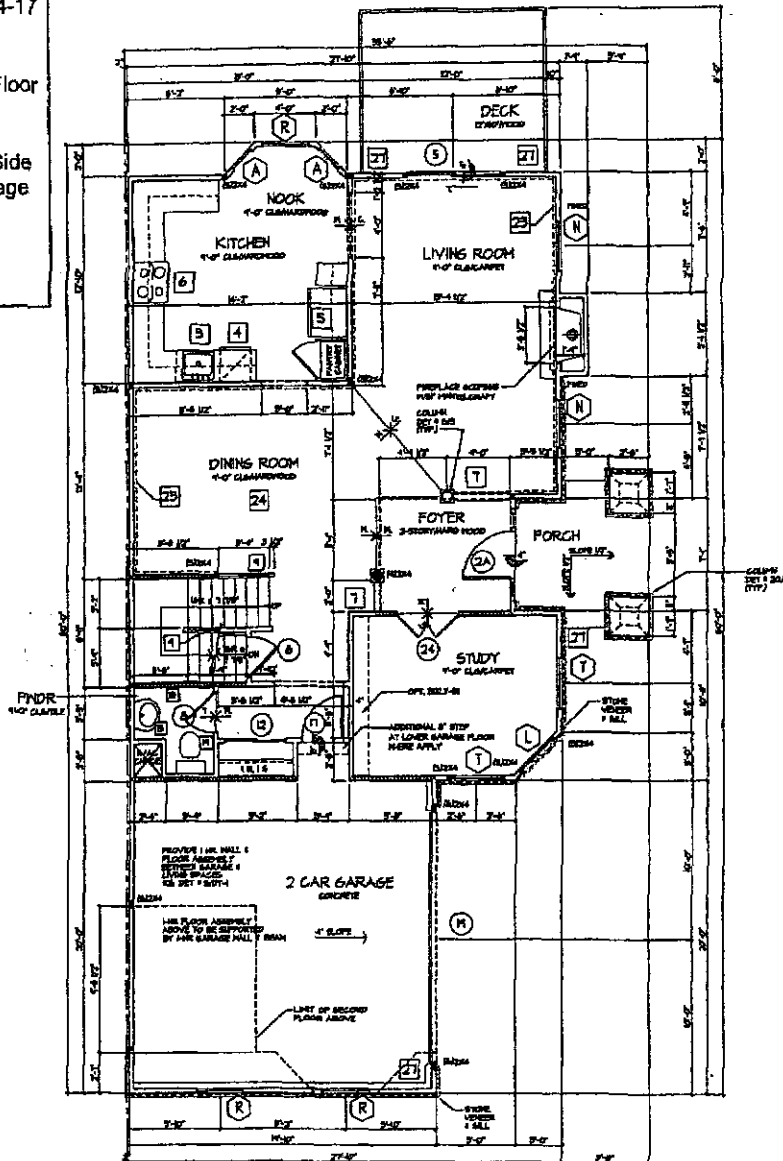
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Schedule A-4-17  
Timber Oak  
Plan: 609  
Level: First Floor  
- Walk Out  
Basement  
Condition - Side  
Loaded Garage  
Plan Name:  
Edison

Bldg. # 3  
Unit # 308  
Address 14 Peabody Terrace 609 WO  
Type Side Entry Garage



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UNIT 609 - FIRST FLOOR PLAN

WALKOUT CONDITION - SIDE GARAGE  
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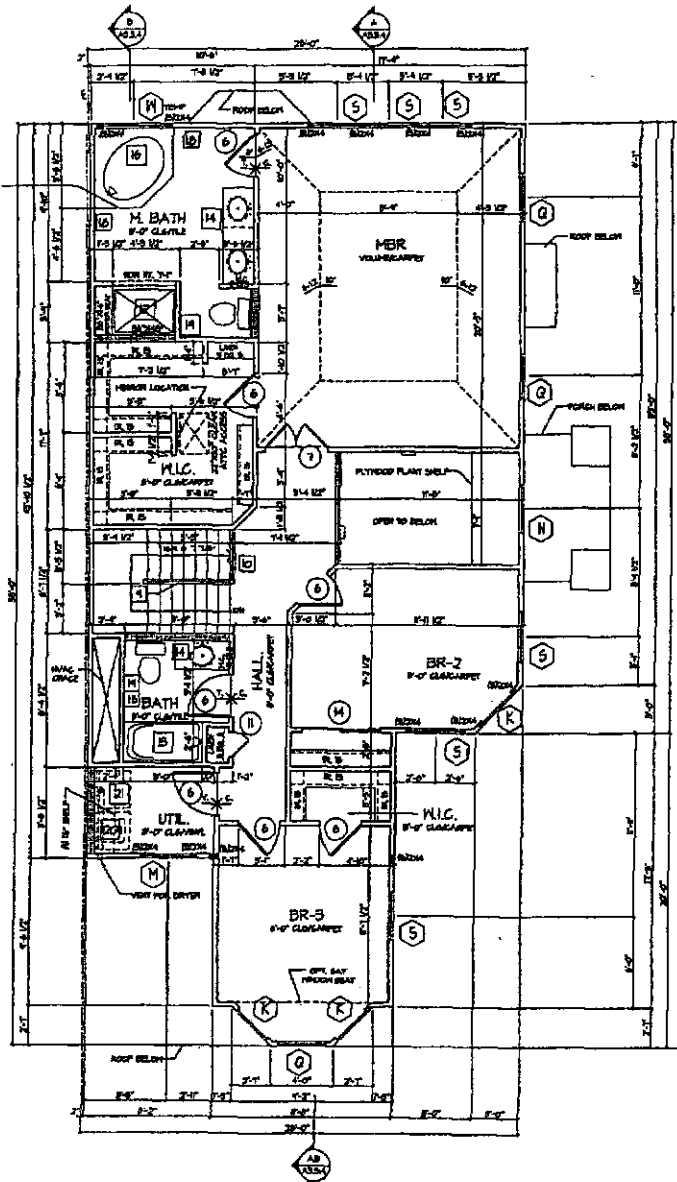
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Schedule A-4-18  
 Timber Oak  
 Plan: 609  
 Level: Second Floor -  
 Walk Out Basement  
 Condition - Side  
 Loaded Garage  
 Plan Name: Edison

Bldg. # 3  
 Unit # 308  
 Address 14 Paulding Terrace 603 WO  
 Type Side Entry Garage



THE VILLAGES @ TIMBER OAK UNIT 609 - SECOND FLOOR PLAN



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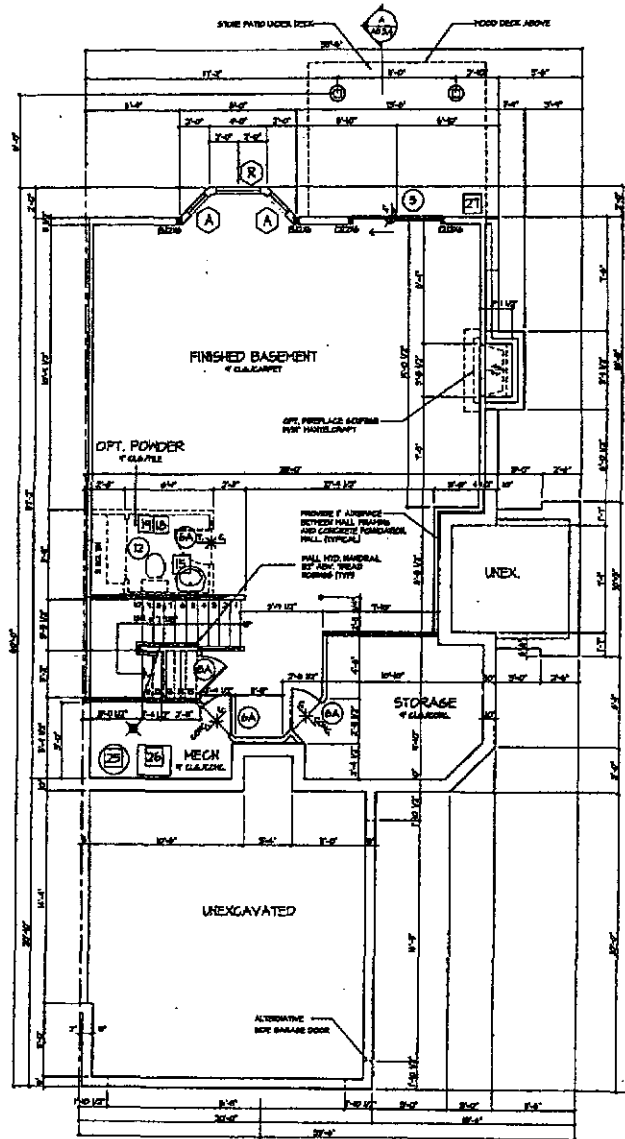
WALKOUT CONDITION  
 BAKER RESIDENTIAL

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Schedule A-4-19  
Timber Oak  
Plan: 609  
Level: Basement  
- Walk Out  
Basement  
Condition - Front  
Loaded Garage  
Plan Name:  
Edison

Type	Address	Unit	Blldg.
609 WO	1 Paulding Terrace	# 201	# 2
609 WO	6 Paulding Terrace	# 206	# 2
609 WO	7 Paulding Terrace	# 301	# 3
609 WO	15 Paulding Terrace	# 401	# 4
609 WO	20 Paulding Terrace	# 406	# 4



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UNIT 609 - BASEMENT PLAN

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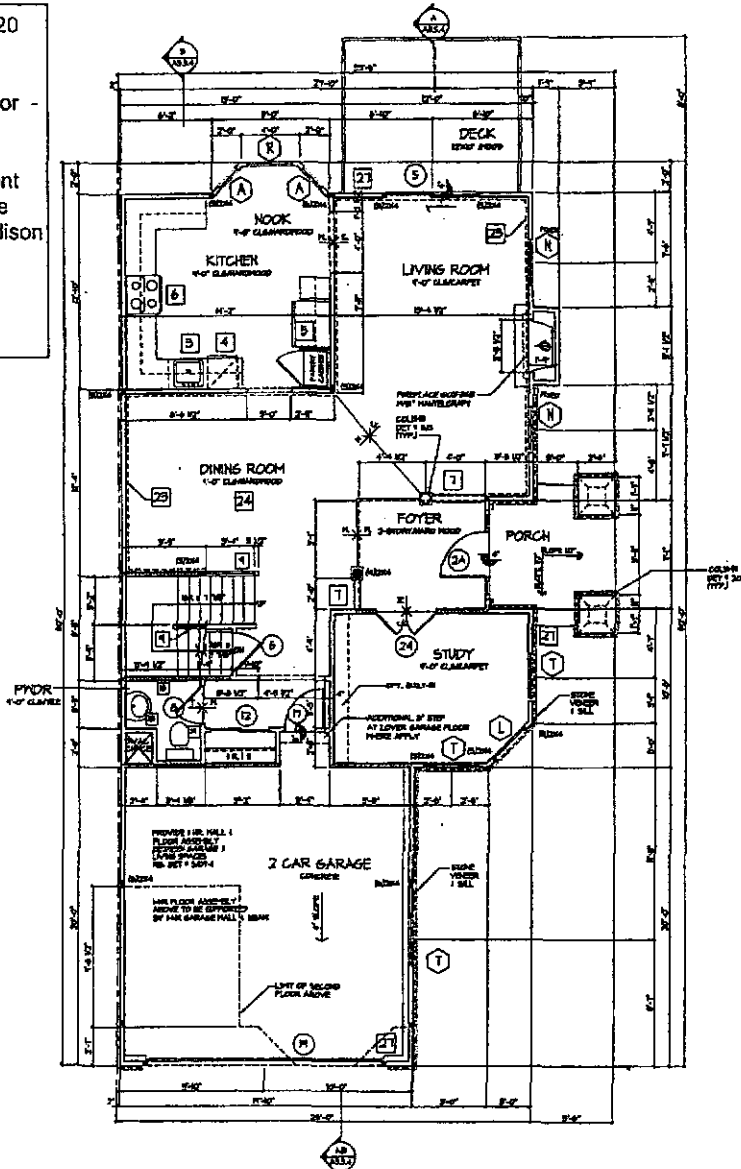
Schedule A-4-20  
 Timber Oak  
 Plan: 609  
 Level: First Floor -  
 Walk Out  
 Basement  
 Condition - Front  
 Loaded Garage  
 Plan Name: Edison

Type  
 609 WO  
 609 WO  
 609 WO  
 609 WO  
 609 WO

Address  
 1 Paulding Terrace  
 6 Paulding Terrace  
 7 Paulding Terrace  
 15 Paulding Terrace  
 20 Paulding Terrace

Unit  
 #201  
 #206  
 #301  
 #401  
 #408

Bldg.  
 #2  
 #3  
 #4  
 #4  
 #4



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UNIT 609 - FIRST FLOOR PLAN  
 WALKOUT CONDITION - FRONT GARAGE  
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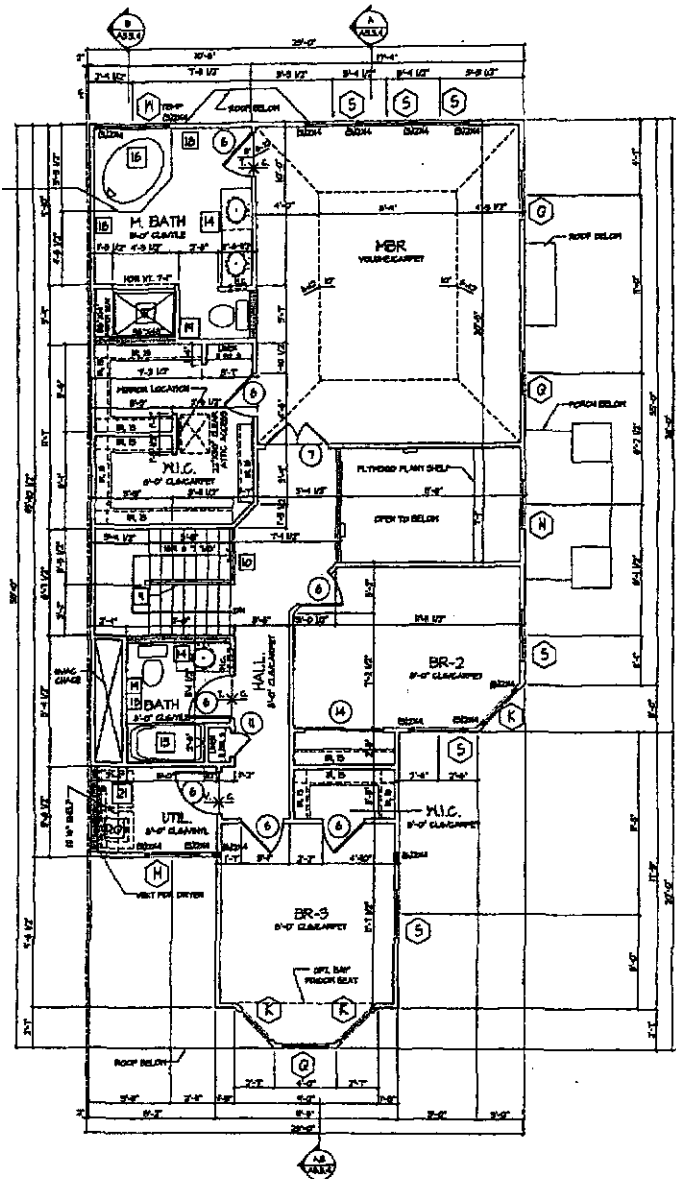
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Schedule A-4-21  
Timber Oak  
Plan: 609  
Level: Second Floor -  
Walk Out Basement  
Condition - Front  
Loaded Garage  
Plan Name: Edison

Type	Address	Unit	Bldg.
809 WO	1 Paulding Terrace	# 201	# 2
809 WO	8 Paulding Terrace	# 206	# 2
809 WO	7 Paulding Terrace	# 301	# 3
809 WO	15 Paulding Terrace	# 401	# 4
809 WO	20 Paulding Terrace	# 406	# 4



THE VILLAGES @ TIMBER OAK UNIT 609 - SECOND FLOOR PLAN



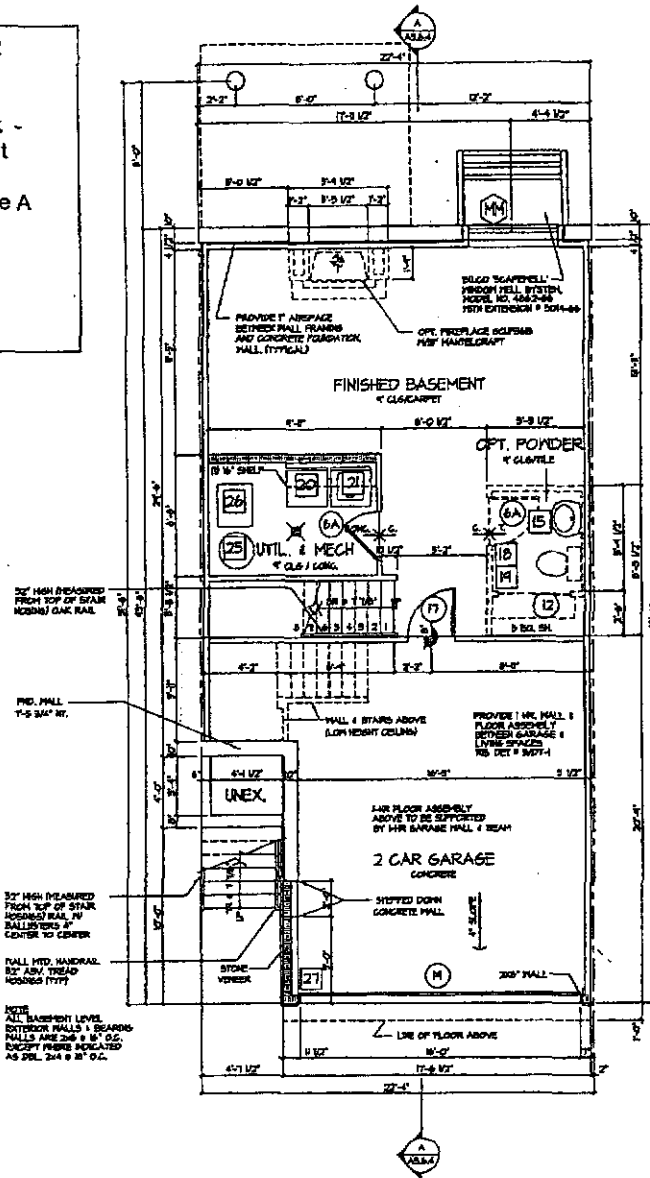
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Bldg.	Unit	Address	Type
# 1	# 102	9 Tucker Street	640 A Burled
# 1	# 104	7 Tucker Street	640 A Burled
# 1	# 105	8 Tucker Street	640 A Burled
# 1	# 107	4 Tucker Street	640 A Burled
# 5	# 502	22 Paulding Terrace	640 A Burled
# 5	# 504	24 Paulding Terrace	640 A Burled
# 5	# 505	25 Paulding Terrace	640 A Burled
# 5	# 507	27 Paulding Terrace	640 A Burled



## UNIT 640A - BASEMENT PLAN



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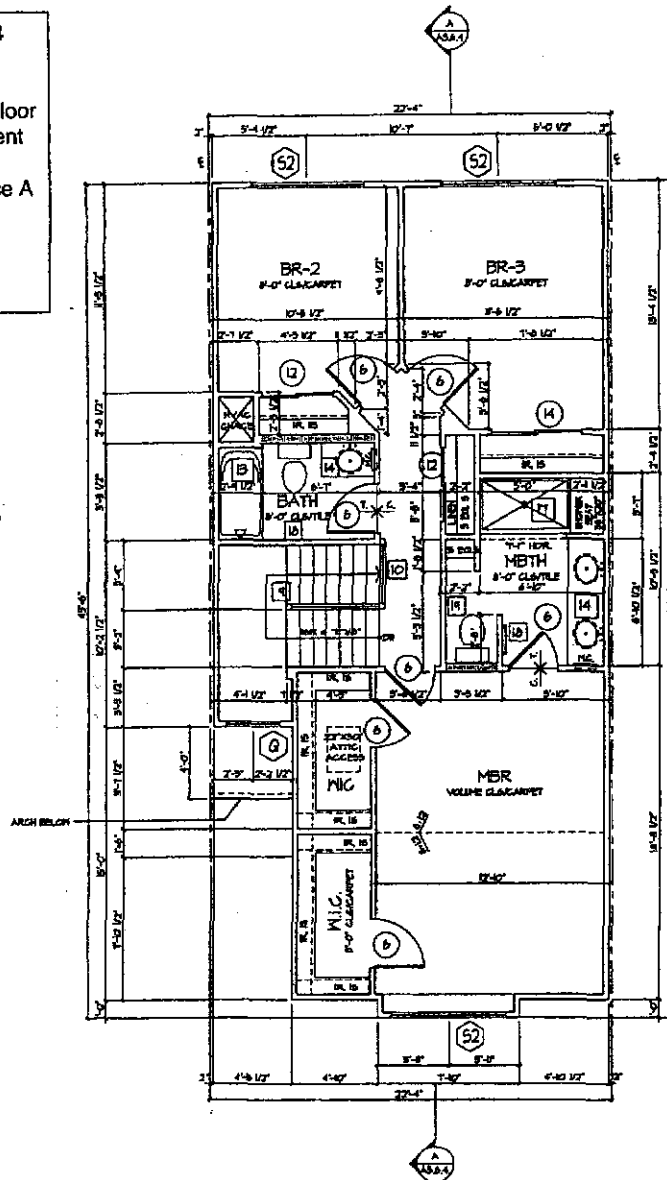
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Schedule A-4-24  
Timber Oak  
Plan: 640 A  
Level: Second Floor  
- Buried Basement  
Condition  
Plan Name: Brice A

Bldg.	Unit	Address	Type
#1	#102	9 Tucker Street	640 A Buried
#1	#104	7 Tucker Street	640 A Buried
#1	#105	6 Tucker Street	640 A Buried
#1	#107	4 Tucker Street	640 A Buried
#5	#502	22 Paulding Terrace	640 A Buried
#5	#504	24 Paulding Terrace	640 A Buried
#5	#505	25 Paulding Terrace	640 A Buried
#5	#507	27 Paulding Terrace	640 A Buried



THE VILLAGES @ TIMBER OAK UNIT 640A - SECOND FLOOR PLAN



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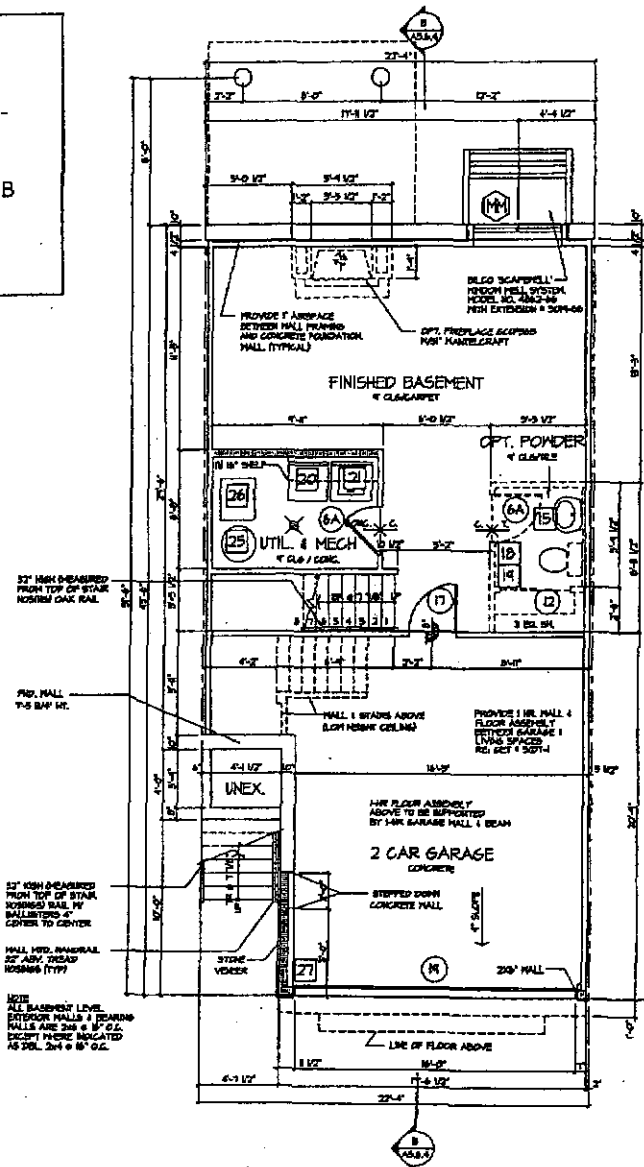
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Bldg.	Unit	Address	Type
# 1	# 103	8 Tucker Street	640 B Buried
# 1	# 106	5 Tucker Street	640 B Buried
# 5	# 503	23 Paulding Terrace	640 B Buried
# 5	# 506	26 Paulding Terrace	640 B Buried



UNIT 640B - BASEMENT PLAN



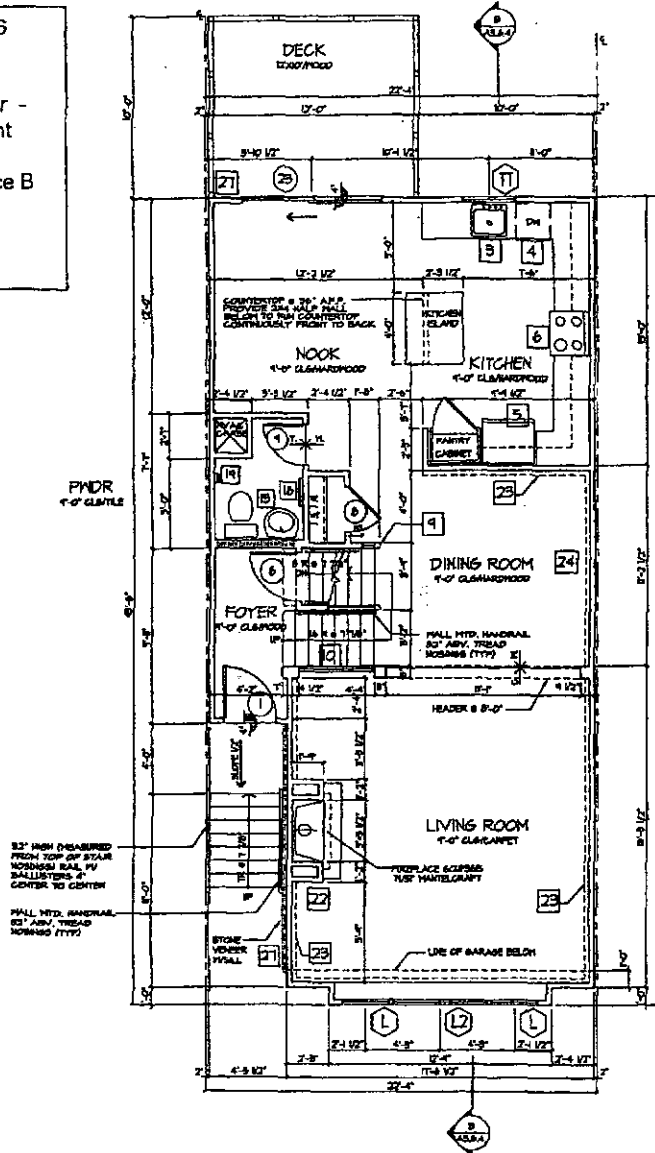
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Schedule A-4-26  
Timber Oak  
Plan: 640 B  
Level: First Floor -  
Buried Basement  
Condition  
Plan Name: Brice B

Unit  
Type  
Address  
Bldg.  
#1  
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THE VILLAGES @ TIMBER OAK UNIT 640B -- FIRST FLOOR PLAN



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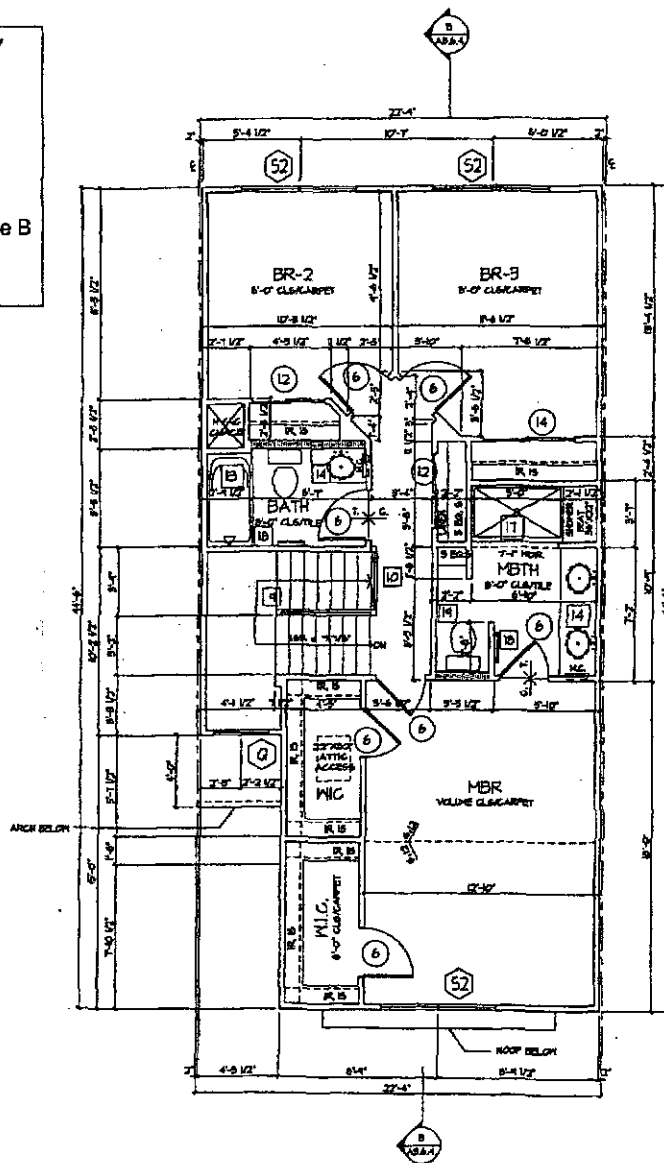
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Schedule A-4-27  
Timber Oak  
Plan: 640 B  
Level: Second  
Floor - Buried  
Basement  
Condition  
Plan Name: Brice B

Type  
#103 8 Tucker Street  
#106 5 Tucker Street  
#503 23 Paulding Terrace  
#505 26 Paulding Terrace



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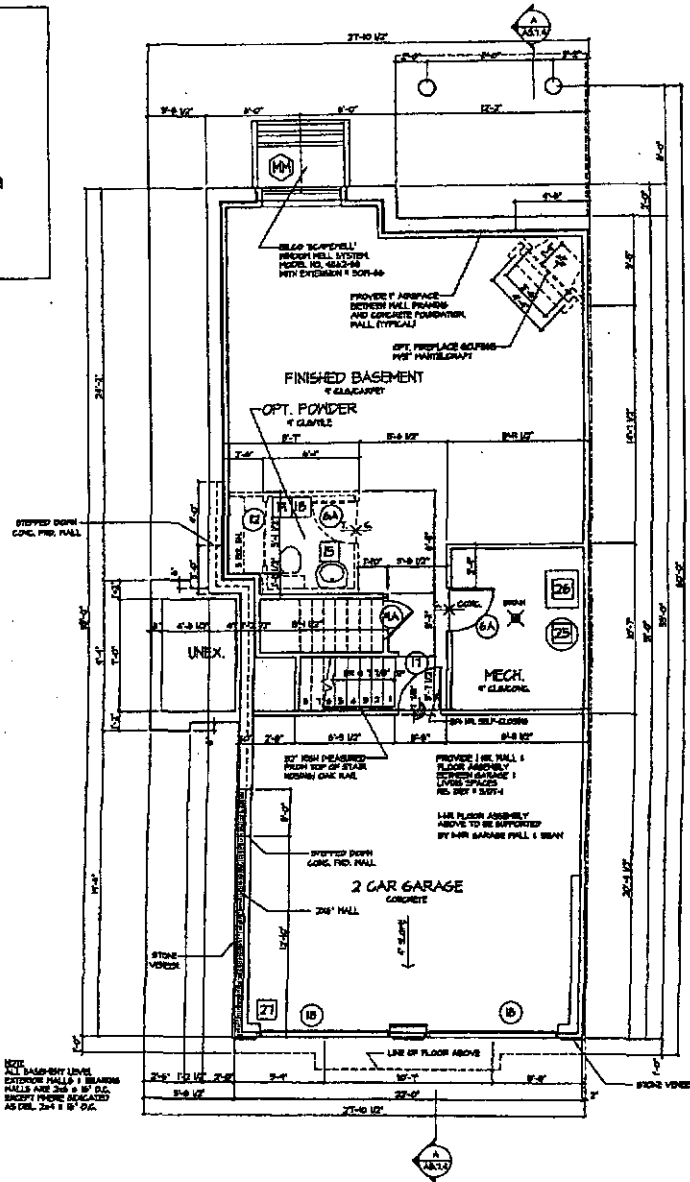


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Schedule A-4-28  
Timber Oak  
Plan: 642  
Level: Basement -  
Buried Basement  
Condition  
Plan Name: Dayton



THE VILLAGES @ TIMBER OAK

UNIT 642 - BASEMENT PLAN



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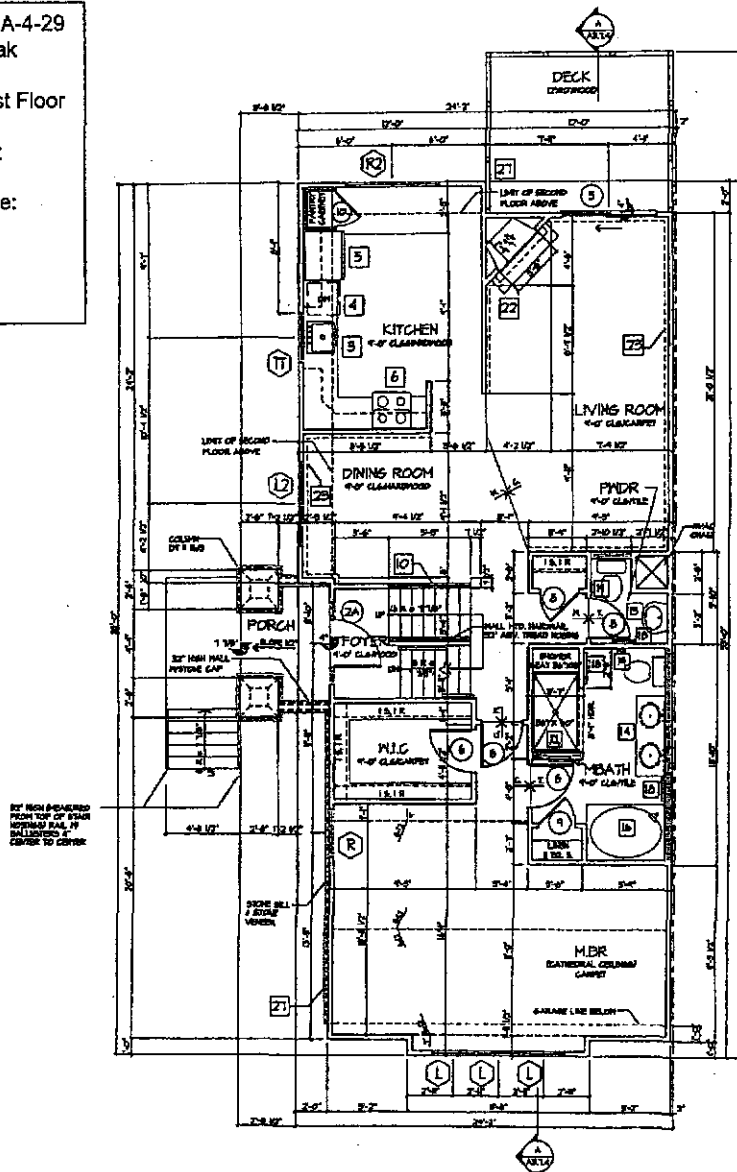
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Schedule A-4-29  
Timber Oak  
Plan: 642  
Level: First Floor  
- Buried  
Basement  
Condition  
Plan Name:  
Dayton



THE VILLAGES @ TIMBER OAK

UNIT 642 - FIRST FLOOR PLAN



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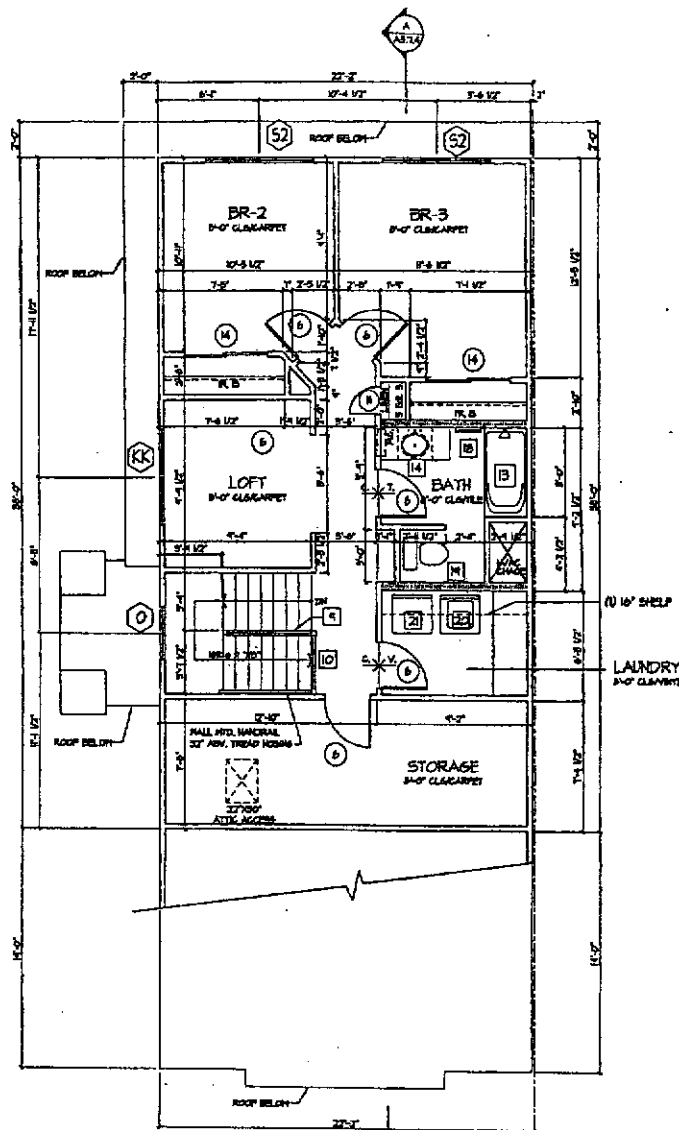
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Schedule A-4-30  
Timber Oak  
Plan: 642  
Level: Second  
Floor - Buried  
Basement  
Condition  
Plan Name:  
Dayton



THE VILLAGES @ TIMBER OAK UNIT 642 - SECOND FLOOR PLAN



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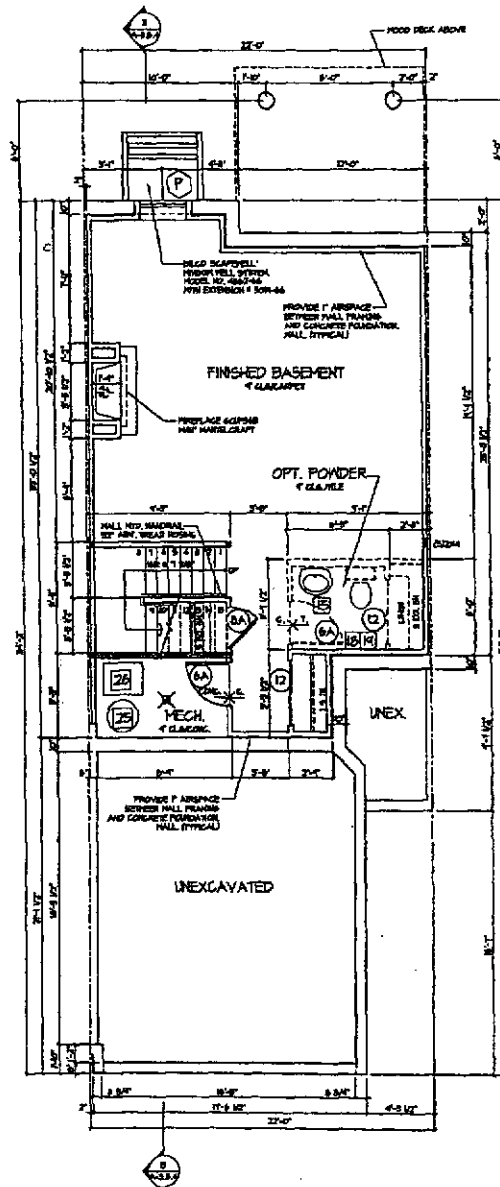
03028

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Book:1884,Page:168

Schedule A-4-31  
Timber Oak  
Plan: 643  
Level: Basement -  
Buried Basement  
Condition  
Plan Name: Goddard



THE VILLAGES @ TIMBER OAK

UNIT 643 - BASEMENT PLAN

NON-WALKOUT CONDITION  
BAKER RESIDENTIAL



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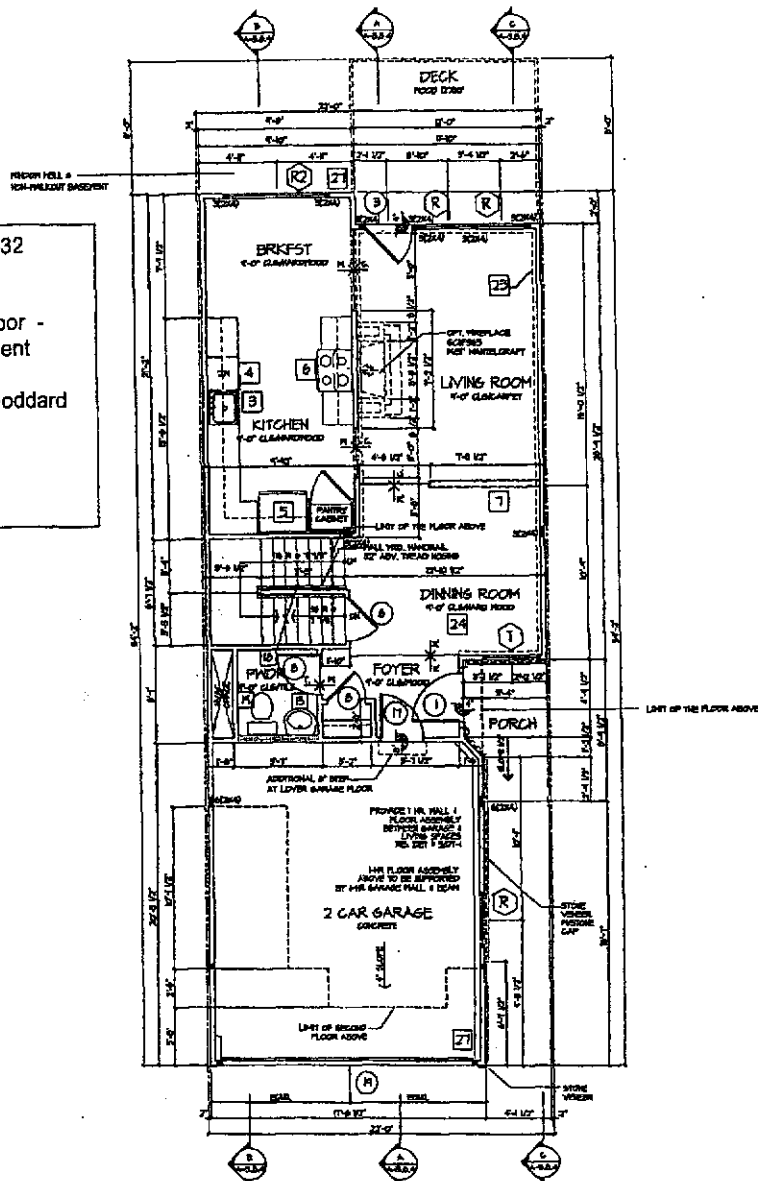
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UNIT 643 - FIRST FLOOR PLAN

NON-WALKOUT CONDITION  
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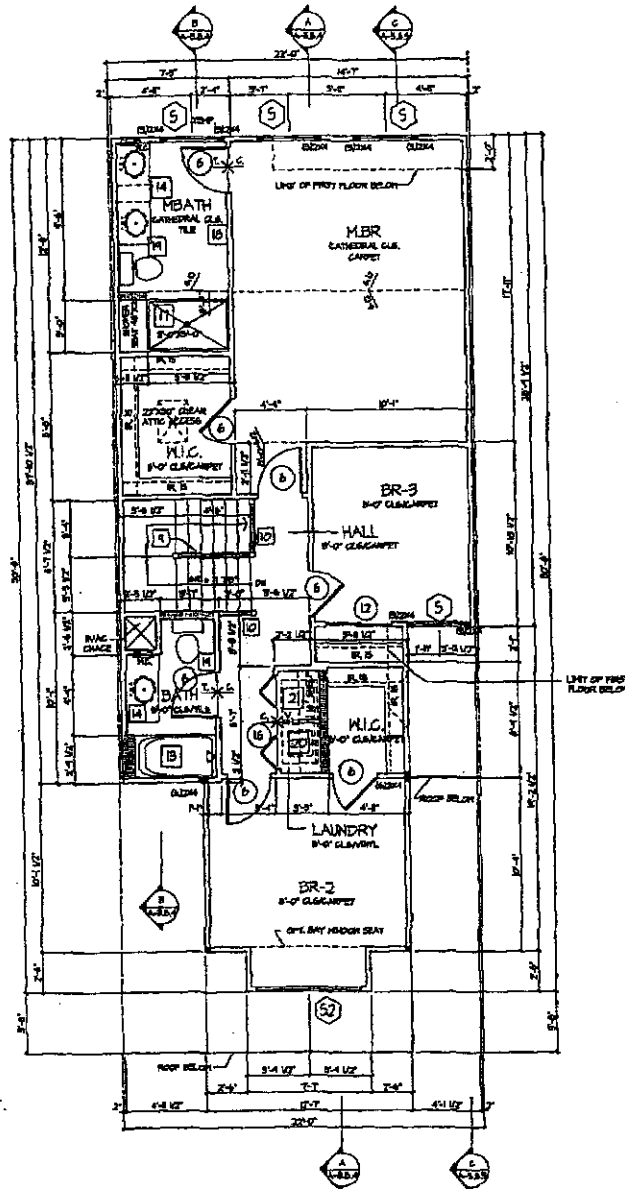


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Schedule A-4-33  
 Timber Oak  
 Plan: 643  
 Level: Second  
 Floor - Buried  
 Basement  
 Condition  
 Plan Name:  
 Goddard



THE VILLAGES @ TIMBER OAK UNIT 643 - SECOND FLOOR PLAN

NON-WALKOUT CONDITION  
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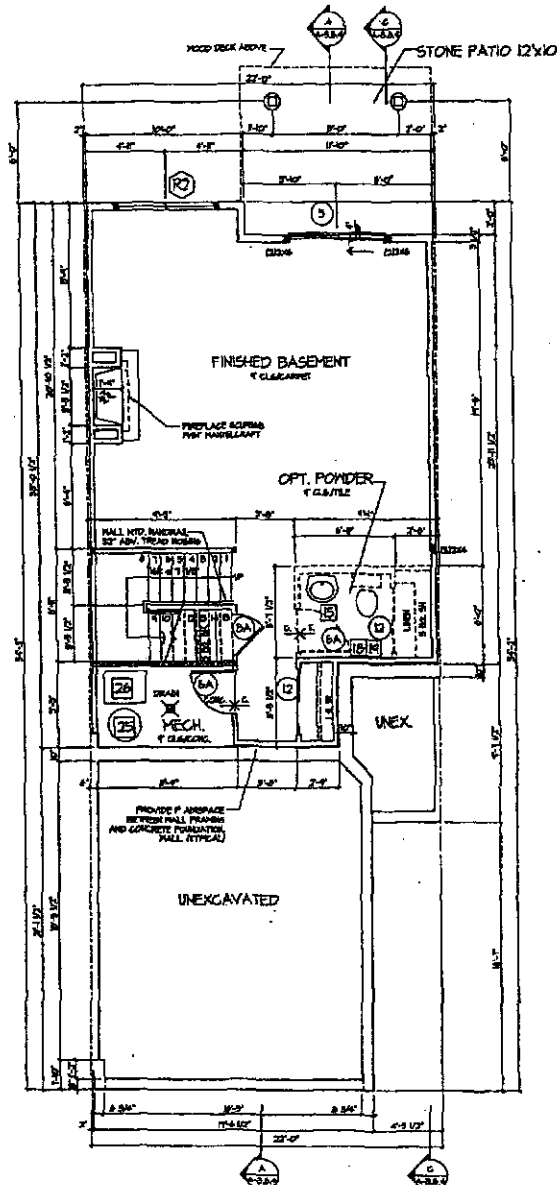
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Schedule A-4-34  
Timber Oak  
Plan: 643  
Level: Basement -  
Walk Out Basement  
Condition  
Plan Name: Goddard

Unit Type  
# 304 10 Paulding Terrace 643 WO  
# 306 11 Paulding Terrace 643 WO  
Bldg. # 3



THE VILLAGES @ TIMBER OAK

UNIT 643 - BASEMENT PLAN

WALKOUT CONDITION  
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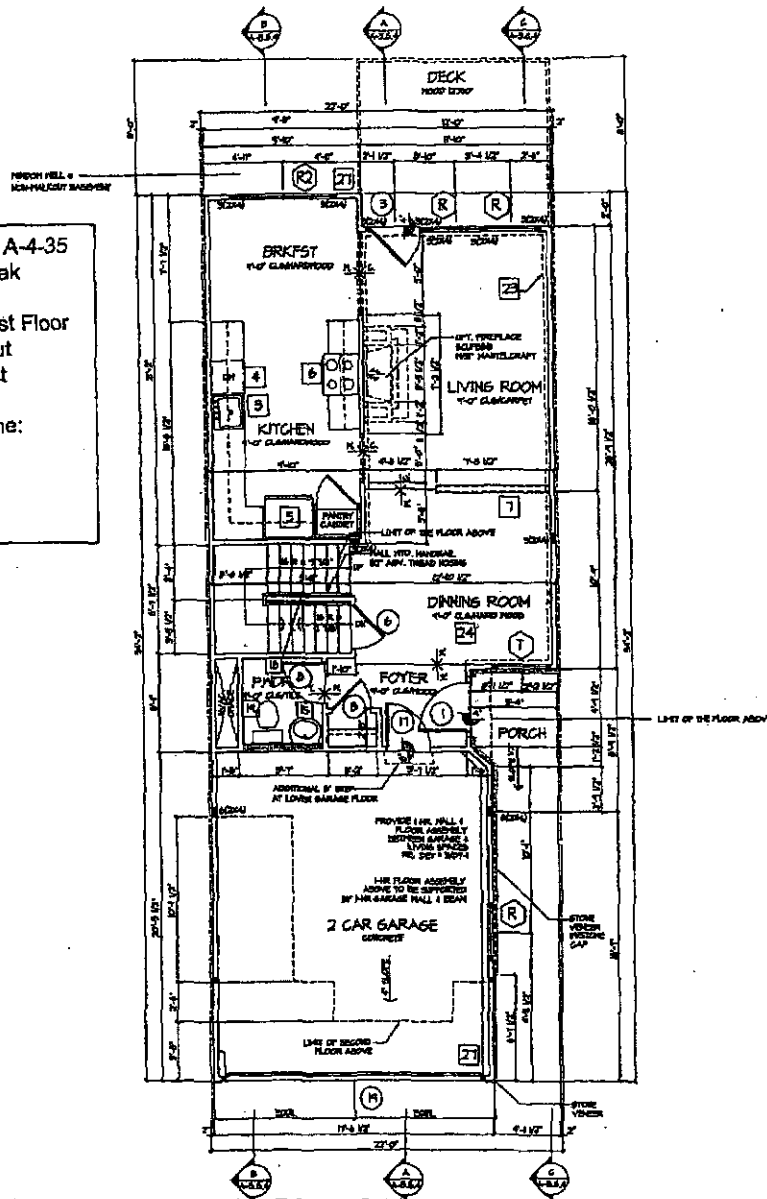
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Schedule A-4-35  
Timber Oak  
Plan: 643  
Level: First Floor  
- Walk Out  
Basement  
Condition  
Plan Name:  
Goddard

Type  
10 Peckling Terrace 643 WO  
Address  
11 Paulding Terrace 643 WO  
Unit  
# 304 # 305  
Bldg.  
# 3 # 3



THE VILLAGES @ TIMBER OAK

UNIT 643 - FIRST FLOOR PLAN

WALKOUT CONDITION  
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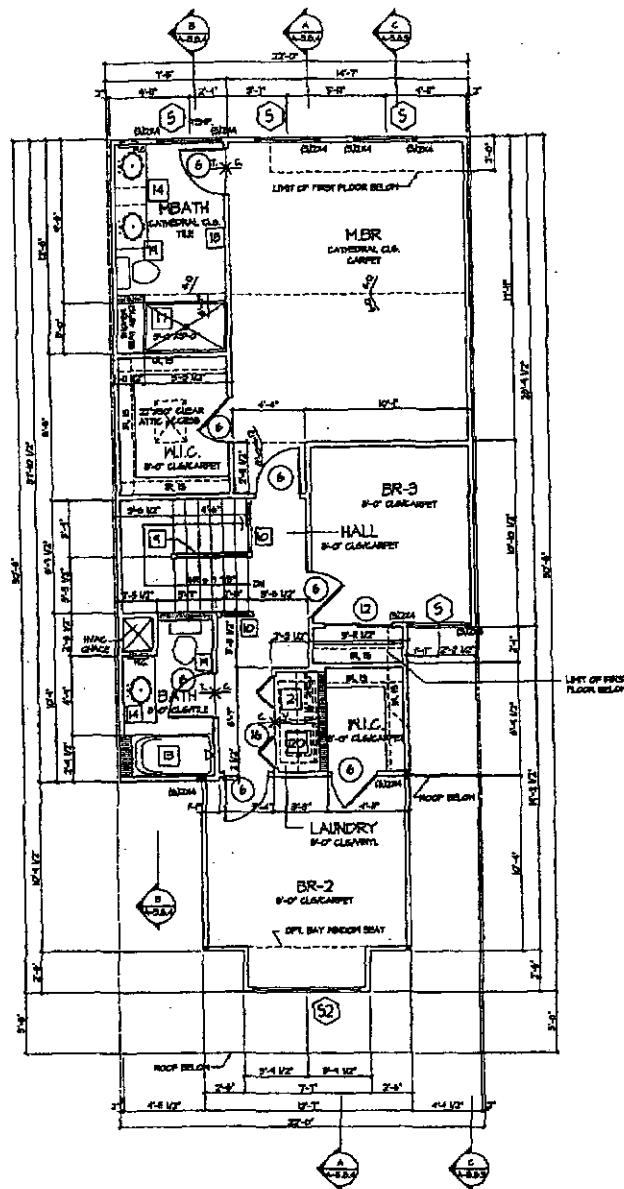
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Schedule A-4-36  
Timber Oak  
Plan: 643  
Level: Second  
Floor - Walk Out  
Basement  
Condition  
Plan Name:  
Goddard

Type  
#304 10 Paulding Terrace 643 WO  
#3 #305 11 Paulding Terrace 643 WO



THE VILLAGES @ TIMBER OAK UNIT 643 - SECOND FLOOR PLAN

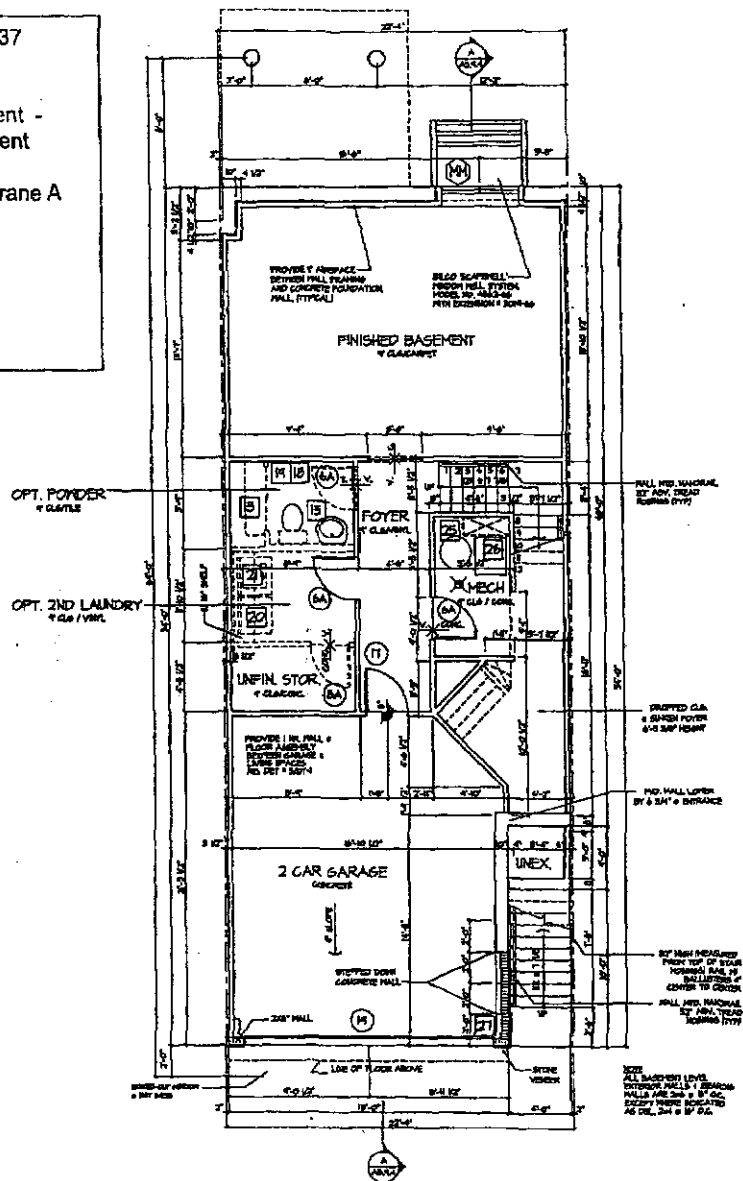


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WALKOUT CONDITION  
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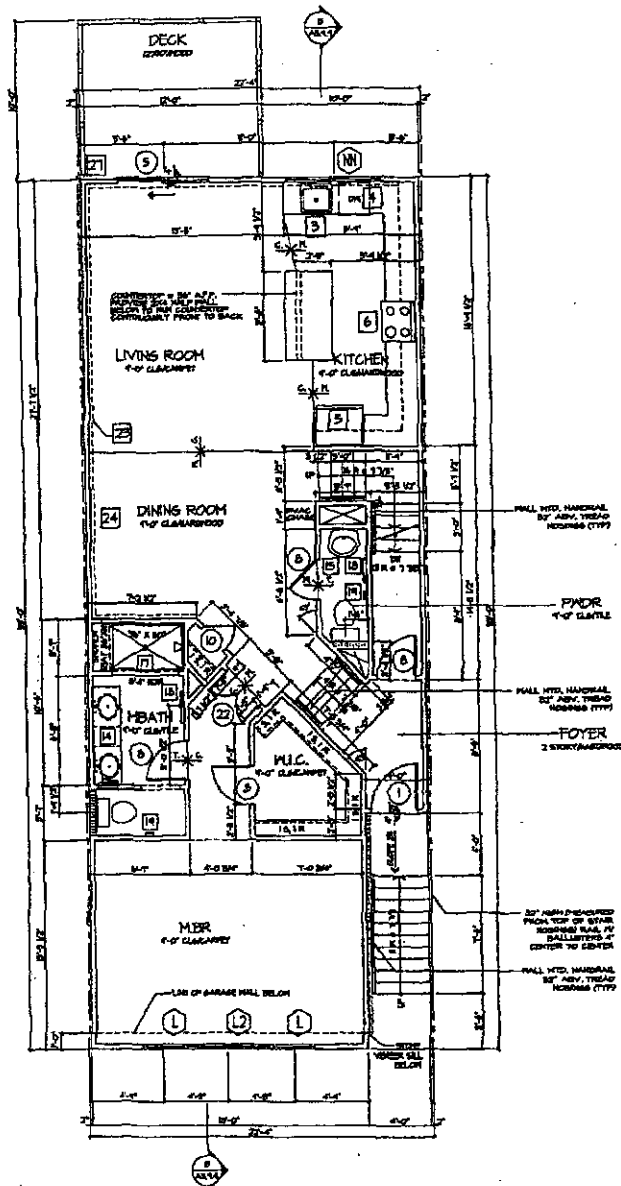
## UNIT 623A - BASEMENT PLAN



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Schedule A-4-38  
Timber Oak  
Plan: 623 A  
Level: First Floor -  
Buried Basement  
Condition  
Plan Name: Crane A



THE VILLAGES @ TIMBER OAK UNIT 623A - FIRST FLOOR PLAN



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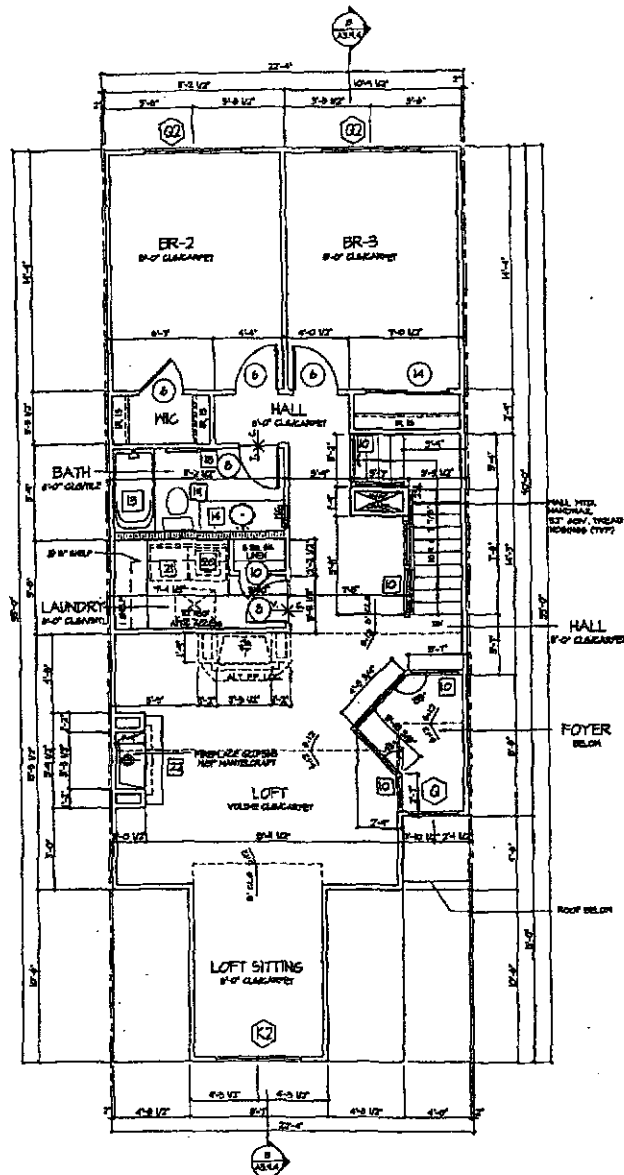
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Schedule A-4-39  
Timber Oak  
Plan: 623 A  
Level: Second Floor  
- Buried Basement  
Condition  
Plan Name: Crane A



THE VILLAGES @ TIMBER OAK UNIT 623A - SECOND FLOOR PLAN  
W/ LOFT & SITTING AREA  
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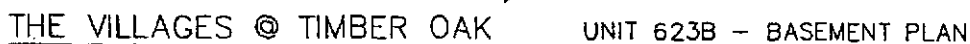


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UNIT 623B - BASEMENT PLAN

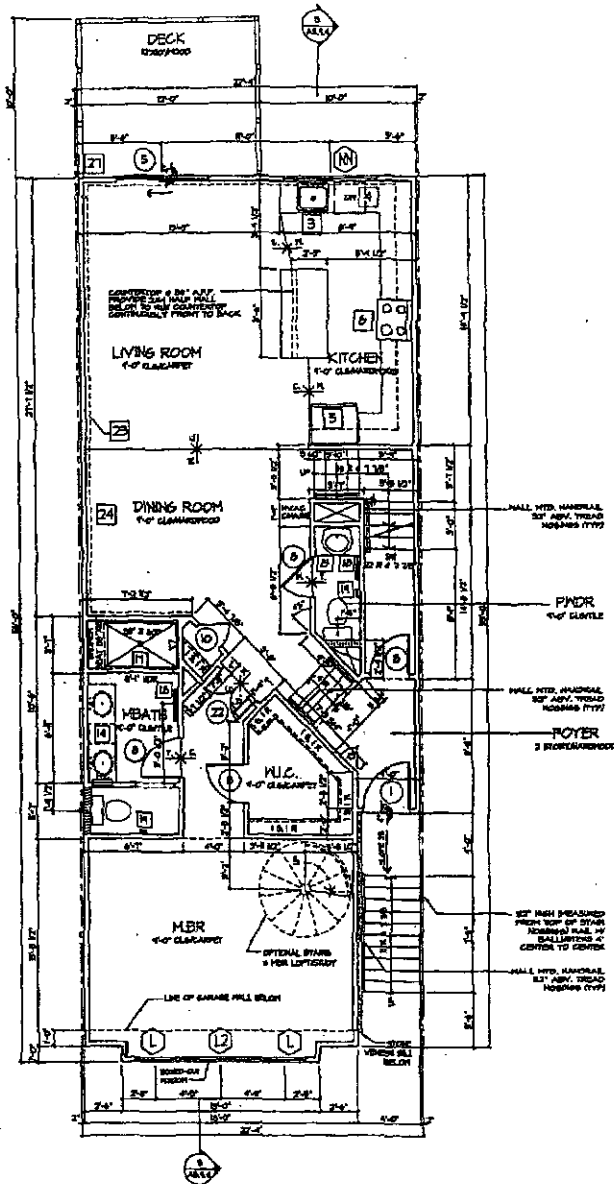
W/ OPTIONAL MBR LOFT  
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Schedule A-4-41  
Timber Oak  
Plan: 623 B  
Level: First Floor -  
Buried Basement  
Condition - Optional  
Master Bedroom  
Loft  
Plan Name:  
Crane B



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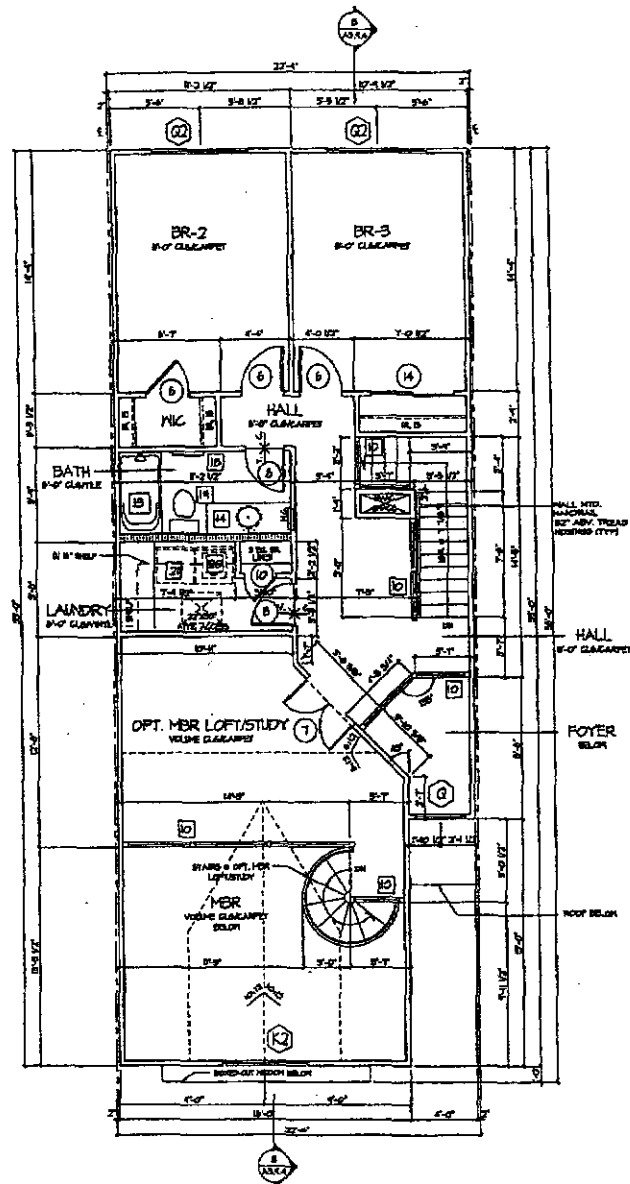
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Schedule A-4-42  
Timber Oak  
Plan: 623 B  
Level: Second Floor  
- Buried Basement  
Condition - Optional  
Master Bedroom  
Loft  
Plan Name:  
Crane B



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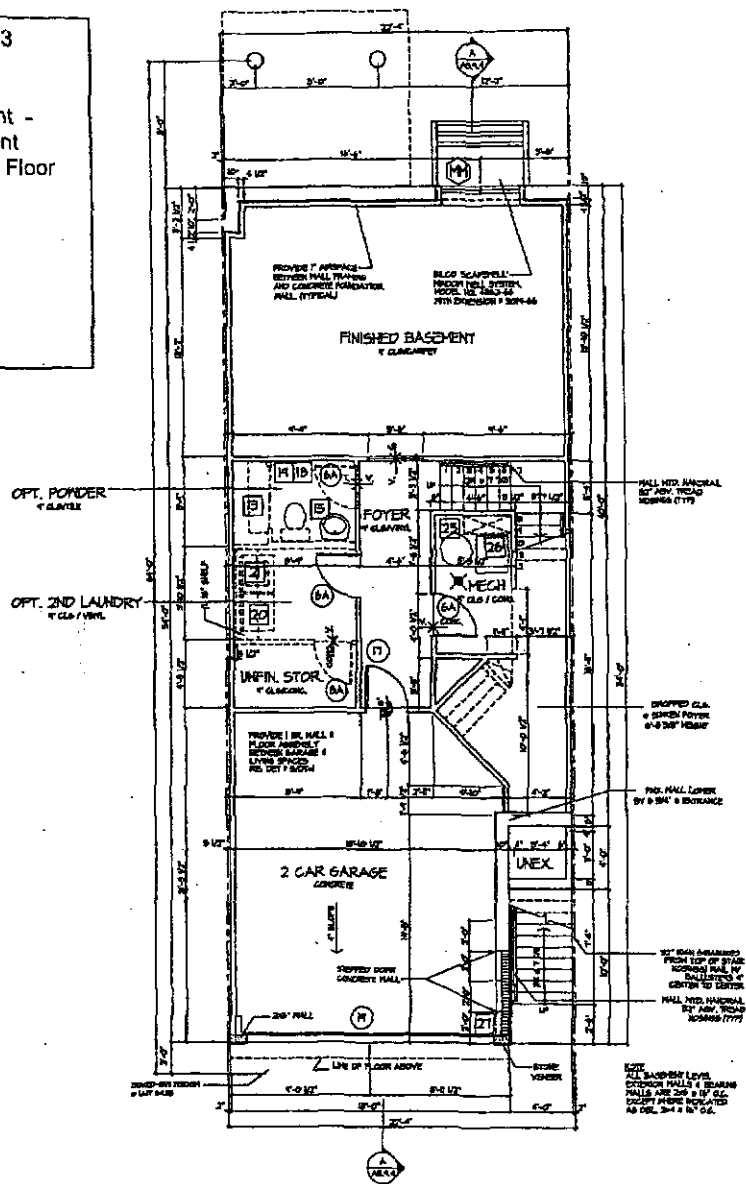
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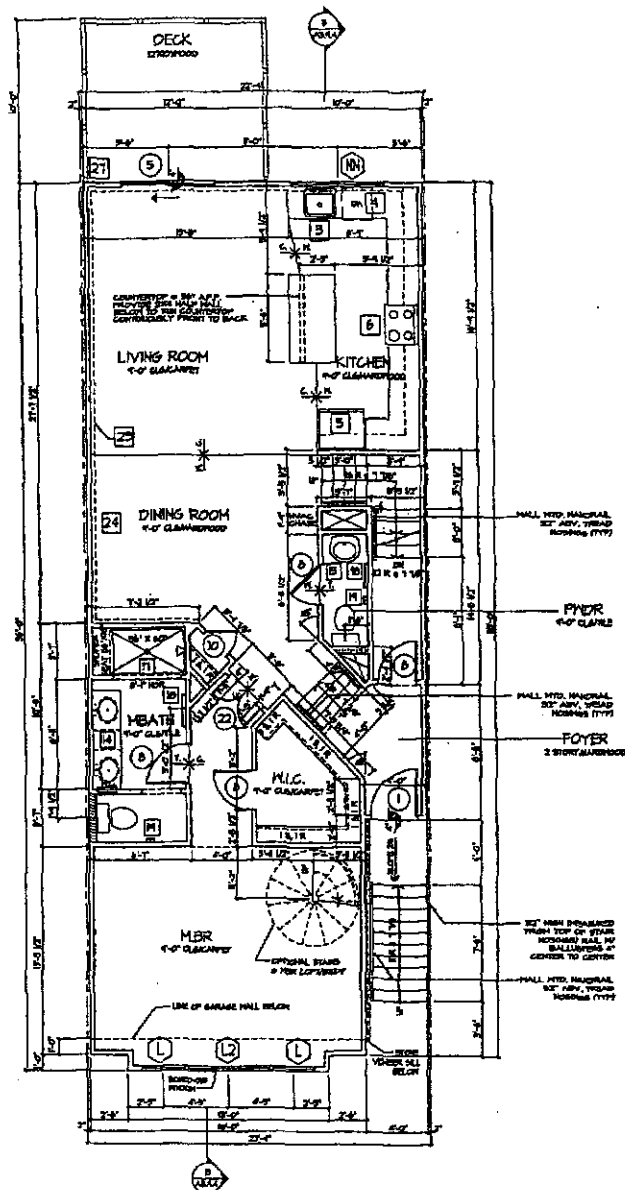
## UNIT 623B - BASEMENT PLAN



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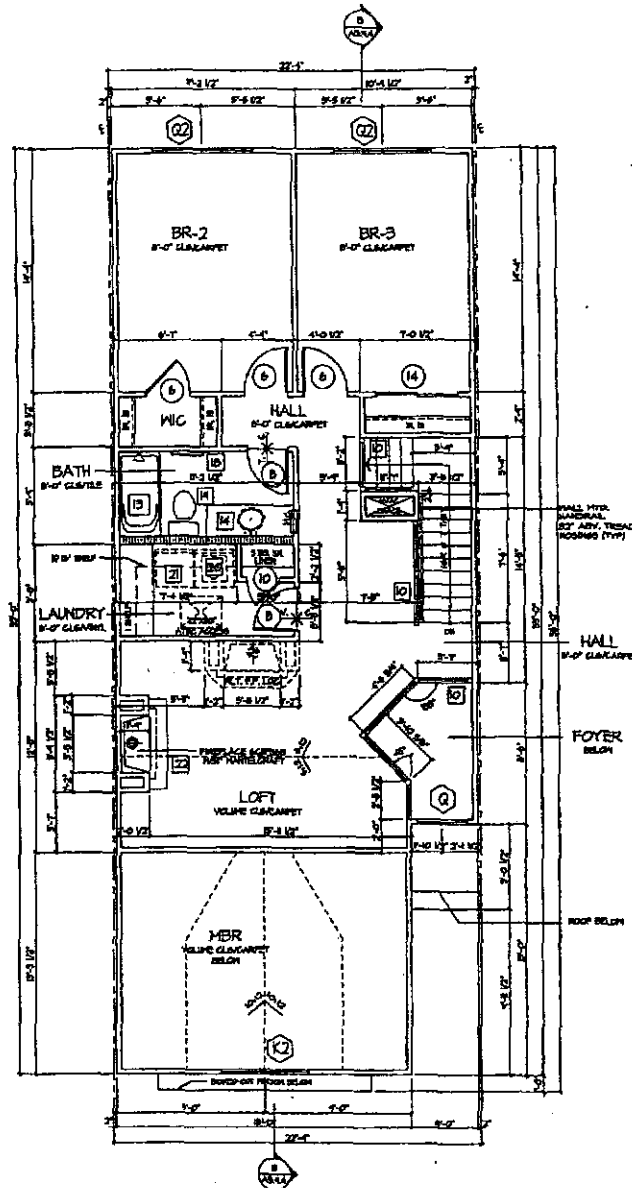


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Schedule A-4-45  
 Timber Oak  
 Plan: 623 B  
 Level: Second Floor -  
 Buried Basement  
 Condition - 2nd Floor  
 Loft  
 Plan Name:  
 Crane B

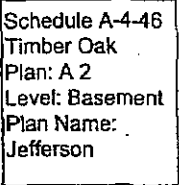


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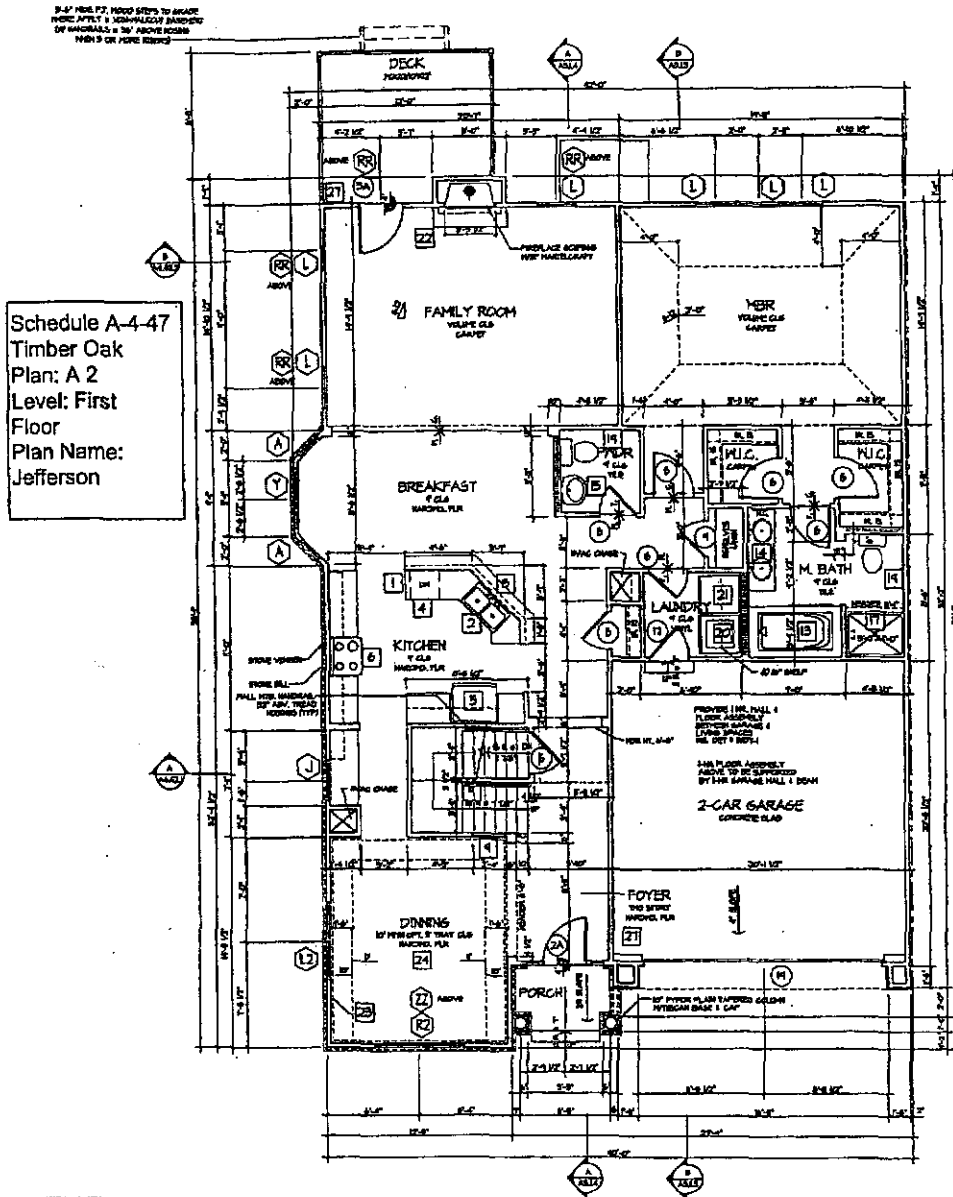
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UNIT A - BASEMENT PLAN

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UNIT A - FIRST FLOOR PLAN



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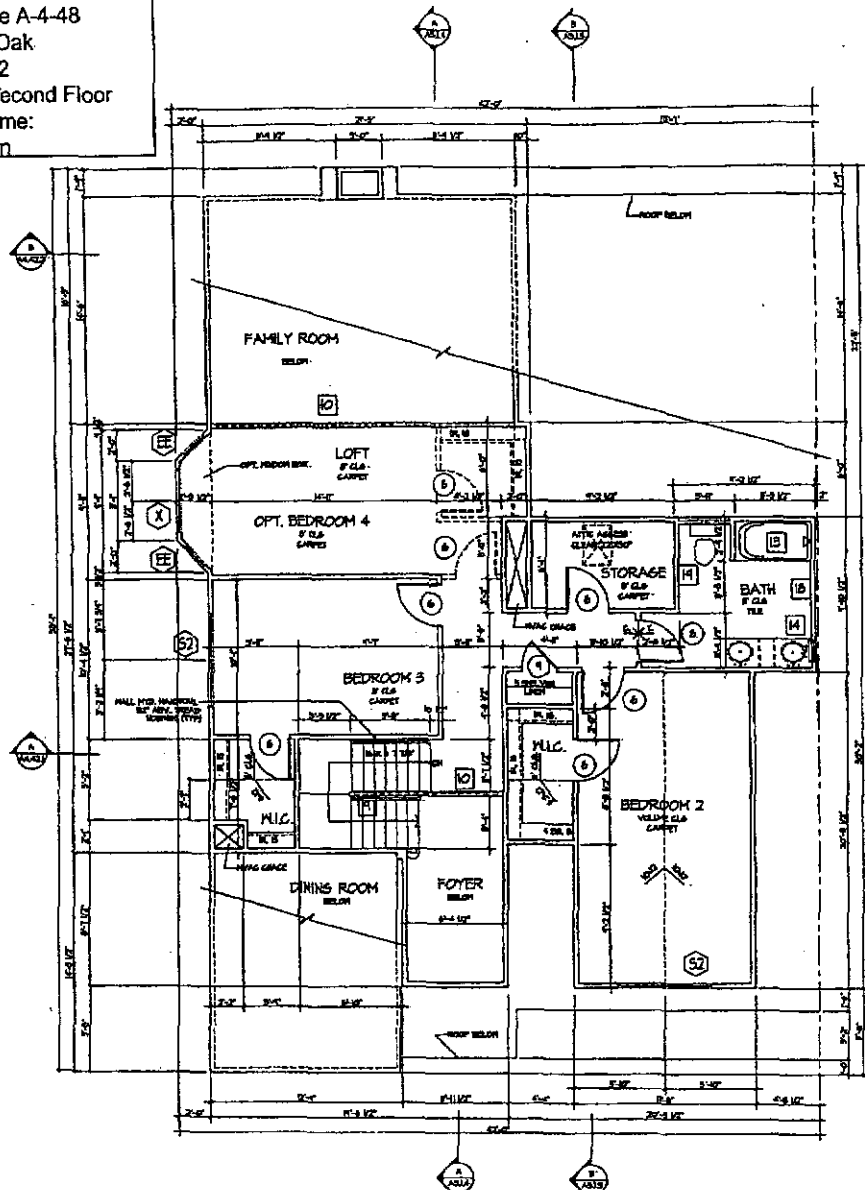
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Schedule A-4-48  
Timber Oak  
Plan: A 2  
Level: Second Floor  
Plan Name:  
Jefferson



THE VILLAGES @ TIMBER OAK UNIT A - SECOND FLOOR PLAN

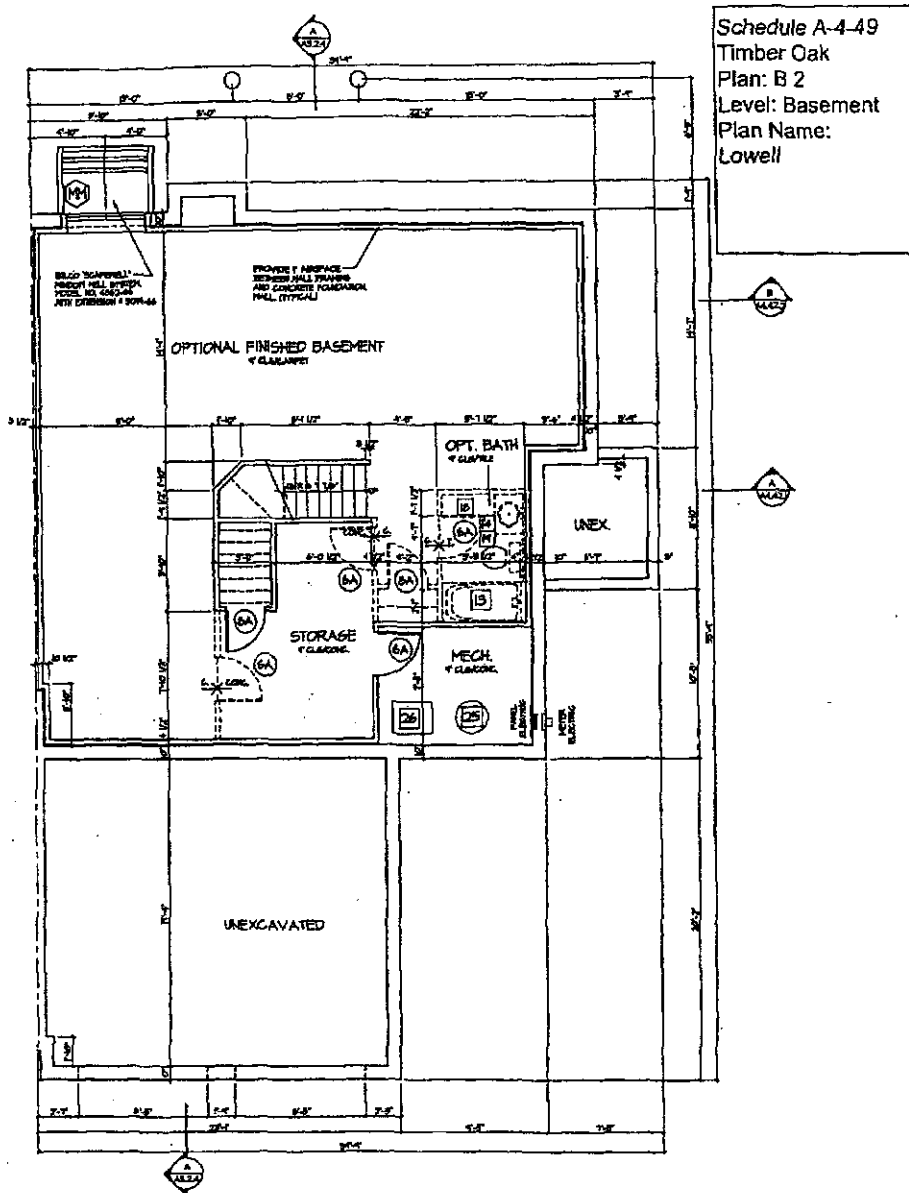


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UNIT B - BASEMENT PLAN



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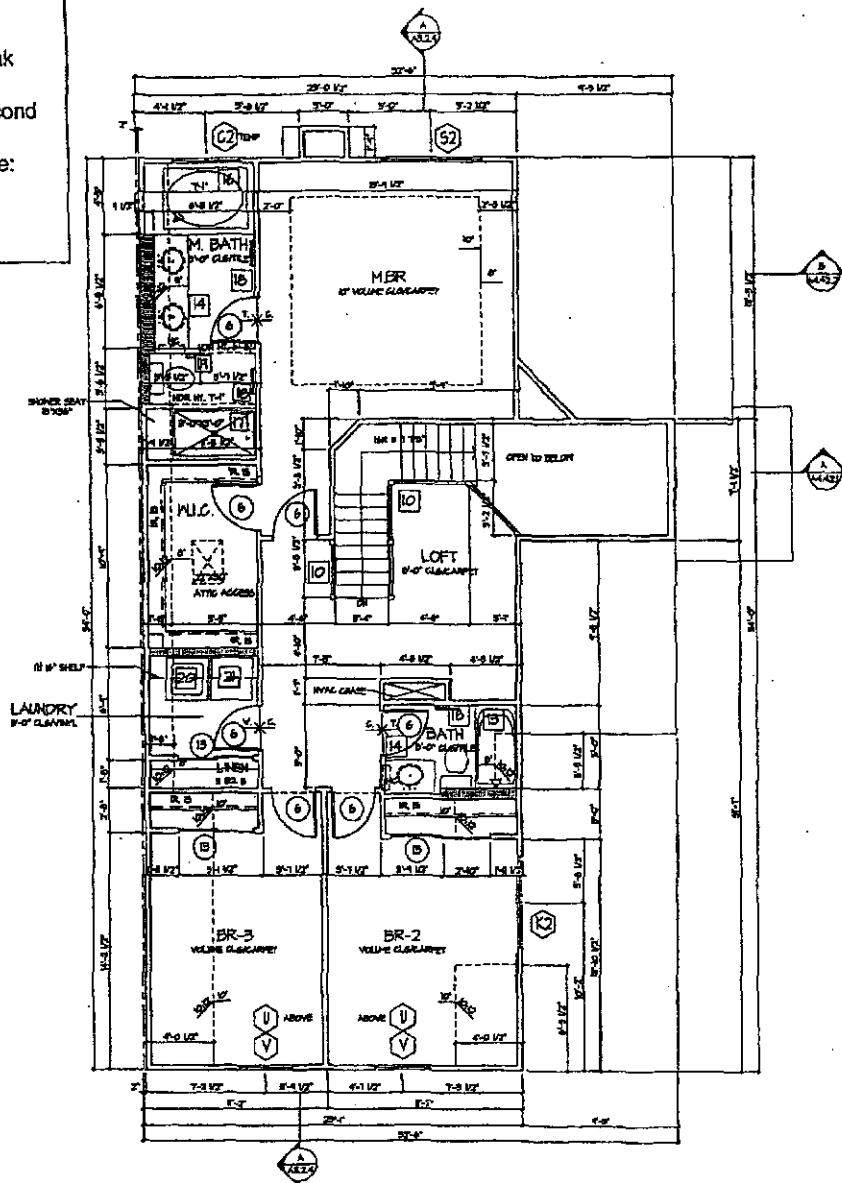
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Schedule  
A-4-51  
Timber Oak  
Plan: B 2  
Level: Second  
Floor  
Plan Name:  
Lowell



THE VILLAGES @ TIMBER OAK UNIT B - SECOND FLOOR PLAN

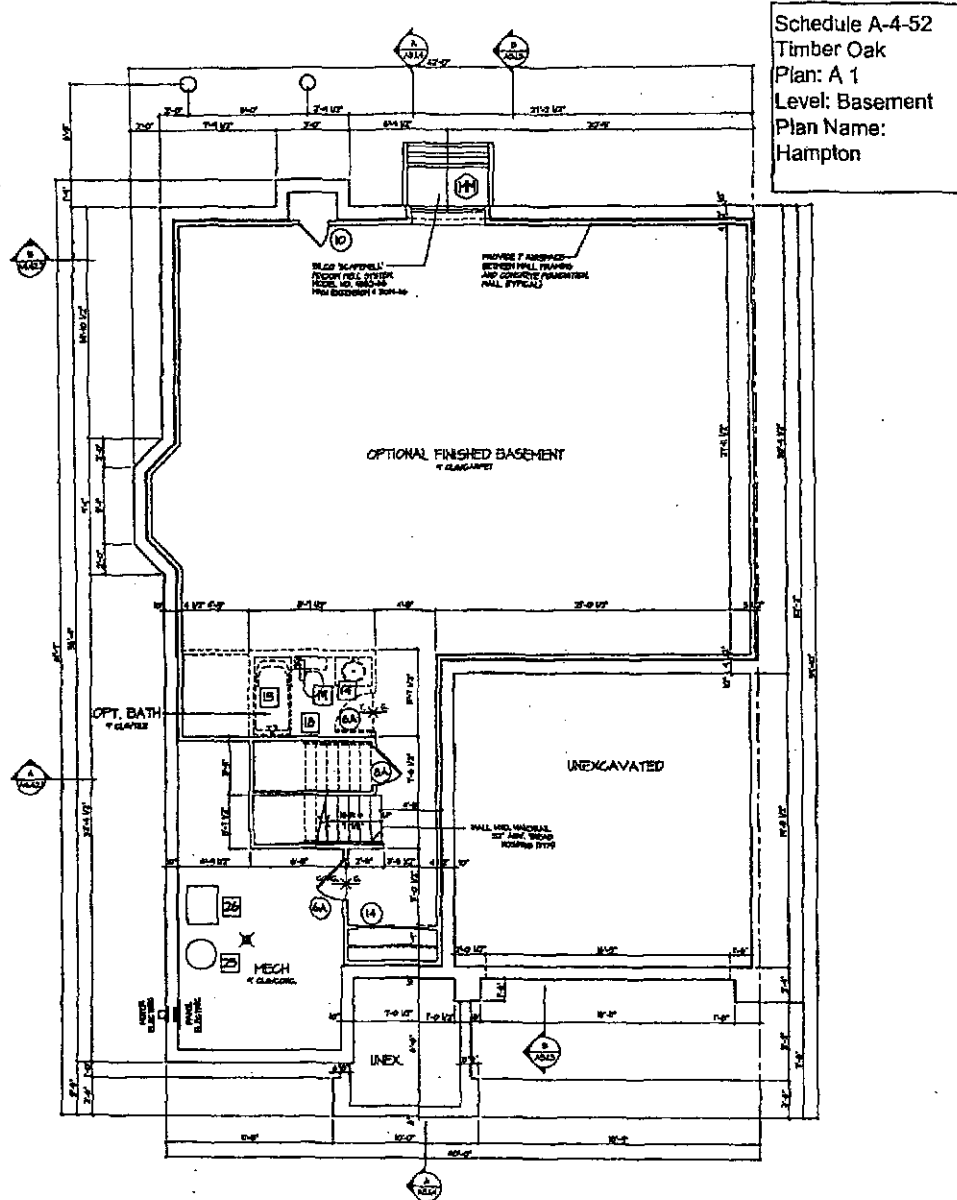


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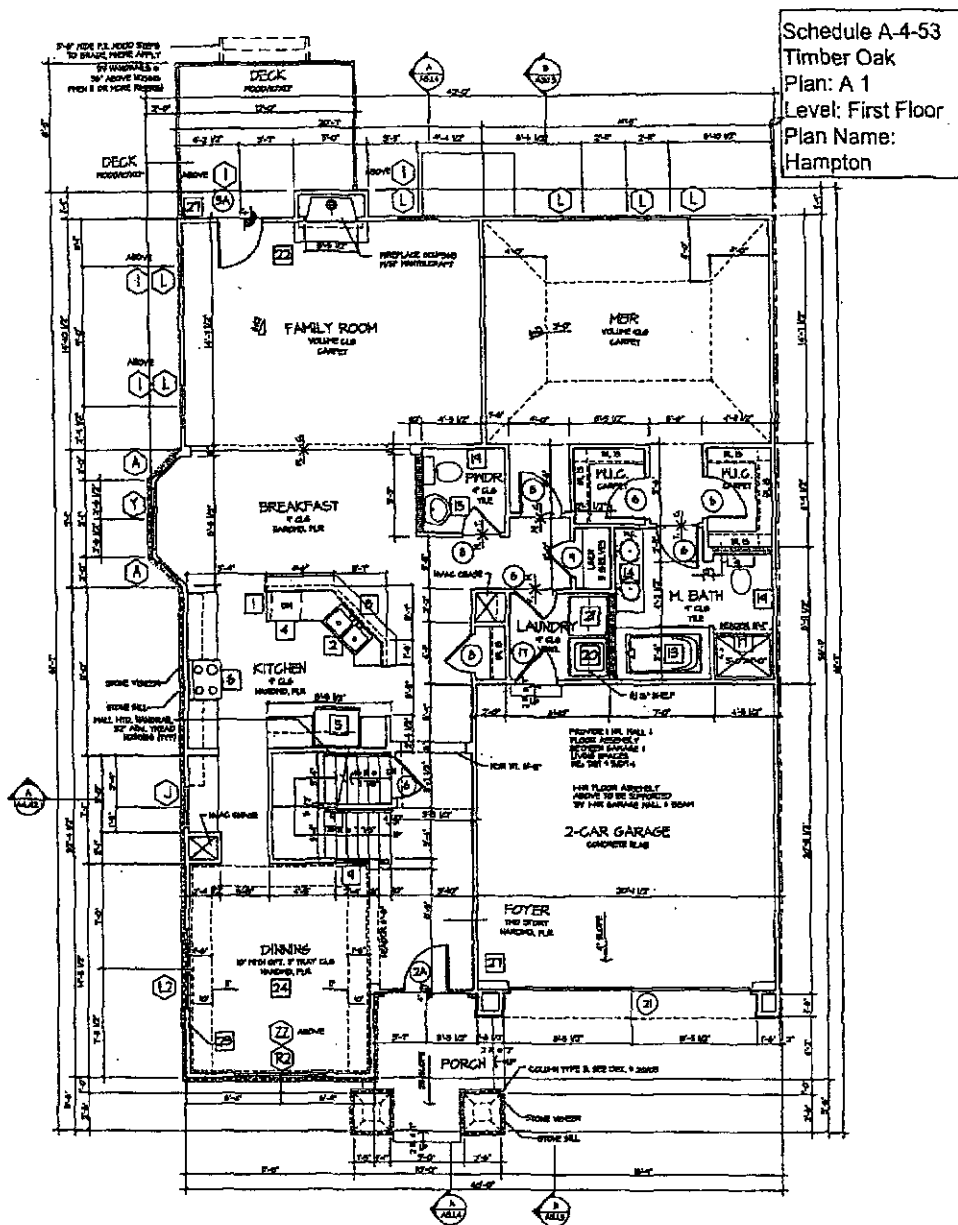
UNIT A - BASEMENT PLAN



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THE VILLAGES @ TIMBER OAK UNIT A - FIRST FLOOR PLAN

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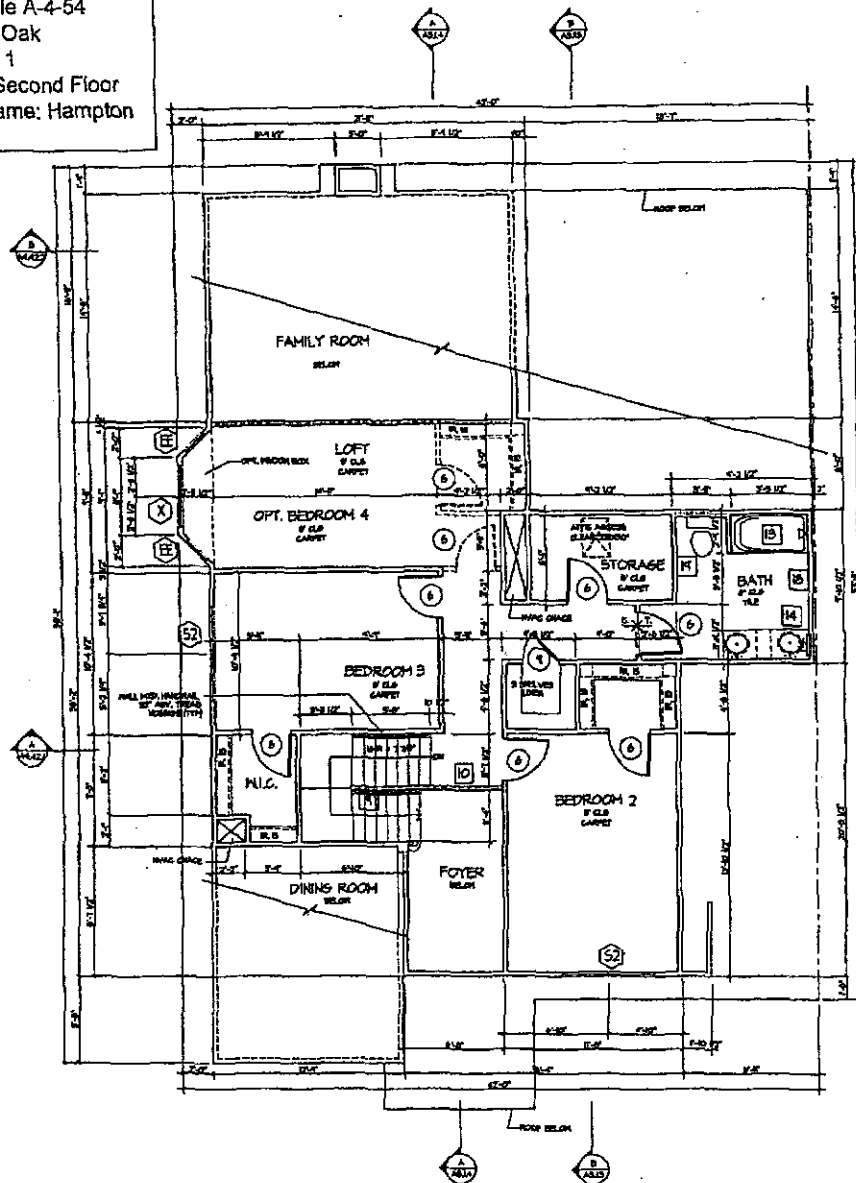
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Schedule A-4-54  
Timber Oak  
Plan: A 1  
Level: Second Floor  
Plan Name: Hampton



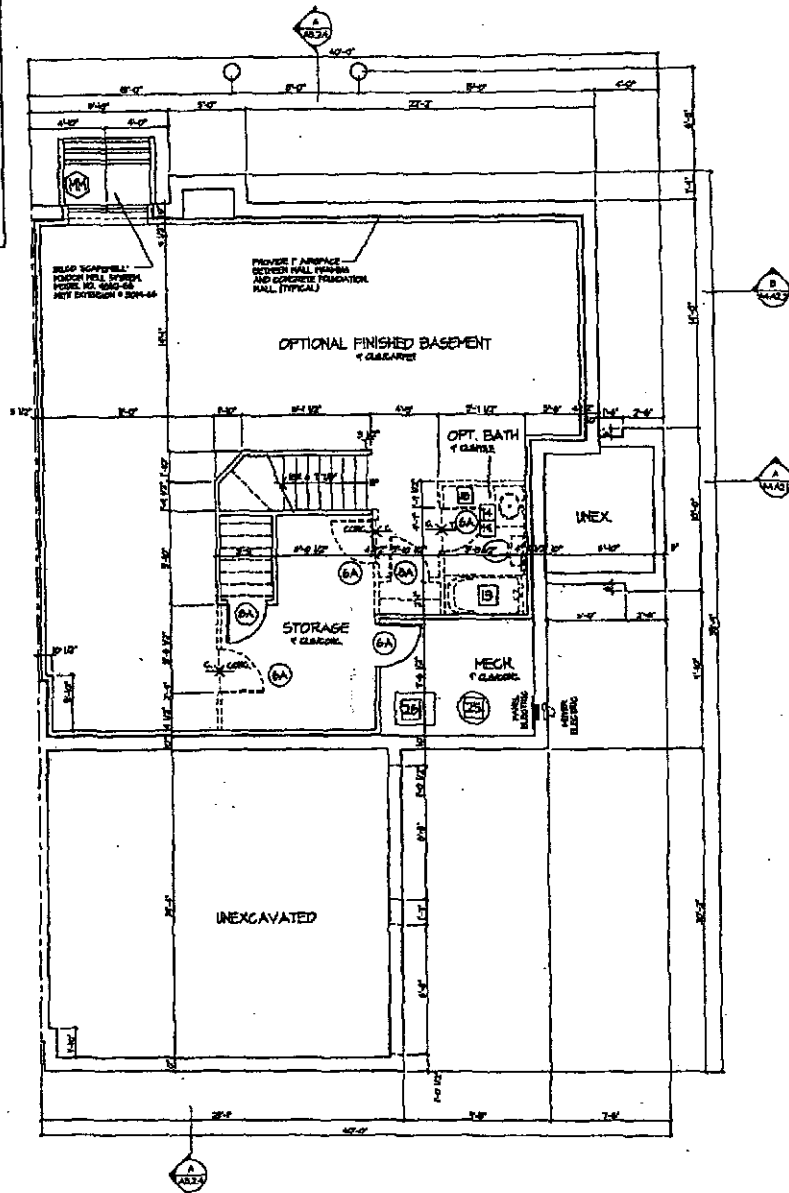
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Schedule  
A-4-55  
Timber Oak  
Plan: B 1  
Level:  
Basement  
Plan Name:  
Keene



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UNIT B - BASEMENT PLAN



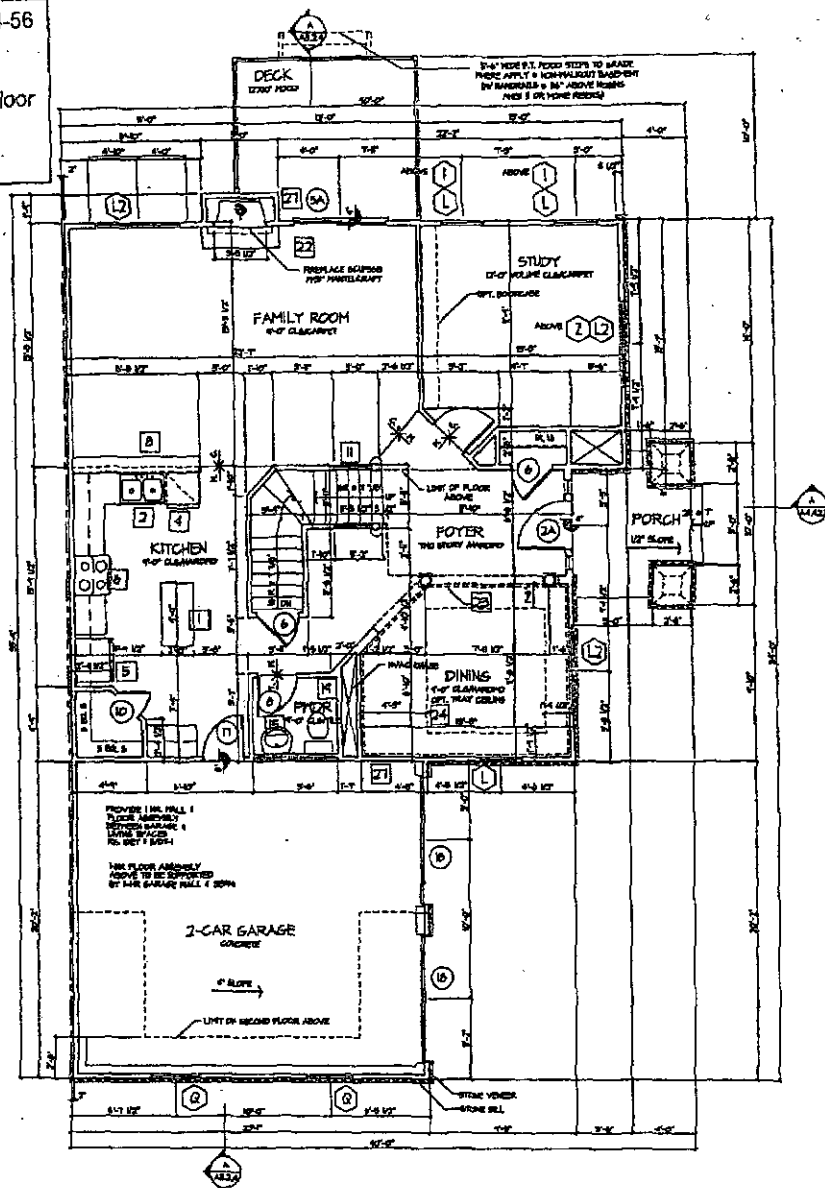
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Schedule A-4-56  
Timber Oak  
Plan: B 1  
Level: First Floor  
Plan Name:  
Keene



THE VILLAGES @ TIMBER OAK

UNIT B - FIRST FLOOR PLAN

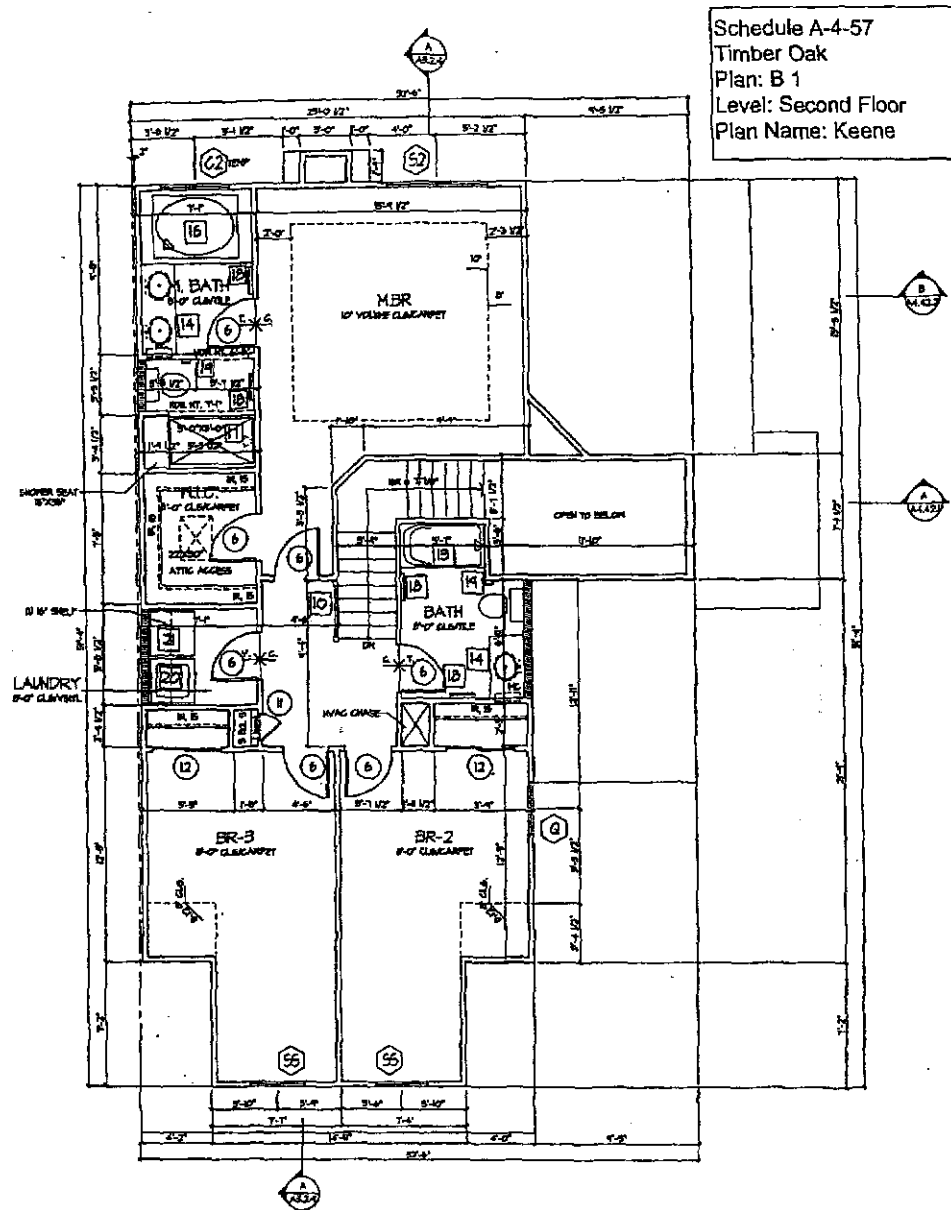


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Schedule A-4-57  
 Timber Oak  
 Plan: B 1  
 Level: Second Floor  
 Plan Name: Keene

THE VILLAGES @ TIMBER OAK UNIT B - SECOND FLOOR PLAN



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## SCHEDULE A-5

ENGINEER'S CERTIFICATE OF COMPLETIONBuilding No(s): Clubhouse

This Certificate is given with respect to the Declaration of Timber Oak by Bethel Danbury Two, LLC recorded contemporaneously herewith in the Land Records of the City of Danbury and Town of Bethel.

I hereby certify to the best of my knowledge and belief:

1. That based upon a visual inspection, all structural components of the above building(s) containing the Units of Timber Oak, are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Survey" and the Plans attached as Schedule A-4 entitled "Plans".
2. That this certificate is made pursuant to the provisions of Section 47-220 of the Common Interest Ownership Act of the Connecticut General Statutes.
3. This certification is an expression of my professional opinion as a Professional Engineer, and, as such, constitutes neither a guarantee nor a warranty, expressed or implied.

Dated: September 19, 2006

CCA, LLC

By: Richard W. Howard, P.E.  
No. 11480

Connecticut Professional Engineer No. 11480



**SCHEDULE A-5**

**ENGINEER'S CERTIFICATE OF COMPLETION**


**Building No(s):** 1

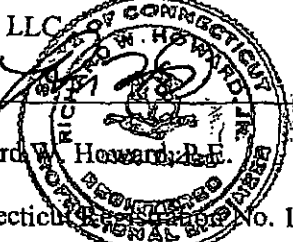
This Certificate is given with respect to the Declaration of Timber Oak by Bethel Danbury Two, LLC recorded contemporaneously herewith in the Land Records of the City of Danbury and Town of Bethel.

I hereby certify to the best of my knowledge and belief:

1. That based upon a visual inspection, all structural components of the above building(s) containing the Units of Timber Oak, are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Survey" and the Plans attached as Schedule A-4 entitled "Plans".
2. That this certificate is made pursuant to the provisions of Section 47-220 of the Common Interest Ownership Act of the Connecticut General Statutes.
3. This certification is an expression of my professional opinion as a Professional Engineer, and, as such, constitutes neither a guarantee nor a warranty, expressed or implied.

**Dated:** September 19, 2006

CCA, LLC  
By:   
Richard W. Howard, P.E.  
Connecticut Professional Engineer No. 11480



**SCHEDULE A-5**

**ENGINEER'S CERTIFICATE OF COMPLETION**

**Building No(s):** 2

This Certificate is given with respect to the Declaration of Timber Oak by Bethel Danbury Two, LLC recorded contemporaneously herewith in the Land Records of the City of Danbury and Town of Bethel.

I hereby certify to the best of my knowledge and belief:

1. That based upon a visual inspection, all structural components of the above building(s) containing the Units of Timber Oak, are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Survey" and the Plans attached as Schedule A-4 entitled "Plans".
2. That this certificate is made pursuant to the provisions of Section 47-220 of the Common Interest Ownership Act of the Connecticut General Statutes.
3. This certification is an expression of my professional opinion as a Professional Engineer, and, as such, constitutes neither a guarantee nor a warranty, expressed or implied.

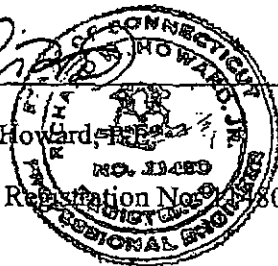
**Dated:** September 19, 2006

CCA, LLC

By: 

Richard W. Howard, P.E.

Connecticut Registration No. 22489



**SCHEDULE A-5**

**ENGINEER'S CERTIFICATE OF COMPLETION**

**Building No(s):**     **3**

---

This Certificate is given with respect to the Declaration of Timber Oak by Bethel Danbury Two, LLC recorded contemporaneously herewith in the Land Records of the City of Danbury and Town of Bethel.

I hereby certify to the best of my knowledge and belief:

1. That based upon a visual inspection, all structural components of the above building(s) containing the Units of Timber Oak, are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Survey" and the Plans attached as Schedule A-4 entitled "Plans".
2. That this certificate is made pursuant to the provisions of Section 47-220 of the Common Interest Ownership Act of the Connecticut General Statutes.
3. This certification is an expression of my professional opinion as a Professional Engineer, and, as such, constitutes neither a guarantee nor a warranty, expressed or implied.

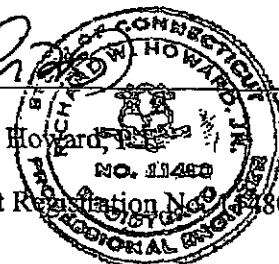
**Dated:** September 19, 2006

CCA, LLC

By: 

Richard W. Howard, P.E.

Connecticut Registration No. 11480



## SCHEDULE A-5

ENGINEER'S CERTIFICATE OF COMPLETIONBuilding No(s): 4

This Certificate is given with respect to the Declaration of Timber Oak by Bethel Danbury Two, LLC recorded contemporaneously herewith in the Land Records of the City of Danbury and Town of Bethel.

I hereby certify to the best of my knowledge and belief:

1. That based upon a visual inspection, all structural components of the above building(s) containing the Units of Timber Oak, are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Survey" and the Plans attached as Schedule A-4 entitled "Plans".
2. That this certificate is made pursuant to the provisions of Section 47-220 of the Common Interest Ownership Act of the Connecticut General Statutes.
3. This certification is an expression of my professional opinion as a Professional Engineer, and, as such, constitutes neither a guarantee nor a warranty, expressed or implied.

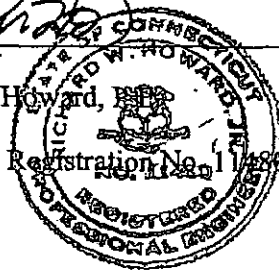
Dated: September 19, 2006

CCA, LLC

By: 

Richard W. Howard, P.E.

Connecticut Registration No. 111286



SCHEDULE A-5

ENGINEER'S CERTIFICATE OF COMPLETION

Building No(s): 5

This Certificate is given with respect to the Declaration of Timber Oak by Bethel Danbury Two, LLC recorded contemporaneously herewith in the Land Records of the City of Danbury and Town of Bethel.

I hereby certify to the best of my knowledge and belief:

1. That based upon a visual inspection, all structural components of the above building(s) containing the Units of Timber Oak, are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Survey" and the Plans attached as Schedule A-4 entitled "Plans".
2. That this certificate is made pursuant to the provisions of Section 47-220 of the Common Interest Ownership Act of the Connecticut General Statutes.
3. This certification is an expression of my professional opinion as a Professional Engineer, and, as such, constitutes neither a guarantee nor a warranty, expressed or implied.

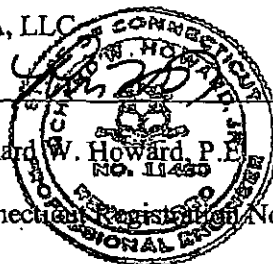
Dated: September 19, 2006

CCA, LLC

By: \_\_\_\_\_

Richard W. Howard, P.E.  
No. 11480

Connecticut Registration No. 11480



SCHEDULE A-6  
LAND SUBJECT TO DEVELOPMENT RIGHTS  
TIMBER OAK

All that certain piece or parcel of land situate in the Towns of Bethel and Danbury, County of Fairfield, State of Connecticut as shown on map entitled "Perimeter Survey Lexington Crossing, Grassy Plain Street, Mansfield Street, Liberty Street and Manion Lane, Bethel and Danbury, Conn., prepared for Bethel Danbury One, LLC and Bethel Danbury Two, LLC" dated July 17, 2003, scale 1"=60', prepared by CCA, LLC of Brookfield Connecticut, which map is recorded in the Town of Bethel on December 4, 2003 as Map File 24, Map 118A, 118B, and 118C and in the City of Danbury on December 4, 2003 as Map 11536, 11537 and 11538 and being more particularly bounded and described as follows:

PARCEL B (PART 2)

Beginning at a point of the Easterly highway line of said Grassy Plain Street and the Northwestern corner of lands belonging now or formerly to Paradise Family L.P.; Thence along the Easterly highway line of said Grassy Plain Street N27°35'33"E 201.00' to a point on the Southwesterly corner of lands belonging now or formerly to Eversouth LLC; Thence along the Northerly line of lands belonging to said Eversouth LLC S80°45'57"E 530.34' to a point on the Westerly right-of-way line of lands belonging now or formerly to CONRAIL; Thence along the Westerly right-of-way of land belonging to said CONRAIL S21°11'27"E 145.00' to a point on the Southeasterly corner of lands belonging now or formerly to the Town of Bethel; Thence the following two courses S55°11'03"W 239.67', N69°14'27"W 505.00' to the point or place of beginning.

Said parcel containing 3.32 +/- Acres.

PARCEL B (PART 1)

Beginning at a point on the Westerly highway line of Grassy Plain Street and the Southeasterly corner of lands belonging now or formerly to Robert J. and Tracy Edwards; Thence along the Westerly highway line of said Grassy Plain Street the following two courses S24°16'00"W 172.58'; S36°35'00"W 91.08' to a point; Thence the following N67°31'52"W 675.00', S00°10'11"E 190.00', S61°12'17"E 525.00', S48°23'00"W 238.90', S31°58'30"W 197.94', S36°30'20"W 21.82' to a point on the Northeasterly corner of lands belonging now or formerly to Peter A. and Gerald DiMasi; Thence the following N64°20'12"W 133.75', N45°53'07"W 96.32', N33°19'07"W 108.62', S33°57'23"W 214.25', N59°58'20"W 163.57', N21°51'20"E 222.00', N69°29'40"W 47.83', N21°59'20"E 79.66', N64°49'10"W 72.98', S22°11'20"W 285.00', N60°45'40"W 120.55', N10°37'43"E 146.36', N83°57'36"W 113.50', N02°34'38"E 121.59', N02°34'38"E 61.99', S85°26'14"W 114.96', N06°49'46"W 440.76',

N72°23'14"E 110.00', N11°09'14"E 150.00', S85°04'14"W 194.00', N02°06'46"W 227.26',  
N15°03'46"W 406.56', N82°12'14"E 250.00', N18°02'16"W 535.00', N71°57'44"E 50.00',  
N80°01'14"E 395.12', N80°59'44"E 576.60' to a point on the Westerly street line of Manion  
Lane; Thence along the Westerly street line of said Manion Lane the following two courses  
S16°14'37"E 75.23', S25°07'43"E 100.32' to a point; Thence the following: S42°21'17"W  
162.95', S63°05'17"W 229.20', S09°31'43"E 175.14', S21°57'43"E 751.00', S13°48'43"E  
146.00', S08°48'17"W 317.25', N75°22'59"E 456.91', S05°25'16"E 99.48', S68°15'00"E  
150.00' to the point or place of beginning.

Said parcel containing 49.39 +/- Acres.

**SCHEDULE A-7**  
**LOCATION OF BUILDING WATER METERS IN DANBURY BUILDINGS**  
**FULL DEVELOPMENT**

BLDG #	UNIT #
1	108
2	201
3	308
4	401
5	508
6	608
7	708
8	801
9	901
10	1008
11	1108
12	1208
13	1301
14	1408
15	1501
16	1601
17	1701
18	1808
19	1908
20	2008
21	2101
22	2201
23	2308
24	2401
25	2508
26	2601
27	2708
28	2801
29	2908
30	3004
31	3101
32	3208
33	3301
34	3408
35	3504
36	3606
37	3701
38	3801
39	3904
41	4101
42	4202
43	4301
44	4402
45	4501
46	4601



**EXHIBIT B**  
**BYLAWS**

**BYLAWS OF TIMBER OAK ASSOCIATION, INC.**

**ARTICLE I - INTRODUCTION**

These are the Bylaws of Timber Oak Association, Inc. (the "Association")

**ARTICLE II - EXECUTIVE BOARD**

**Section 2.1 - Number and Qualification; Termination of Declarant Control.**

- (a) The affairs of the Common Interest Community and the Association shall be governed by an Executive Board (the "Directors") consisting of five (5) persons, the majority of whom, excepting the members of the Executive Board elected by the Declarant, shall be Unit Owners. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Unit Owner shall be eligible to serve as an Executive Board member. The members of the Executive Board shall be elected by the Unit Owners except for those appointed by the Declarant. At any meeting at which Executive Board members are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these Bylaws, the Act or State Corporate Law.
- (b) The terms of at least two (2) of the members of the Executive Board shall expire annually, as established in a resolution of the members setting terms.
- (c) Section 8.9 of the Declaration shall govern appointment of members of the Executive Board during the period of Declarant control.
- (d) The Executive Board shall elect the officers. The Directors and Officers shall take office upon election.
- (e) At any time after Unit Owners other than the Declarant are entitled to elect a Director, the Association shall call and give not less than ten, nor more than sixty, days notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the President or Secretary fails to do so.

**Section 2.2 - Powers and Duties.** The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association and of the Condominium which shall include (subject to the above exception) the Power and Duties specified in Article XXV of the Declaration.

**Section 2.3 - Standard of Care.** In the performance of their duties, the Officers and Directors of the Executive Board are required to exercise the care required of fiduciaries of the Unit Owners, if appointed by the Declarant, and ordinary and reasonable care if elected by the Unit Owners.

**Section 2.4 - Additional Limitations.** The Executive Board shall be additionally limited pursuant to Article XXV of the Declaration.

**Section 2.5 - Manager.** The Executive Board may employ a manager for the Common Interest Community at a compensation established by the Executive Board, to perform such duties and services as the Executive Board shall authorize. The Executive Board may delegate to the manager only the powers granted to the Executive Board by Article 27.2(c), (e), (g) and (h) of the Declaration. Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Executive Board, and to fulfill the requirements of the budget.

**Section 2.6 - Removal of Directors.** The Unit Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any Director with or without cause, other than a Director appointed by the Declarant.

**Section 2.7 - Vacancies.** Vacancies in the Executive Board caused by any reason other than the removal of a Director by a vote of the Unit Owners, may be filled at a special meeting of the Executive Board held for that purpose at any time after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum, in the following manner:

- (a) as to vacancies of Directors whom Unit Owners other than the Declarant elected, by a majority of the remaining such Directors constituting the Executive Board;
- (b) as to vacancies of Directors whom the Declarant has the right to appoint, by the Declarant.

Each person so elected or appointed shall be a Director for the remainder of the term of the Director so replaced.

**Section 2.8 - Regular Meetings.** The first regular meeting of the Executive Board following each annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at the meeting at which such Executive Board shall have been elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the Directors shall be present. The Executive Board may set a schedule of additional regular meetings by resolution and no further notice is necessary to constitute such regular meetings.

**Section 2.9 - Special Meetings.** Special meetings of the Executive Board may be called by the President or by a majority of the Directors on at least three (3) business days' notice to each Director. The notice shall be hand-delivered or mailed and shall state the time, place and purpose of the meeting.

**Section 2.10 - Location of Meetings.** All meetings of the Executive Board shall be held within the City of Danbury and Town of Bethel, unless all Directors consent in writing to another location.

**Section 2.11 - Waiver of Notice.** Any Director may waive notice of any meeting in writing. Attendance by a Director at any meeting of the Executive Board shall constitute a waiver of notice. If all the Directors are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

**Section 2.12 - Quorum of Directors.** At all meetings of the Executive Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the meeting. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 2.13 - Compensation.** A Director may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties. Directors acting as officers or employees may also be compensated for such duties.

**Section 2.14 - Consent to Corporate Action.** If all the Directors or all members of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Directors or committee constitutes a quorum for such action, such actions shall be a valid corporate action as though it had been authorized at a meeting of the Executive Board or the committee, as the case may be. The Secretary shall file such consents with the minutes of the meetings of the Executive Board.

### **ARTICLE III - UNIT OWNERS**

**Section 3.1 - Annual Meeting.** Annual meetings of Unit Owners shall be at such time as the Executive Board may designate. At such meeting, the Directors shall be elected by ballot of the Unit Owners, in accordance with the provisions of Article II. The Unit Owners may transact other business at such meetings as may properly come before them.

**Section 3.2 - Budget Meeting.** Meetings of Unit Owners to consider proposed budgets shall be called in accordance with Sections 19.5 and 19.6 of the Declaration. The budget may be considered at Annual Meetings or at Special Meetings called for other purposes as well.

**Section 3.3 - Special Meetings.** Special Meetings of Unit Owners may be called by the President, a majority of the Executive Board, or by Unit Owners having twenty percent (20%) of the Votes in the Association.

**Section 3.4 - Place of Meetings.** Meetings of the Unit Owners shall be held at such suitable place convenient to the Unit Owners as may be designated by the Executive Board or the President.

**Section 3.5 - Notice of Meetings.** Except for budget meetings, for which notice shall be given in accordance with Sections 19.5 and 19.6 of the Declaration, the Secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner, not less than ten (10), nor more than sixty (60) days in advance of any meeting. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes and any proposal to remove an officer or Director of the Executive Board. No action shall be adopted at a meeting except as stated in the notice.

**Section 3.6 - Waiver of Notice.** Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing, and such waiver shall be deemed equivalent to the receipt of such notice.

**Section 3.7 - Adjournment of Meetings.** At any meeting of Unit Owners, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time.

**Section 3.8 - Order of Business.** The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call (or check-in procedure).

- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports.
- (e) Establish number and term of memberships of the Executive Board (if required and noticed).
- (f) Election of inspectors of election (when required).
- (g) Election of Members of the Executive Board (when required).
- (h) Ratification of Budget (if required and noticed).
- (i) Unfinished business.
- (j) New business.

**Section 3.9 - Voting.**

- (a) If only one of several owners of a Unit is present at a meeting of the Association, that owner is entitled to cast all the votes allocated to that Unit. If more than one of the owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.
- (b) Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this Subsection only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term.
- (c) The vote of a corporation may be cast by any officer of such corporation in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation. The vote of a Partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The vote of a limited liability company may be cast by any member or manager of such company in the absence of express notice of the designation of a specific person by the owning company. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or limited liability company owner is qualified so to vote.
- (d) No votes allocated to a Unit owned by the Association may be cast.

**Section 3.10 - Quorum.** Except as otherwise provided in these Bylaws, the Unit Owners present in person or by proxy, at any meeting of Unit Owners, shall constitute a quorum at such meeting.

**Section 3.11 - Majority Vote.** The vote of a majority of the Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required in the Declaration, these Bylaws or by law.

#### **ARTICLE IV - OFFICERS**

**Section 4.1 - Designation.** The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary. The President and Vice President but no other officers, are required to be Directors. Any two offices may be held by the same person, except the offices of President and Vice President and the offices of President and Secretary. The office of Vice President may be vacant.

**Section 4.2 - Election of Officers.** The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Executive Board and shall hold office at the pleasure of the Executive Board.

**Section 4.3 - Removal of Officers.** Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Executive Board, or at any special meeting of the Executive Board called for that purpose.

**Section 4.4 - President.** The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Unit Owners and of the Executive Board. He or she shall have all of the general powers and duties which are incident to the office of President of a nonstock corporation organized under the laws of the State of Connecticut, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. He or she may fulfill the role of Treasurer in the absence of the Treasurer. The President, as attested by the Secretary, may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

**Section 4.5 - Vice President.** The Vice President shall take the place of the President and perform his or her duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Executive Board shall appoint some other Director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as may be imposed upon him or her by the Executive Board or by the President.

**Section 4.6 - Secretary.** The Secretary shall keep the minutes of all meetings of the Unit Owners and the Executive Board. He or she shall have charge of such books and papers as the Executive Board may direct and he or she shall, in general, perform all the duties incident to the office of Secretary of a non stock corporation organized under the laws of the State of Connecticut. The Secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

**Section 4.7 - Treasurer.** The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Executive Board, and he or she shall, in general, perform all the duties incident to the office of Treasurer of a non stock corporation organized under the laws of the State of Connecticut. He or she may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the

Association in such banks as the Executive Board may designate. He or she may have custody of and shall have the power to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others.

**Section 4.8 - Agreements, Contracts, Deeds, Checks, etc.** Except as provided these Bylaws and the Declaration, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Executive Board.

**Section 4.9 - Compensation.** An officer may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties.

**Section 4.10 - Resale Certificates and Statements of Unpaid Assessments.** The Treasurer, Assistant Treasurer, or the manager employed by the Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with Section 47-270 of the Act and statements of unpaid assessments in accordance with Section 47-258(h) of the Act.

The Association may charge a reasonable fee for preparing resale certificates and statements of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Executive Board. The Association may refuse to furnish resale certificates and statements of unpaid assessments until the fee is paid. Any unpaid fees may be assessed as a Common Expense against the Unit for which the certificate or statement is furnished.

#### **ARTICLE V - ENFORCEMENT**

**Section 5.1 - Abatement and Enjoinment of Violations by Unit Owners.** The violation of any of the Rules and Regulations adopted by the Executive Board, or the breach of any provision of the Documents shall give the Executive Board the right, after Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

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

**Section 5.2 - Fine for Violation.** By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to \$50.00 per day for each day that a violation of the Documents or Rules persists after such Notice and Hearing, but such amount shall not exceed that amount necessary to insure compliance with the rule or order of the Executive Board.

#### ARTICLE VI - INDEMNIFICATION

The Directors and Officers of the Association shall be entitled to indemnification subject to and as provided in Sections 33-1116 to 33-1124 inclusive of the Connecticut General Statutes, the provisions of which are hereby incorporated by reference and made a part hereof.

#### ARTICLE VII - RECORDS

**Section 7.1 - Records and Audits.** The Association shall maintain financial records. The financial records shall be maintained and audited in accordance with Article XVIII of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the Documents.

**Section 7.2 - Examination.** All records maintained by the Association or by the Manager shall be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

**Section 7.3 - Records.** The Association shall keep the following records:

- (a) An account for each Unit which shall designate the name and address of each Unit Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Common Expense assessment, the dates on which each assessment comes due, the amounts paid on the account, and the balance due.
- (b) An account for each Unit Owner showing any other fees payable by the Unit Owner.
- (c) A record of all receipts and any capital expenditures anticipated by the Association for the current and next succeeding fiscal year.
- (d) A record of the amount, and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs.
- (e) The current operating budget adopted and ratified pursuant to the Act.
- (f) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant.
- (g) A record of insurance coverage provided for the benefit of Unit Owners and the Association.
- (h) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements.
- (i) Annually the Association shall prepare a balance sheet showing the financial condition of the corporation as of a date not more than four (4) months prior thereto, and a statement of receipts and disbursements for twelve (12) months prior to that date. The balance sheet and statement shall be kept for at least ten years from such date in the principal office of the Association.
- (j) Tax returns for state and Federal income taxation.
- (k) Minutes of proceedings of incorporators, Unit Owners, Executive Board, committees of the Executive Board and waivers of notice.

**Section 7.4 - Form Resale Certificate.** The Executive Board shall adopt a form resale certificate to satisfy the requirement of Section 47-270 of the Act.

#### **ARTICLE VIII - MISCELLANEOUS**

**Section 8.1 - Notices.** All notices to the Association or the Executive Board shall be delivered to the office of the Manager, or if there is no manager, to the office of the Association, or to such other address as the Executive Board may hereafter designate from time to time, by notice in writing to all Unit Owners and to all holders of Security Interests in the Units who have notified the Association that they hold a Security Interest in a Unit. Except as otherwise provided, all notices to any Unit Owner shall be sent to his or her address as it appears in the records of the Association. All notices to holders of Security Interests in the Units shall be sent, except where a different manner of notice is specified elsewhere in the Documents, by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Association. All notices shall be deemed to have been given when mailed, except notices of changes of address which shall be deemed to have been given when received.

**Section 8.2 - Fiscal Year.** The Executive Board shall establish the fiscal year of the Association.

**Section 8.3 - Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**Section 8.4 - Office.** The principal office of the Association shall be on the Property or at such other place as the Executive Board may from time to time designate.

**Section 8.5 - Restrictions:** Reference is made to the Rules and Regulations of the Condominium which are incorporated herein by reference.

#### **ARTICLE IX - AMENDMENT TO BYLAWS**

The Bylaws may be amended only pursuant to the provisions of Article XVI of the Declaration.

Certified to be the Bylaws adopted by consent of the incorporator of Timber Oak Association, Inc. dated September 28, 2006.

Timber Oak Association, Inc.

By: 

PRESIDENT

Received for Record at Danbury, CT  
On 09/28/2006 At 1:41:46 pm

