

Condo Declaration-CC&Rs
Walnut Tree Village Condominium

**AMENDED and RESTATED
DECLARATION
OF
WALNUT TREE VILLAGE**

WHEREAS, Walnut Tree Developers, Inc., a Connecticut corporation with an office at Newtown, Connecticut submitted the real property in the Town of Newtown, Connecticut described in Exhibit A-1, to the provisions of the Common Interest Ownership Act, [Public Act 33-474] of the Connecticut General Statutes, as amended, for the purpose of creating Walnut Tree Village by filing on the Newtown Land Records that certain Declaration recorded in Volume 524 at Page 778 (the "Original Declaration"); and

WHEREAS, Walnut Tree Developers, Inc. did construct units 1 through 127 and 135 through 139, and did amend the Original Declaration by filing the following amendments in the following volumes and pages of the Newtown Land Records:

Amendment dated April 27, 1996 and recorded April 29, 1996 in Volume 531 at Page 268, amendment dated June 27, 1996 and recorded April 29, 1996 in Volume 535 at Page 973, amendment dated October 25, 1996 and recorded October 25, 1996 in Volume 543 at Page 552, amendment dated January 2, 1997 and recorded February 6, 1997 in Volume 549 at Page 620, amendment dated October 6, 1997 and recorded October 7, 1997 in Volume 564 at Page 827, amendment recorded December 10, 1997 in Volume 569 at Page 1, amendment dated February 5, 1998 and recorded February 6, 1998 in Volume 572 at Page 420, amendment dated April 9, 1998 and recorded on April 14, 1998 in Volume 577 at Page 448, amendment dated July 30, 1998 and recorded on July 31, 1998 in Volume 588 at Page 407, amendment dated August 1, 1998 and recorded September 10, 1998 in Volume 592 at Page 21, and re-recorded on October 20, 1998 in Volume 595 at Page 61 to correct an error in Exhibit A-2, and Amendment dated October 30, 1998, recorded on November 6, 1998 in Volume 596 at Page 778, and Amendment dated December 15, 1998 and recorded December 16, 1998 in Volume 600 at Page 161 and Amendment dated March 17, 1999 and recorded in Volume 608 at Page 34 and Amendment dated June 28, 2001 and recorded in Volume 670 at Page 576, Amendment dated October 1, 2001 and recorded in Volume 680 at Page 436 Amendment dated April 5, 2002 and recorded in Volume 704 at Page 570, and Amendment dated July 16, 2002 and recorded in Volume 718 at Page 667; and

WHEREAS, Walnut Tree Developers, Inc. desires to develop and construct units 128 through 134 and 140 through 189, consider Units 1 through 80 and 80a as the first phase and Units 81 through 189 to be the second phase of the Condominium, and pursuant to the terms of Original Declaration, as amended, may only do so by further amending the Original Declaration; and

WHEREAS, the Original Declaration may only be amended by obtaining the affirmative vote or agreement of the owners of at least 67% of units 1-1270 and 135 through 139, and an amendment for the extension of the Declarant's Development Rights may only be filed upon obtaining the affirmative vote of at least 80% of Units 1 through 1270 and 135 through 139, which consents have been obtained, as evidenced by the Secretary's Certificate attached hereto as Exhibit I; and

WHEREAS, as the Original Declaration has been amended numerous times, and Walnut Tree Developers, Inc. and the owners of units 1 through 1270 and 135 through 139 wish to separate the two phases as provided for herein;

NOW, THEREFORE, this Amended and Restated Declaration is entered into and filed and is intended to supercede the Original Declaration, as amended.

ARTICLE I Definitions

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

Section 1.1 -Act. The Common Interest Ownership Act, [Public Act 83-474] of the Connecticut General Statutes as it may be amended from time to time.

Section 1.2-(a) 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 Exhibit A-2.

(b) Council Allocated Interests. The undivided interest in the Common Elements, the applicable Council Common Expense liability, and the votes in the applicable Council, allocated to the Unit in that particular Council. The Council Allocated Interests are described in Article IX of this Declaration and shown on Exhibits A-5 and A-6.

Section 1.3 - Association. Walnut Tree Village Condominium Association, Inc., a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to [Section 44] of the Act.

Section 1.4 (a) Bylaws. The bylaws of the Association, as they may be amended from time to time. A copy of the Bylaws is attached hereto as Exhibit B.

(b) Council Bylaws. The Bylaws of a Council, as they be amended from time to time. A copy of the Bylaws of the Phase I Council and Phase II Council are attached hereto as Exhibits B-1 and B-2, respectively.

Section 1.5 - Common Element. All portions of the Common Interest Community other than the Units. Common Elements within a Council Area shall include Limited Common Elements as the same may be applicable.

Section 1.6 -(a) Common Expenses. The expenses for the operation of the Common Interest Community as set forth in Section 19.1.1 of this Declaration.

(b) Council Common Expenses. The expenses for the operation of a Council as set forth in Section 19.1.2 of this Declaration.

Section 1.7- Condominium. Walnut Tree Village.

Section 1.8 - Declarant. Walnut Tree Developers, Inc., a Connecticut Corporation or its successor as defined in [Subsection 3(12)] of the Act.

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

Common Interest Community. Declarant also states therein possible development on property it may acquire subsequent to this Declaration.

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, Council Bylaws, and the Rules as they be amended from time to time. Any exhibit, schedule, or certification accompanying a 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 notices 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 hold a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVIII.

Section 1.15 - Executive Board. The board of directors of the Association.

Section 1.16 - Improvements. Any construction or facilities existing or to be constructed on the land included in the Condominium, including but not limited to, buildings, trees and shrubbery planted by the Declarant, the Association, or a Council, 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 22] of the Act for the exclusive use of one or more but fewer than all of the Units. The Limited Common elements in the Condominium 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 or the applicable Council, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 24.1 of this Declaration.

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

Section 1.20 - Person. An individual, corporation, 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 Exhibit 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 Condominium, adopted by the Executive Board and/or a Council Board pursuant

to this Declaration. The Rules of the Association are attached hereto as Exhibit B-3. The Rules of the Phase I Council and the Phase II Council are attached hereto as Exhibits B-4 and B-5, respectively.

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 or a Council, and any other consensual lien or title retention contract intended as security for an obligation.

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

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

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

Section 1.28 – Council. There shall be two Councils, being the Phase I Council and the Phase II Council. The Phase I Council shall be incorporated as a non-stock corporation organized under the laws of the State of Connecticut, and shall be a Council of the Unit Owners owning units 1 through 80 and Unit 80a. The Phase II Council shall be incorporated as a non-stock corporation organized under the laws of the State of Connecticut, and shall be a Council of the Unit Owners owning units 81 through 1890.

Section 1.29 – Council Board. Each Council shall have a Council Board as more particularly in Article XXV of this Declaration.

Section 1.30 – Council Area. The Phase I Council Area shall be that area labeled “Phase I Council Area” on the survey attached hereto as Exhibit A-7. The Phase II Council Area shall be that area labeled “Phase II Council Area” on the survey attached hereto as Exhibit A-7.

The following are attached hereto as Exhibits:

- Exhibit A-1 – Legal Description of the land
- Exhibit A-2 – Allocated Interests in the Condominium Association
- Exhibit A-3 – Survey
- Exhibit A-4 – Plans
- Exhibit A-5 – Phase I Council Allocated Interests
- Exhibit A-6 – Phase II Council Allocated Interests
- Exhibit A-7 - Survey showing Council Areas
- Exhibit B - Bylaws of the Association
- Exhibit B-1 – Phase I Council Bylaws
- Exhibit B-2 – Phase II Council Bylaws
- Exhibit B-3 – Rules of the Association
- Exhibit B-4 – Rules of the Phase I Council
- Exhibit B-5 – Rules of the Phase II Council

- Exhibit I - Secretary's Certificate

ARTICLE II

Name and Type of Condominium, Association and Councils

Section 2.1 - Condominium. The name of the Condominium is Walnut Tree Village.

Section 2.2 - Association. The name of the Association is Walnut Tree Village Condominium Association, Inc.

Section 2.3 - Councils. The name of the Council for units 1 through 80 and 80a (the "Phase I Council") is Walnut Tree Village Phase I Council, Inc. The name of the Council for units 81 through 1890 is Walnut Tree Village Phase II Council, Inc.

ARTICLE III

Description of Land

The Condominium is situated in the Town of Newtown, Connecticut and is located on land described in Exhibit A-1.

ARTICLE IV

Maximum Number of Units, Identification and Boundaries

Section 4.1 Number of Units. The Condominium presently contains twenty-four buildings having 132 units and Unit 80a. The Condominium may include up to a maximum of 256 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) Walls, floors, windows, exterior doors and ceilings are designated as boundaries of a Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are 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 spaces and Improvements lying within the boundaries described in Subsection 4.3(a) above, and shall also contain any pipes, wires, ducts and conduits situated in the perimeter walls of 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, wires, 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 Plan:* If this definition is inconsistent with the Survey and Plans, then this definition shall control.

ARTICLE V

Limited Common Elements

Section 5.1 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, or any other fixture lies 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 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 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.

(c) 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, the use of which is limited to the Unit beneath it.

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

(f) Except for those Limited Common Elements (as defined herein) allocated to a specific unit, Common Elements located within the area shown as "Phase I Council Area" on Exhibit A-7 shall be Limited Common Elements for Units 1 through 80 and 80a, and the Common Elements located within the area shown as "Phase II Council Area" on Exhibit A-7 shall be Limited Common Elements for Units 81 through 1890.

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 except for those in certain Limited Common Elements set forth in subsection (f) above, in which case the fee ownership of the Limited Common Elements within the Phase I Council Area not specifically allocated to a particular Unit is vested in the owners of Units 1 through 80 and 80a and the fee ownership of the Limited Common Elements within the Phase II Council Area not specifically allocated to a particular Unit is vested in the owners of Units 81 through 1890.

Section 5.2 Unit 80a Notwithstanding anything to the contrary set forth herein, it is acknowledged that Unit 80a is a freestanding residential dwelling, commonly known as the "white house." The area on the Survey delineated as "limited common element area" shall be an area allocated for the exclusive use of Unit 80a. Said Unit 80a shall be and is part of the Walnut Tree Village Condominium Association and shall pay the same common charge as a Mayfair model. It shall be subject to all of the Planning & Zoning rules as an EH-10 age restricted condominium as are the other units in said Association and is subject to the by-laws of the Association. The owner of Unit 80a shall be permitted to add a garage provided said owner obtains all necessary land use approvals from the Town of Newtown and said garage is built within said "limited common element

area". With respect to the septic and well serving said unit, the owner of the unit is solely responsible for their maintenance and repair or replacement. The owner of said unit may, at the owner's sole cost and expense, elect to connect to the Town sewer and/or water lines that serve the condominium known as Walnut Tree Village. Further, the condominium association shall not be responsible for the maintenance of any pre-existing condition with respect to Unit 80a. Said pre-existing conditions are disclosed on a Connecticut Department of Consumer Protection Residential Property Condition Disclosure Report completed by Declarant and a copy of which has been delivered to the Phase I Council.

Section 5.3 Gate The Declarant shall install a permanent breakaway gate at the roadway connecting the Phase I and Phase II Areas. The location is shown on the map entitled "Walnut Tree Village II, Site Development Plan" on file in the Newtown Planning & Zoning office.

ARTICLE VI

Maintenance, Repair and Replacement

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

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 or a Council.

Section 6.3 - Limited Common Elements. Notwithstanding the provisions of Sections 6.1 and Section 6.2, each Unit Owner shall be responsible for removing all snow, leaves and debris from all patios and balconies which are Limited Common Elements appurtenant to his or her own 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.

Furthermore, each Unit Owner shall be responsible for the maintenance, repair and replacement of those Limited Common Elements described in Article V Subsections (a) through (e) of this Declaration. The unit Owners within the each Council shall be responsible for the maintenance, repair and replacement of those Limited Common Elements described in Article V Subsection (f) of this Declaration as the same relates to each Council's applicable Council Area.

Section 6.4 - Access. Any person authorized by the Executive Board or the applicable Council Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or 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 rights of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 6.5 - Repairs Resulting From Negligence. Each Unit Owner shall reimburse the Association or Council, as applicable for any damages to any other Unit or to the Common Elements caused by intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association and/or Council Board 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

Any or all of those portions of the Common Elements shown as parking spaces on the Survey, now Limited Common Elements within a Council, may be subsequently allocated to individual Units as Limited Common Elements in accordance with Subsection 8.1(b) and Section 12.1 of this Declaration by the applicable Council.

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 Units, Common Elements, and Limited Common Elements in the location shown as "Development Rights Reserved in this Area" on the Survey and Plans and on any land added pursuant to subsection (d) below as shown on Exhibit A-3.

(b) The right to allocate as Limited Common Elements not more than eighteen of the parking spaces as shown on the Survey and assign them to particular Units.

(c) The right to construct underground lines, pipes, wires, ducts, conduits and other facilities across the land not designated "Development Rights Reserved in this Area" on the Survey for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the land designated "Development Rights Reserved in this Area" on the Survey. The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purpose. If the Declarant grants any such easements, Exhibit A-I shall be amended to include reference to the recorded easement.

(d) The Declarant reserves the right to add land described in Exhibit A-3.

THE DECLARANT MAY OPT NOT TO INCLUDE SUCH FUTURE DEVELOPMENT OF UP TO 175 UNITS IN WALNUT TREE VILLAGE AND NOTHING STATED HEREIN SHALL REQUIRE IT TO DO SO.

At a minimum, it is projected that said abutting parcel and this property will share utility, water and sewerage service and exchange easements necessary to do so.

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 two (2) years after the recording of this Amended and Restated Declaration;

(b) Not more than 123 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.

(e) No Development Rights may be exercised unless approved pursuant to Section 18.5 of this Declaration.

Section 8.3 - Phasing of Development Rights. No assurances are made by the Declarant regarding the portions of the areas shown as "Development Rights Reserved in this Area" on the Plans and Survey as to the portions where the Declarant will exercise its Development Rights or 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.

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

(c) To maintain sales offices, management offices, signs advertising the Condominium, and models;

(e) To appoint or remove any officer of the Association, any Executive Board or Council Board member during any period of Declarant control subject to the provisions of Section 8.9 of this Declaration.

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 further the 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 or Council 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, as amended.

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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 and/or a Council. The Declarant reserves the right to remove from the property, (promptly 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 the Phase II Council and Relinquishment of Declarant Control of the Phase I Council.

(a) Subject to Subsection 8.9(b): There shall be a period of Declarant control of the Phase II Council, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Council Board for Phase II. The period of Declarant control shall terminate no later than the earlier of:

(i) Sixty days after conveyance of sixty percent of the Units within the Phase II Council Area that may be created to Unit Owners other than a Declarant.

(ii) Two years after all Declarants have ceased to offer Phase II Council Area Units for sale in the ordinary course of business; or

(iii) Two 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 Phase II Council 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 Phase II Council or Phase II Council 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 days after conveyance of one-third of the Phase II Council Area Units that may be created to Phase II Unit Owners other than a Declarant, at least one member and not less than one-third of the members of the Phase II Council Board shall be elected by Phase II Unit Owners other than the Declarant.

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

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

(e) ——— (e) The Declarant hereby relinquishes any Declarant control rights to the Phase I Council or Phase I Council Board.

(f) . At or about the time of termination of Declarant control of the Association,

Declarant shall provide an audited financial statement in accordance with applicable statutes.

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 until the earlier of the following:

(a) So long as the Declarant is obligated under any warranty or obligation, holds a Development Right to create additional Units or Common Elements, owns any Unit; or

(b) Any Security Interest in any Units; or for two (2) years after recording this Amended and Restated Declaration, whichever is earliest. Earlier termination of certain rights may occur by statute.

Section 8.11 Interference with Special Declarant Rights. Neither the Association, the Phase I Council, the Phase II Council, 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, their Allocated Interests and their Council Allocated Interests are attached as Exhibits A-2, A-5 and A-6, respectively. 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:

As to the Association:

(a) *Undivided Interest in the Common Elements.* The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Common Interest Community. For the purpose of this calculation, the floor areas of basements and attics are not to be counted.

(b) *Liability for the Common Expenses.* The percentage of liability for Common Expenses allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Common Interest Community. For the purpose of this calculation, the floor areas of basements and attics are not to be counted. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XIX of this Declaration.

(c) *Votes.* Each Unit in the Common Interest Community shall have one 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 Exhibit A-2.

As to the Councils:

(d) *Undivided Interests in the Limited Common Elements.* The percentage of the undivided Interests in the Limited Common Elements of a particular Council allocated to each Unit within that Council is based on the relative floor area of each Unit as compared to the floor area of all of the Units within that Council. For the purpose of this calculation, the floor area of basements and attics are not to be counted.

(e) *Liability for Council Common Expenses.* The percentage of liability for Council Common Expenses allocated to each Unit is based on a relative floor area of each unit as compared to the floor area of all of the Units within that Council. For the purpose of this calculation, the floor area of basements and attics are not to be counted. Nothing contained in this subsection shall prohibit certain Council Common Expenses from being apportioned to particular Units under Article XIX of this Declaration.

(f) *Votes.* Each Unit in each Council shall have one 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 Exhibits A-5 or A-6, as applicable.

Section 9.3 – Reallocation of Interests. As the Declarant declares Units in the Phase II Council Area, the Allocated Interests of Units in the Association, and the Council Allocated Interests of Units in the Phase II Council shall be reallocated using the formula set forth in Section 9.2 above.

ARTICLE X

Restrictions on Use, Alienation and Occupancy

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

(a) Each Unit is restricted to residential use as a single-family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom as designated on the plans on file with the building official of the Town of Newtown.

(b) Garages are restricted to use by the Unit to which such Garage is assigned as 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 and the applicable Council.

(d) For any periods during which any Common Expense or Council 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 or Council Board, as applicable may suspend the right to use Common Elements not necessary to give access to a public street.

Section 10.2 - Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-

sharing plan as defined under Chapter 734b of the Connecticut General Statutes.

A Unit may not be leased or rented for a term of less than sixty (60) days. All leases and rental agreements shall be in writing and subject to the requirements of the Documents, the Association and the applicable Council.

Section 10.3 - Zoning Restrictions. This condominium is zoned EH-10 which expressly limits occupancy as provided hereinafter:

1. For purposes of this section, elderly families shall mean a family in which all persons composing the family shall be Sixty-two (62) years of age or more except, (i) direct descendants not minors; (ii) single persons employed as domestic help; and (iii) in the case of married couples, only one of the spouses need be sixty-two (62) years of age or older if there are no minor members of such family (amended 10/1/91).

2. Wherever sixty-two (62) years of age appears hereinabove, fifty-five (55) years of age may be substituted provided that such use at said lower age complies with 42 USCS Sec. 3607 and 24 CFR Sec. 100-304 as amended. The burden of complying with said Code and Regulations shall be on the owner or user of the property affected by this regulation (amended 5/30/94).

Section 10.4 - Special Programs. This condominium is developed for residents over 55 years of age. Pursuant to 42 USCS Sec. 3607, each Council shall have the following facilities and features designed to meet the needs of older persons:

1. A community center with a meeting room designed for the purpose of making available to residents speakers and programs of interest to people 55 years of age or older. It shall provide a place for socializing which is important in this regard. The Councils shall engage speakers on a regular basis who will address health care topics and financial topics of interest to the elderly.

2. The Councils shall establish a newsletter to be published on a regular basis which shall contain notices of the programs available to the residents of their respective Council as well as Council newsworthy events.

3. The Hart Bus Company will provide bus service to and from the Condominium. The exact routes have not yet been determined.

4. Throughout the Condominium, there are continuous community sidewalks with lighting to facilitate residents who have a fitness program. All sidewalks have ramps to provide easy access.

5. There is a Village Green with gazebo within each Council to encourage outdoor special events. There is also approximately one quarter mile of sidewalks surrounding the green for walkers.

6. There is a pond pavilion near the pond to encourage those who may want to exercise and socialize in the undeveloped areas of the property. Maintenance of the pond pavilion shall be the sole responsibility of the Phase I Council.

7. All units are single level residences. The entrances are one step up from the sidewalk and ramps are available and can also be easily installed for those who may need them. The entrances to all units are handicapped accessible as are doorways within the units. Notwithstanding the foregoing, Unit 80a has a pre-existing second floor. All living areas of Unit 80a are, however, on the first floor.

8. The units require no outside maintenance by the occupants. These services will be provided by the applicable Council. Notwithstanding the foregoing, the exterior of that certain unit known as the "white house", also known as Unit 80a, shall be maintained by the owner thereof as more particularly set forth in Section 5.2 hereof.

10. Visiting nursing service is available in the Town of Newtown.

All easements or licenses to which the Condominium is presently subject are recited in Exhibit A-1 to this Declaration. In addition, the Condominium may be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article VIII of this Declaration.

Section 12.1 - Allocation of Limited Common Elements Not Previously Allocated. These provisions shall not apply to the area designated as the Phase 1 Council Area. The Declarant has reserved the right, under Subsection 8.1(b) of this Declaration, to allocate as Limited Common Elements not more than eighteen of the parking spaces shown on the Survey. If any such parking spaces are so allocated, they shall be assigned to particular Units by amendment to this Declaration.

All amendments shall specify to which Unit or Units the Limited Common Element is allocated.

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 Condominium.

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ARTICLE XIII
Additions, Alterations and Improvements

Section 13.1 - Additions, Alterations and Improvements by Unit Owners.

(a) 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 Condominium;

(ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Condominium, without permission of the applicable Council Board;

(iii) After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter an intervening partition or create apertures therein, even if the partition is 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 Condominium. 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 applicable Council Board for approval to do anything that he or she is forbidden to do under Subsection 13.1(a)(ii). The Council 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 a consent by the Council Board to the proposed action. The Council 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 addition, alteration or improvement in or to any Unit shall be executed by the applicable council Board only. Such execution will not, however, create any liability on the part of the Council Board or any of its members to any contractor, subcontractor or material-man 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 applicable Council Board Board, cause any increase in the premiums of any insurance policies carried by the Association, any Council 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 Council Board. Subject to the limitations of Sections 19.5 and 19.6 of this Declaration, a Council Board may make any additions, alterations or improvements to the Common Elements within its Council Area which, in its judgments, 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 applicable Council by the owners of the Units affected by this relocation. If the owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocations. Unless the Council Board determines, within thirty days after receipt of the application, that the reallocations are unreasonable, the Council shall consent to the reallocations and indicate the Council's consent. The amendment shall be executed by those Unit Owners and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association and Council.

Section 14.2 - Recording Amendments. The applicable Council Board shall, in the name of the Council and the Association, prepare and record Surveys or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers. The Executive Board of the Association shall properly execute the amendment for recording.

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 38] of the Act, 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. However, as to issues affecting Councils, one Council may not change the rights, obligations or duties of the other without at least sixty-seven (67%) percent of the votes of each Council. Further, any change which affects only one Council shall be effective upon the vote of 67% of the votes in that Council. The Executive Board shall sign all documents necessary to record amendments, and if the amendment affects only one Council, the applicable Council Board shall also execute the amendment.

Section 15.2 - Recordation of Amendments. Every amendment to this Declaration shall be recorded in every town in which any portion of the Condominium 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 parties executing the amendment.

Section 15.3- When Unanimous Consent Required. Except to the extent expressly permitted or 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 Interest of any Unit, or the uses of which any Unit is restricted, in the absence of unanimous consent of the Unit Owners in the Council Area affected (or both Councils if both Council Areas are affected.)

Section 15.4 - Execution of Amendments. Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the

president of the Association.

Section 15.5 - Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 15.6 - Consent of Holders Security Interests. Amendments are subject to the consent requirements of Article XVIII.

ARTICLE XVI

Amendments to Bylaws

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

ARTICLE XVII

Termination

Termination of the Condominium may be accomplished only in accordance with [Section 38] of the Act.

ARTICLE XVIII

Mortgagee Protection

Section 18.1 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the face 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. When only one Council is involved, the Eligible Mortgagees shall be limited to those holding Security Interests in Units within that Council.

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

(a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;

(b) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity

bond maintained by the Association or applicable Council;

(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 or applicable Council.

Section 18.4 - Consent Required.

(a) *Document Changes.* Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association, a Council 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 as to the Declaration and the Bylaws, (or any greater Unit Owner vote required in this Declaration or the Act) or, as to a Council's Bylaws, the Unit Owners within that Council, 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 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 and replacement of Common Elements;

(iv) Responsibility for maintenance and repairs;

(v) Reallocation of interests in the Condominium 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) Expansions or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

(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;

regularly budgeted Common Expense or Council Common Expense assessments to other than monthly without first obtaining the consent of all Eligible Mortgagees.

Section 18.5 - Development Rights. No Development Rights may be exercised or voluntarily abandoned or terminated by the Declarant unless all persons holding Security Interests in the Development Rights consent to the exercise, abandonment or termination.

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

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

(a) The Common Interest Community contains fifty 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.

Each Council shall provide any Eligible Mortgagee or Eligible Insured, which submits a written request, with a copy of an annual financial statement of that Council within ninety (90) days following the end of each fiscal year of the Council. Such financial statements shall be audited by an independent Certified Public Accountant if :

(c) The Council contains fifty (50) or more Units, in which case the cost of the audit shall be a Council Common Expense; or

(d) Any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

Section 18.8 - Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

Section 18.9 - Attendance at Meetings. Any representative 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 and Council Common Expenses

Section 19.1.1 - Definition of Common Expenses. Common Expenses shall include:

(a) The Association's expenses of administration, maintenance, and repair or replacement of the Common Elements;

(b) Expenses declared to be Common Expenses of the Association 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 19.1.2 – Definition of Council Common Expenses. Council Common Expenses shall include:

(a) The applicable Council's expenses of administration, maintenance and repair or replacement of the Council Common Elements;

(b) Expenses declared to be Council Common Expenses of the Council by the Documents or by the Act;

(c) Expenses agreed upon as Council Common Expenses by the Council; and

(d) Such reserves as may be established by the Council, whether held in trust or by the Council, for repair, replacement or addition to the Council Common Elements or any other real or personal property acquired or held by the Council.

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 Exhibit A-2 to this Declaration. Except as provided in Section 19.3, all Council Common Expenses shall be assessed against all Units within the applicable Council in accordance with the percentage interest in the Council Common Expenses as shown on Exhibits A-5 and A-6 to this Declaration.

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

(a) Any Common Expense or Council Common Expense for services provided by the Association or a Council to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.

(b) 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.

(c) Assessments to pay a judgment against the Association or a Council may be made only against the Units in the Condominium or the applicable Council at the time the judgment was rendered, in proportion to their Common Expense or Council Common Expense liabilities.

(d) If any Common Expense or Council Common Expense is caused by the misconduct of a Unit Owner, the Association or Council, as applicable may, after Notice and Hearing, assess that expense exclusively against his or her Unit.

(e) 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.

(f) Any Common Expense or Council Common Expense associated with the

maintenance, repair or replacement of a Limited Common Element assessed to only one, or more than one but less than all of the Units within a Council shall be assessed equally against the Units to which that Limited Common Element is assigned.

(g) Any Common Expense or Council Common Expense or a portion thereof benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited.

(h) The cost of common utilities within each Council shall be assessed within that Council in proportion to usage if not separately metered.

(i) Any Common Expense or Council Common Expense caused by the misconduct of any Unit Owner may, after notice and hearing, be assessed by the Association or the applicable Council exclusively against the applicable Unit.

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. ~~The Each~~ Association, on behalf of the applicable Council, has a statutory lien on a Unit within that Council's jurisdiction for any assessment levied against that Unit by its Council or fines imposed against its Unit Owner by its Council 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 and Council Common Expense assessments based on the periodic budget adopted by the Association or Council pursuant to Section 19.5 of this Article which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce either the Association's lien, Association's lien on behalf of the applicable Council 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 or a Council.

(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 years after the full amount of the assessments 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 or a Council's lien shall be tolled until thirty 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 (1) of

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 of that Council shall be continued until such time as said Unit Owners ratify a subsequent budget proposed by the Council Board.

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

If a Council Board votes to levy a Council Common Expense assessment not included in the current budget of that Council, other than one enumerated in Section 19.3 of this Declaration, in an amount greater than fifteen (15%) percent of the current annual operating budget of that Council, the Council Board shall submit such Council Common Expense to the Unit Owners of that Council 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 or Council, as applicable, 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 business days after receipt of the request and is binding on the Association, the Executive Board, the Council, the Council Board and every Unit Owner.

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

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

Section 19.10 - Commencement of Common Expense Assessments. Common Expense assessments and Council 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 or Council 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 or Council 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

Section 20.1 - 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.

Section 20.2 – A Council may assign its future income, including its right to receive Council Common Expense assessments, only by the affirmative vote of Unit Owners of Units within that Council to which at least fifty-one (51%) percent of the votes in that Council are allocated, at a meeting called for that purpose.

ARTICLE XXI

Persons and Units Subject to Documents

Section 21.1 - Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded on the Land Records of the Town of Newtown 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.

A Council Board may adopt rules regarding the use and occupancy of Units, Common Elements, and Limited Common Elements within that Council Area and the activities of occupants, subject to notice and comment.

ARTICLE XXII

Insurance

Section 22.1 - Coverage. To the extent reasonably available, the Executive Board of the Association 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 foundations below the undersurfaces of the lower 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 coverage for all risks of direct physical loss commonly insured against except in the case of a conversion building, which should be insured against fire and extended coverage perils.

(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 named insured shall be substantially as follows:

Walnut Tree Village Condominium Association, Inc.

Section 22.3 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$1,000,000.00, 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 rights 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 months' assessments plus reserve funds. The bond shall include a provision that calls for thirty (30) 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 before the bond can be cancelled or substantially modified for any reason; except that if cancellation is for non-payment of premiums, only ten (10) days' notice shall be required.

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 - Premiums. Insurance premiums for Section 22.1 through 22.7 hereof shall be a Common Expense.

Section 22.9 - To the extent reasonably available, each Council Board shall obtain and maintain for its respective Council insurance coverage as set forth in Section 22.10 of the Article. If such insurance is not reasonably available, and the applicable Council Board determines that any insurance described herein will not be maintained, the applicable Council Board shall cause notice of that fact to be hand delivered as sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees of that Council at their respective last known addresses.

Section 22.10 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Council Board but in no event less than \$1,000,000.00, 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 Council Common Elements.

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

(i) Each Unit Owner within the applicable Council is an insured person under the policy with respect to liability arising out of his or her interest in the Council Common Elements or membership in the Council.

(ii) The insurer waives its rights 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 Council, 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 Council'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 Council, 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 22.11 – Fidelity Bonds. A blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Council, whether or not they receive compensation for their services. The bond shall name the Council as obligee and shall cover the maximum funds that will be in the custody of the Council or the manager at any time while the bond is in force, and in no event less than the sum of three months' assessments plus reserve funds. The bond shall include a provision that calls for thirty (30) days' written notice to the Council, 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 before the bond can be cancelled or substantially modified for any reason; except that if cancellation is for non-payment of premiums, only ten (10) days' notice shall be required.

Section 22.12 - Unit Owner Policies. An insurance policy issued to the Council does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 22.13 - Workers' Compensation Insurance. The Council Boards shall obtain and maintain for their respective Councils Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

Section 22.14 - Directors' and Officers' Liability Insurance. Each Council Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of their respective Council in such limits as the respective Council Board may, from time to time, determine.

Section 22.15 - Premiums. Insurance premiums shall be a Council Common Expense for the applicable Council.

Section 22.16 – Notwithstanding anything to the contrary set forth herein, the Association shall maintain those insurances which are designated to be maintained by an Association of Unit Owners in Connecticut General Statute Section 47-255, as amended.

Section 22.17 – Each Council and the Association shall be named as a named insured on the policies maintained by the others.

ARTICLE XXIII

Damage to or Destruction of Property

Section 23.1 - Duty to Restore. Any portion of the Property for which insurance is required under Section 56 of the Act or for which insurance carried by the Association or a Council is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association or Council, as applicable, unless:

- (a) The Condominium is terminated;
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (c) As may relate to the entire Condominium, 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, or as may relate to just one Council, 80% of the Unit Owners within that Council, 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 percent (51%) 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 Condominium or applicable Council.

(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, or Council Common Expense liabilities of all the Units within the applicable Council;

(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 7 (a) of the Act, and the Association or Council, as applicable, shall promptly prepare, the Association shall execute and the Association or Council, as applicable, shall 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 or applicable Council, shall hold any insurance proceeds in trust for the Association or applicable Council the affected 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 or Council, 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 Condominium is terminated.

Section 23.6 - Certificates by the Executive Board or a Council Board. A trustee, if any, may rely on the following certifications in writing made by the Executive Board or Council Board:

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

Section 23.7 - Certificates by Attorneys. If payments are to be made to Unit Owners or mortgagees, the Executive Board or Council Board, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the Land Records of the Town of Newtown from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

ARTICLE XXIV

Rights to Notice and Comment; Notice and Hearing

Section 24.1 - Right to Notice and Comment. Before the Executive Board or a Council Board amends the Bylaws, Council 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 or a Council Board determines, the other Council Board and 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 and the other Council in writing and shall be delivered personally or by mail to all Unit Owners and the other Council Board at such address as appears in the records of the Association or Council, 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 or the other Council Board to be heard at a formally constituted meeting.

Section 24.2 - Right to Notice and Hearing. Whenever the Documents require than 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 Council 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, and to the other Council Board. The notice shall include a general statement of the proposed action and the date, time and place of the

hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 24.3 - Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board or Council Board, as applicable, from a decision of persons other than the Executive Board or Council Board by filing a written notice of appeal with the Executive Board or Council Board within ten (10) days after being notified of the decision. The Executive Board or Council Board, as applicable, shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

Section 24.4 – Disputes. Notwithstanding anything to the contrary set forth herein, any dispute between the Councils shall be resolved by mediation. Either Council may demand mediation. Notice of the demand for mediation shall be given to the other Council in writing and a mediator shall be chosen by the Councils within fifteen days from the date thereof. The mediation hearing shall take place in the Town of Newtown, County of New Haven, State of Connecticut, or within a drive of no more than thirty minutes from Newtown, the particular location being decided by the mediator. Said mediation hearing shall take place no later than thirty days from the receipt of the notice of the demand for mediation. It is mutually agreed that the decision of the mediator shall be a condition precedent to any right of legal action that a party may have against the other. The mediator, if the mediator deems that the case requires it, may add to any award of the party whose contention is sustained such sums as the mediator shall deem proper to compensate the party for time and expense incident to the proceeding, including a reasonable attorney's fee. The mediator shall fix his or her own compensation, unless otherwise provided by agreement, and shall assess the cost or charge of the proceeding upon either or both parties.

The mediator shall be mutually selected by the parties. If the parties cannot agree upon a mediator within fifteen days from the date of notice for the demand for mediation, each party shall select one mediator and the two mediators so selected shall determine a third mediator who shall act as the sole mediator of the matter in dispute.

ARTICLE XXV

Executive Board and Council Boards

Section 25.1 - Minutes of Meetings. The Executive Board shall permit any Unit Owner to inspect the Minutes of Executive Board meetings during normal business hours. The Council Board shall permit any Unit Owners within the applicable Council to inspect the Minutes of that Council Board's meetings during normal business hours. The Minutes shall be available for inspection within fifteen (15) days after any such meeting. Each Council Board shall send copies of its Minutes to the other Council Board within fifteen (15) days after meetings.

Section 25.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Condominium which shall be limited to the following:

- (a) Adopt and amend Bylaws, Rules and Regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves of the Association;
- (c) Collect assessments for Common Expenses from Unit Owners or, on their behalf, from the Phase I and/or Phase II Councils;
- (d) Hire and discharge managing agents for the affairs which are the responsibility of the Association;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors for the affairs which are the responsibility of the Association;
- (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 Condominium;
- (g) Make contracts and incur liabilities for the affairs which are the responsibility of the Association;
- (h) 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 22 of the Act, and for services provided to Unit Owners by or on behalf of the Association;
- (i) 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;
- (j) Impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 71 of the Act or statements of unpaid assessments;
- (k) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance for the Association and Executive Board;
- (l) Assign the Association's right to future income, including the right to receive Common Expense assessments, provided same are authorized in writing by both the Phase I and the Phase II Councils;
- (m) Exercise any other powers conferred by this Declaration or the Bylaws;
- (n) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (o) Exercise any other powers necessary and proper for the governance and operation of the Association;
- (p) 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 the 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;

Each Council Board may act in all instances on behalf of their respective Council, except as provided in this Declaration, the respective Council's Bylaws or the Act. The Council Boards shall have, subject to the limitations contained in this Declaration or in the Act, the powers and duties necessary for the administration of the affairs of their respective Council which shall include, but not limited to, the following:

- (q) Adopt and amend Council Bylaws, Council Rules and Council Regulations;
- (r) Adopt and amend Council Budgets for revenues, expenditures and reserves of the applicable Council;
- (s) Collect assessments for Council Common Expenses from Unit Owners;
- (t) Hire and discharge managing agents for the affairs which are the responsibility of the respective Council;
- (u) Hire and discharge employees and agents, other than managing agents, and independent contractors for the affairs which are the responsibility of the respective Council;
- (v) Institute, defend or intervene in litigation or administrative proceedings in the Council's name on behalf of the Council or two or more Unit Owners on matters affecting the Council;
- (w) Make contracts and incur liabilities for the affairs which are the responsibility of the Council;
- (x) Impose and receive payments, fees or charges for the use, rental or operation of the Council Common Elements, other than Limited Common Elements described in Subsection 2 and 4 of Section 22 of the Act, and for services provided to Unit Owners by or on behalf of the Council;
- (y) Impose charges or interest or both for late payment of assessments and, after notice and hearing levy reasonable fines for violations of this Declaration not already fined by the Association, and the Council Bylaws, Council Rules and Regulations of the Council;
- (z) Impose reasonable charges for the preparation and recordation of amendments to this Declaration;
- (aa) Provide for the indemnification of the Council's Officers and the Council Board and maintain directors and officers liability insurance for the Council and Council Board;
- (bb) Assign a Council's right to future income, including the right to receive Council Common Expense assessments;
- (cc) Exercise any other powers conferred upon a Council by this Declaration or the

Council Bylaws;

(dd) Exercise all other powers that may be exercised in this State by legal entities of the same type as the Council;

(ee) Exercise any other powers necessary and proper for the governance and operation of the Council;

(ff) By resolution, establish committees of directors, permanent and standing, to perform many of the above functions under specifically delegated administrative standards, as designated in the Resolution establishing the Committee. All Committees must maintain and publish notice of their actions to Unit Owners within the Council and the Council Board. However, actions taken by a Committee may be appealed to the Council Board by any Unit Owner within the Council within forty-five (45) days of publication of such notice, and such Committee action must be ratified, modified or rejected by the Council Board at its next regular meeting;

(gg) Regulate the use, maintenance, repair, replacement and modification of the Common Elements within the respective Council Area;

(hh) Cause additional improvements to be made as part of the Common Elements within the respective Council Area;

(ii) Maintain, repair and replace Limited Common Elements within the applicable Council Area, to the extent same are not a Limited Common Element to just one, or more than one but less than all, of the Units within the applicable Council.

Section 25.3 - Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Condominium or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

Section 25.4 - Tax Returns and Financial Statements. Each Council Board shall send to the other Council Board copies of its financial statements annually and its tax returns within fifteen (15) days of filing thereof.

ARTICLE XXVI

Condemnation

If part or all of the Condominium is taken by any power having the authority of eminent domain, all compensation and damages found on account of the taking shall be payable in accordance with Section 7 of the Act.

ARTICLE XXVII

Miscellaneous

Section 27.1 - Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

Section 27.2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.

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

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

Section 27.5 - Conflict. The Documents are intended to comply with the requirements of the Act 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.

ARTICLE XXVIII Indemnification and Hold Harmless

The Association, Phase I Council and Phase II Council shall indemnify and hold each other harmless at all times after the date hereof against and in respect of any action or claim brought as a result of the acts or omissions of the other and in connection with any loss, cost, claim or damage which may occur to third parties, including unit owners within any Council Area including, without limitation, any interest or lien fees and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses incident to any of the foregoing, including the reimbursement for reasonable attorneys fees incurred by the indemnified party or parties, from both the prosecution and/or defense of the matter and claims indemnified against herein or in enforcing the rights of indemnification established herein.

In witness whereof, the Declarant has caused this Amended and Restated Declaration to be executed this ____ day of _____ 2002.

Signed, Sealed & Delivered

Walnut Tree Developers, Inc.

Witness: _____

By: _____

George L. Trudell, II, Vice President
Duly Authorized

Witness: _____

STATE OF CONNECTICUT)

ss: Newtown

COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged before me this ____ day of _____ 2002, by George L. Trudell, II, Vice President of Walnut Tree Developers, Inc., a Connecticut corporation, on behalf of the corporation.

EXHIBIT A-1
LEGAL DESCRIPTION OF THE LAND

DESCRIPTION

All that certain real property situated in the Town of Newtown, County of Fairfield and State of Connecticut being known and designated as Unit No. 1 through 127 Walnut Tree Village Condominium, together with all appurtenances thereto, being more particularly designated and described in a certain Declaration of Condominium by Walnut Tree Developers, Inc. Dated January 2, 1996 and recorded in Volume 524 at Page 778, further amended by instrument dated April 27, 1996 and recorded in Volume 531 at Page 268, further amended by instrument dated June 27, 1996 and recorded in Volume 535 at Page 973, further amended by instrument dated October 25, 1996 and recorded in Volume 543 at Page 552, further amended by instrument dated January 2, 1997 and recorded in Volume 549 at Page 620, further amended by instrument dated October 7, 1997 and recorded in Volume 564 at Page 827, further amended by instrument dated December 10, 1997 and recorded in Volume 569 at Page 1, further amended by instrument dated February 5, 1998 and recorded in Volume 572 at Page 420, further amended by instrument dated April 9, 1998 and recorded in Volume 577 at Page 448, further amended by instrument dated July 30, 1998 and recorded in Volume 588 at Page 407, further amended by instrument dated August 1, 1998 and recorded in Volume 592 at Page 21, further amended by instrument dated August 1, 1998 and recorded in Volume 595 at Page 61, further amended by instrument dated October 10, 1998 and recorded in Volume 596 at Page 778, further amended by instrument dated December 15, 1998 and recorded in Volume 600 at Page 161, further amended by instrument dated March 17, 1999 and recorded in Volume 608 at Page 34, further amended by instrument dated June 28, 2001 and recorded in Volume 670 at Page 576, further amended by instrument dated October 1, 2001 and recorded in Volume 680 at Page 436, further amended by document dated April 5, 2002 and recorded in Volume 704 at Page 570, further amended by document dated July 26, 2002 in Volume 718 at Page 667 of the Newtown Land Records.

Subject to:

1. Current taxes due to the Town of Newtown, including any taxes due to any reassessment or reallocation from the creation of the condominium and/or the completion of the unit and the issuance of a Certificate of Occupancy, which become due and payable after the delivery of the deed for this unit.
2. Any and all provisions of any ordinance, municipal regulation, or public or private law including but not limited to zoning, building and planning laws, rules and regulations as established in and for the Town of Newtown.
3. Any assessment or pending assessment for which a lien or liens have not as yet been filed in the office of the Newtown Town Clerk.
4. Notes and conditions on a survey entitled "Walnut Tree Village" Exhibit A-3 to the Declaration" dated December 14, 1995, revised December 28, 1995, Spath-Bjorklund, Surveyor, and on file in the Newtown Land Records as Map No. 6767.

5. A Special Exception Permit dated 2/17/95 and recorded in Volume 509 at Page 8 of the Newtown Land Records; a Special Exception dated August 21, 2000 and recorded in the Newtown Land Records.
6. A perpetual easement and right of way is reserved by the Declarant for itself, its successors and assigns, for the benefit of other property now owned or in the future acquired by the Declarant, its successors or assigns, such property being the property described in exhibit A-3 (referred to hereafter as the 'future property'). This easement shall be for the purpose of pedestrian and vehicular ingress to and egress from said future property, or such parts thereof as may be added to the condominium. This easement shall run with the land, in favor of the future property, and shall survive any termination of the condominium. This easement burdens the condominium, as described in Exhibit A-1, and any land added to the condominium and the exercise of rights pursuant to this reserved easement shall be confined to certain areas, as follows:
 - (1) Such rights shall be confined to established roadways and/or pathways reasonably designed.
 - (2) Where established roadways and/or pathways that are reasonably required to accommodate such rights do not yet exist (or where connections between the future property and established roadways and/or pathways on the condominium do not yet exist), but are intended to exist according to approved plans for the condominium, then such rights shall be confined to the contemplated locations of such unbuilt roadways and/or pathways; such roadways and/or pathways, or portions thereof, may be constructed by and at the expense of any party exercising such rights.
 - (3) Where established roadways and/or pathways that are reasonably required to accommodate such rights are not otherwise contemplated, such rights may be exercised within such areas as are reasonably designated by the Declarant after reasonable consultation with the Association. In any event they shall not encroach on any unit.
7. An easement in favor of Connecticut Light and Power Company dated September 4, 1995 and recorded in Volume 520 at Page 422 and on October 8, 1997 in Volume 564 at Page 908 of the Newtown Land Records.
8. An easement to Yankee Gas Services Company dated October 11, 1995 and recorded in Volume 520 at Page 418 of the Newtown Land Records.
9. An easement to United Water Connecticut, Inc. Dated October 11, 1995 and recorded in Volume 520 at Page 426 of the Newtown Land Records.
10. The terms, conditions, covenant, restrictions, obligations, reservations and easements contained in the Declaration of Condominium and the Exhibits annexed thereto by Walnut Tree Developers, Inc. Dated January 2, 1996 and recorded in Volume 524 at Page 778 of the Newtown Land Records, as amended.
11. An easement to The Southern New England Telephone Company dated May 30, 1996 and recorded in Volume 533 at Page 690 of the Newtown Land Records.

12. Together with and subject to the terms of Notice of Grant of Special Exception or Special Permit recorded April 18, 1996 in Volume 530 at Page 790 of the Newtown Land Records.
13. Together with and subject to the terms of Notice of Grant of Special Exception or Special Permit dated August 21, 2000 in the Newtown Land Records.
14. Together with and subject to the terms of a Conservation Easement to Nowak et al dated February 27, 2001 and recorded in Volume 655 at Page 745 of the Newtown Land Records.
15. An easement to Yankee Gas Services Company recorded May 15, 2001 in the Newtown Land Records.
16. An easement to United Water Connecticut, Inc. Recorded May 15, 2001 in the Newtown Land Records.
17. An easement to Connecticut Light and Power Company recorded May 22, 2001 in Volume 664 at Page 399 of the Newtown Land Records.
18. Together with and subject to the terms of Notice of Grant of Special Exception or Special Permit dated March 13, 2001 and recorded in Volume 661 at Page 419 of the Newtown Land Records.
19. Variance dated July 22, 1997 and recorded in Volume 560 at Page 266 of said land records.
20. Easement to Connecticut Light and Power Company dated September 29, 1997 and recorded in Volume 564 at Page 908 of said land records.
21. Notice of Grant of Special Exception or Special Permit dated March 7, 2002.

EXHIBIT A-2
Table of Interests

M = Mayfair=1170 sq ft
M II=1030 sq ft
L= Lexington= 1250 sq ft
LII= 1266 sq ft
W= Windsor= 1450 sq ft
WII= 1371 sq ft

Note: Units 1-80a have their own budget. Allocated interests for the remainder of the units will have their own budget. Units 1-80a comprise Phase I Council; units following unit 80a comprise Phase II Council

Unit No.	Unit Type	%Undivided Interest Common Elements	%Liability for Common Elements	Votes in the Association Affairs	% WTV I and II budget only
1	W	.8332	.8332	1	1.377
2	L	.7186	.7186	1	1.187
3	M	.6726	.6726	1	1.111
4	L	.7186	.7186	1	1.187
5	W	.8332	.8332	1	1.377
6	W	.8332	.8332	1	1.377
7	L	.7186	.7186	1	1.187
8	M	.6726	.6726	1	1.111
9	M	.6726	.6726	1	1.111
10	L	.7186	.7186	1	1.187
11	W	.8332	.8332	1	1.377
12	W	.8332	.8332	1	1.377
13	L	.7186	.7186	1	1.187
14	M	.6726	.6726	1	1.111
15	M	.6726	.6726	1	1.111
16	L	.7186	.7186	1	1.187

17	W	.8332	.8332	1	1.377
18	W	.8332	.8332	1	1.377
19	L	.7186	.7186	1	1.187
20	M	.6726	.6726	1	1.111
21	M	.6726	.6726	1	1.111
22	L	.7186	.7186	1	1.187
23	W	.8332	.8332	1	1.377
24	W	.8332	.8332	1	1.377
25	L	.7186	.7186	1	1.187
26	M	.6726	.6726	1	1.111
27	M	.6726	.6726	1	1.111
28	L	.7186	.7186	1	1.187
29	W	.8332	.8332	1	1.377
30	W	.8332	.8332	1	1.377
31	L	.7186	.7186	1	1.187
32	M	.6726	.6726	1	1.111
33	M	1.535	1.535	1	1.111
34	L	.7186	.7186	1	1.187
35	W	.8332	.8332	1	1.377
36	W	.8332	.8332	1	1.377
37	L	.7186	.7186	1	1.187
38	M	.6726	.6726	1	1.111

39	M	.6726	.6726	1	1.111
40	L	.7186	.7186	1	1.187
41	W	.8332	.8332	1	1.377
42	W	.8332	.8332	1	1.377
43	L	.7186	.7186	1	1.187
44	M	.6726	.6726	1	1.111
45	M	.6726	.6726	1	1.111
46	L	.7186	.7186	1	1.187
47	W	.8332	.8332	1	1.377
48	W	.8332	.8332	1	1.377
49	W	.8332	.8332	1	1.377
50	W	.8332	.8332	1	1.377
51	L	.7186	.7186	1	1.187
52	M	.6726	.6726	1	1.111
53	L	.7186	.7186	1	1.187
54	W	.8332	.8332	1	1.377
55	W	.8332	.8332	1	1.377
56	W	.8332	.8332	1	1.377
57	W	.8332	.8332	1	1.377
58	L	.7186	.7186	1	1.187
59	M	.6726	.6726	1	1.111
60	M	.6726	.6726	1	1.111
61	L	.7186	.7186	1	1.187

62	W	.8332	.8332	1	1.377
63	W	.8332	.8332	1	1.377
64	L	.7186	.7186	1	1.187
65	M	.6726	.6726	1	1.111
66	M	.6726	.6726	1	1.111
67	L	.7186	.7186	1	1.187
68	W	.8332	.8332	1	1.377
69	W	.8332	.8332	1	1.377
70	L	.7186	.7186	1	1.187
71	M	.6726	.6726	1	1.111
72	M	.6726	.6726	1	1.111
73	L	.7186	.7186	1	1.187
74	W	.8332	.8332	1	1.377
75	W	.8332	.8332	1	1.377
76	L	.7186	.7186	1	1.187
77	M	.6726	.6726	1	1.111
78	M	.6726	.6726	1	1.111
79	L	.7186	.7186	1	1.187
80	W	.8332	.8332	1	1.377
80A	M	.6726	.6726	1	1.111

End of phase I for budget; following end column phase II budget

81	W	.8332	.8332	1	2.109
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82	L II	.7271	.7271	1	1.841
83	L II	.7271	.7271	1	1.841
84	W	.8332	.8332	1	2.109
85	W	.8332	.8332	1	2.109
86	L II	.7271	.7271	1	1.841
87	L II	.7271	.7271	1	1.841
88	L II	.7271	.7271	1	1.841
89	L II	.7271	.7271	1	1.841
90	W	.8332	.8332	1	2.109
91	W	.8332	.8332	1	2.109
92	LII	.7271	.7271	1	1.841
93	LII	.7271	.7271	1	1.841
94	LII	.7271	.7271	1	1.841
95	LII	.7271	.7271	1	1.841
96	W	.8332	.8332	1	2.109
97	W	.8332	.8332	1	2.109
98	LII	.7271	.7271	1	1.841
99	LII	.7271	.7271	1	1.841
100	LII	.7271	.7271	1	1.841
101	LII	.7271	.7271	1	1.841
102	W	.8332	.8332	1	2.109
103	W	.8332	.8332	1	2.109
104	LII	.7271	.7271	1	1.841

105	LII	.7271	.7271	1	1.841
106	LII	.7271	.7271	1	1.841
107	LII	.7271	.7271	1	1.841
108	W	.8332	.8332	1	2.109
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113	LII	.7271	.7271	1	1.841
114	W	.8332	.8332	1	2.109
115	W	.8332	.8332	1	2.109
116	LII	.7271	.7271	1	1.841
117	LII	.7271	.7271	1	1.841
118	LII	.7271	.7271	1	1.841
119	LII	.7271	.7271	1	2.387
120	W	.8332	.8332	1	2.109
121	WII	.7876	.7876	1	1.994
122	MII	.5913	.5913	1	1.498
123	LII	.7271	.7271	1	1.833
124	LII	.7271	.7312	1	1.841
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126	LII	.7271	.7271	1	1.841
127	WII	.7876	.7876	1	1.994

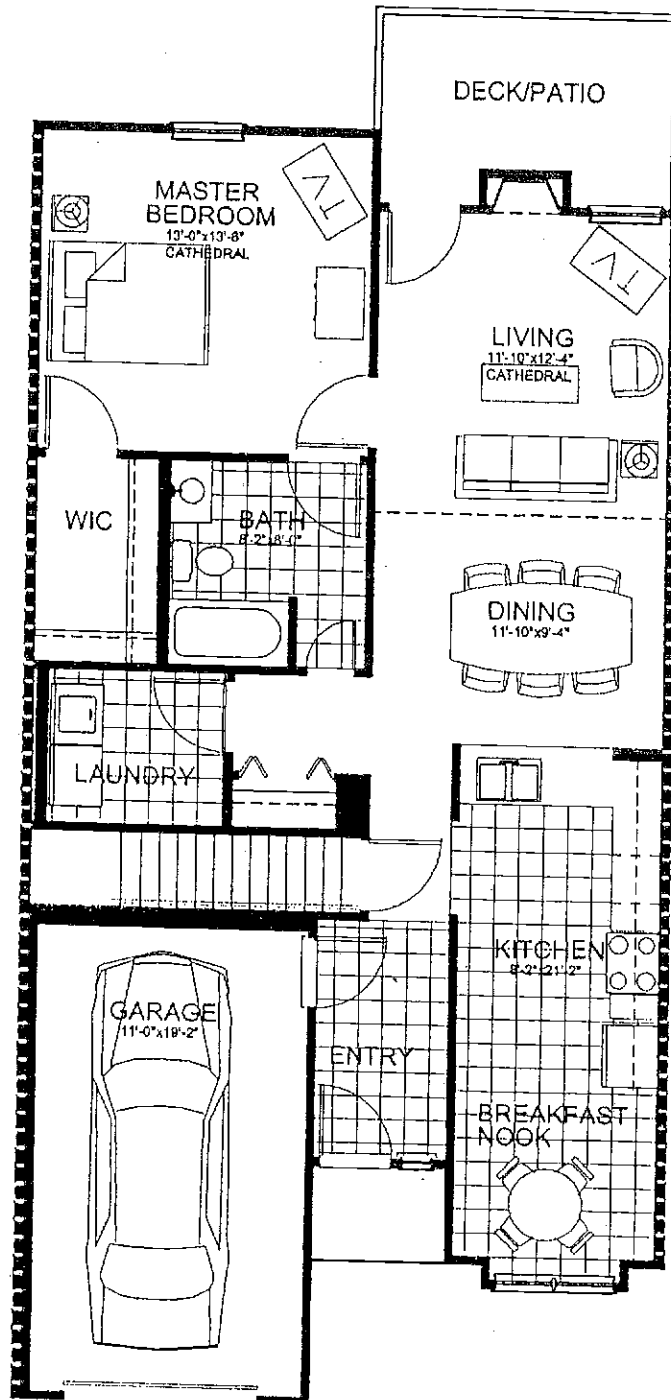
135	W	.8332	.8332	1	2.109
136	LII	.7271	.7271	1	1.841
137	LII	.7271	.7312	1	1,833
138	LII	.7271	.7271	1	1.841
139	W	.8332	.8332	1	2.109

NOTES

13. See also *United States v. Rosenberg*, 100 F.2d 101, 102 (2d Cir. 1936), cert. denied, 298 U.S. 650 (1936).
14. See *United States v. Rosenberg*, 100 F.2d 101, 102 (2d Cir. 1936), cert. denied, 298 U.S. 650 (1936).
15. See *United States v. Rosenberg*, 100 F.2d 101, 102 (2d Cir. 1936), cert. denied, 298 U.S. 650 (1936).
16. See *United States v. Rosenberg*, 100 F.2d 101, 102 (2d Cir. 1936), cert. denied, 298 U.S. 650 (1936).
17. See *United States v. Rosenberg*, 100 F.2d 101, 102 (2d Cir. 1936), cert. denied, 298 U.S. 650 (1936).
18. See *United States v. Rosenberg*, 100 F.2d 101, 102 (2d Cir. 1936), cert. denied, 298 U.S. 650 (1936).
19. See *United States v. Rosenberg*, 100 F.2d 101, 102 (2d Cir. 1936), cert. denied, 298 U.S. 650 (1936).
20. See *United States v. Rosenberg*, 100 F.2d 101, 102 (2d Cir. 1936), cert. denied, 298 U.S. 650 (1936).
21. See *United States v. Rosenberg*, 100 F.2d 101, 102 (2d Cir. 1936), cert. denied, 298 U.S. 650 (1936).
22. See *United States v. Rosenberg*, 100 F.2d 101, 102 (2d Cir. 1936), cert. denied, 298 U.S. 650 (1936).
23. See *United States v. Rosenberg*, 100 F.2d 101, 102 (2d Cir. 1936), cert. denied, 298 U.S. 650 (1936).
24. See *United States v. Rosenberg*, 100 F.2d 101, 102 (2d Cir. 1936), cert. denied, 298 U.S. 650 (1936).



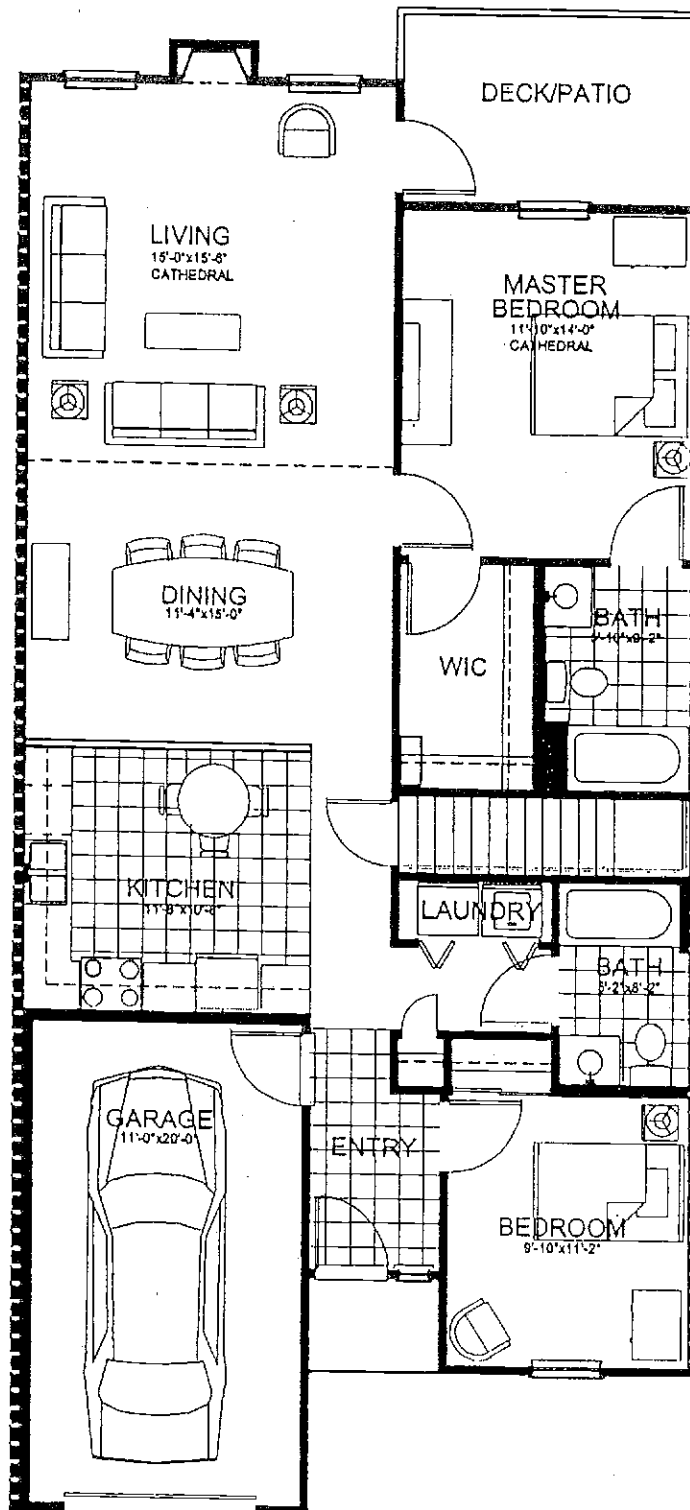
EXHIBIT A-4
PLANS



MAYFAIR - INTERIOR UNIT
1030 +/-SF - 1 BEDROOM & 1 FULL BATH

Phase II

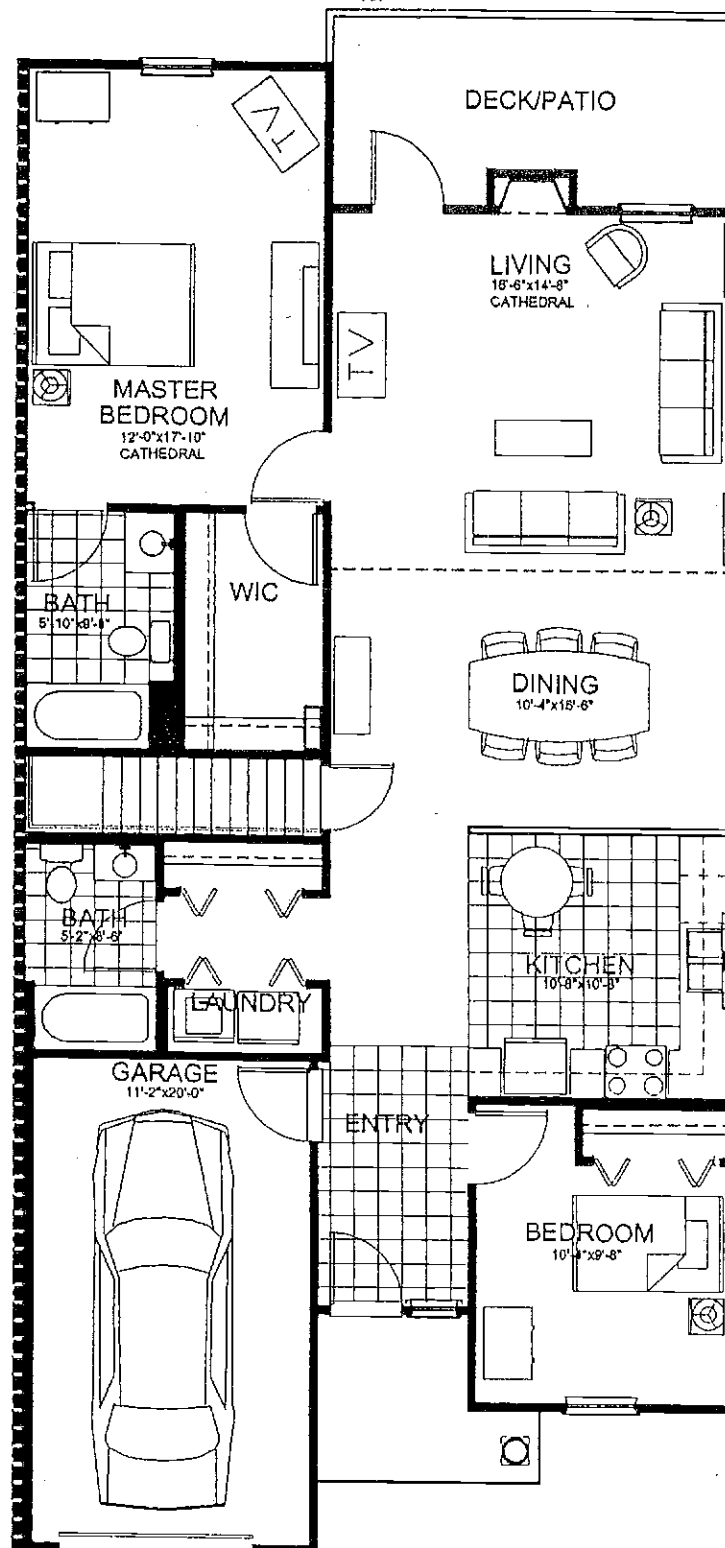
EXHIBIT A-4
PLANS



LEXINGTON - INTERIOR UNIT
1266 +/-SF - 2 BEDROOMS & 2 FULL BATHS

Phase II

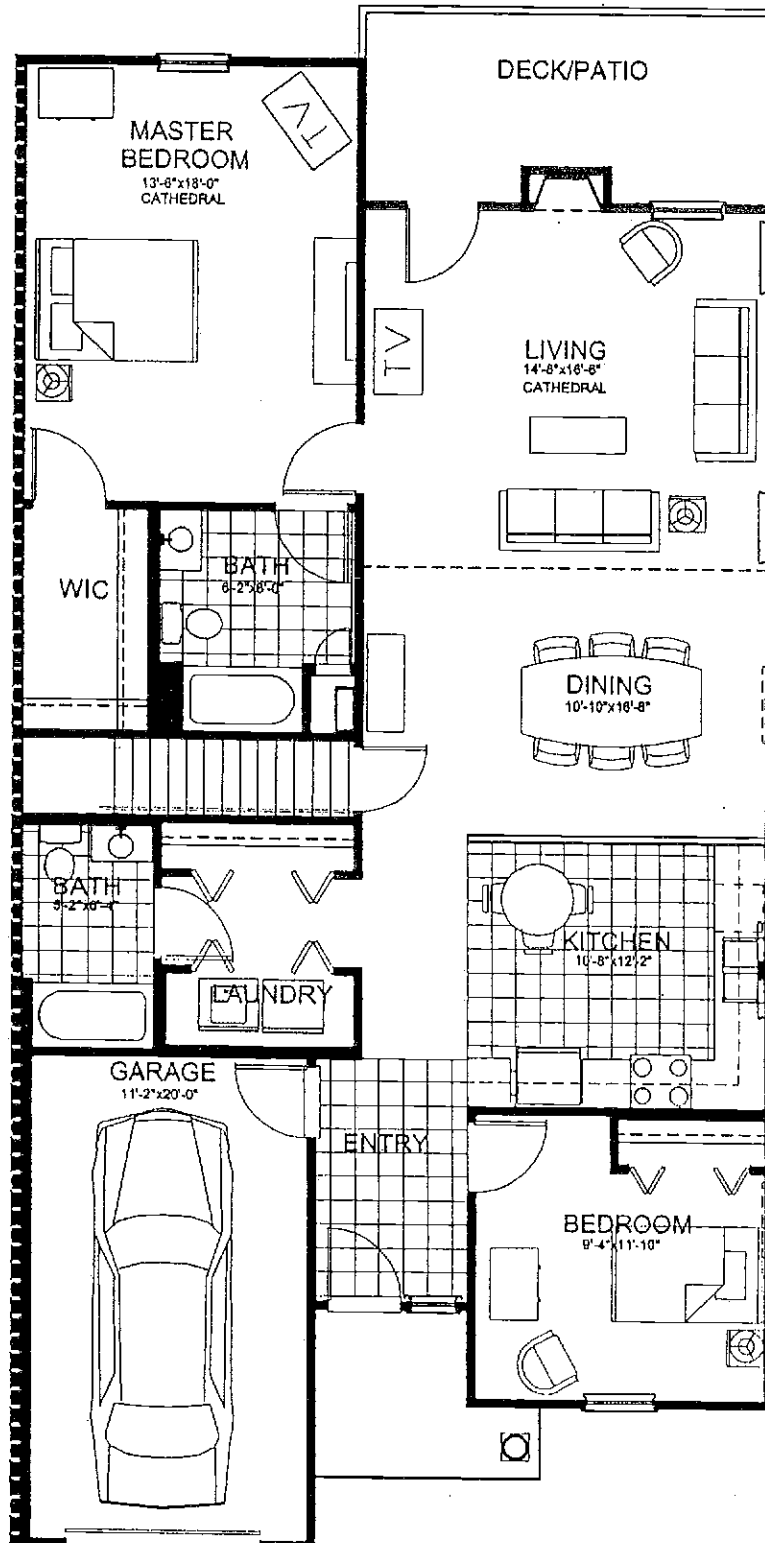
EXHIBIT A-4
PLANS



WINDSOR - END UNIT
1371 +/-SF - 2 BEDROOMS & 2 FULL BATHS

Phase II

EXHIBIT A-4
PLANS

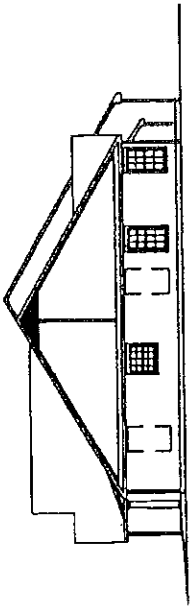


WINDSOR - END UNIT

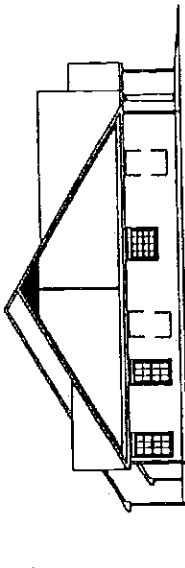
1450 +/-SF - 2 BEDROOMS & 2 FULL BATHS

Phase II

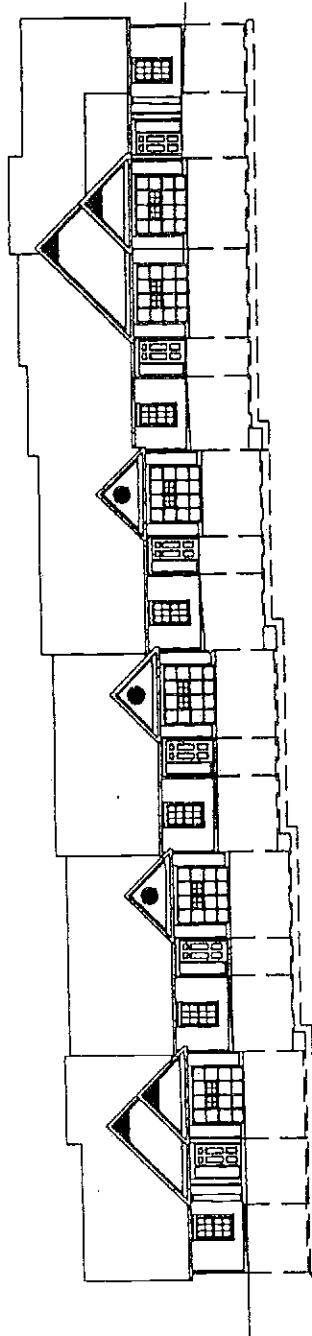
EXHIBIT A-4
PLANS



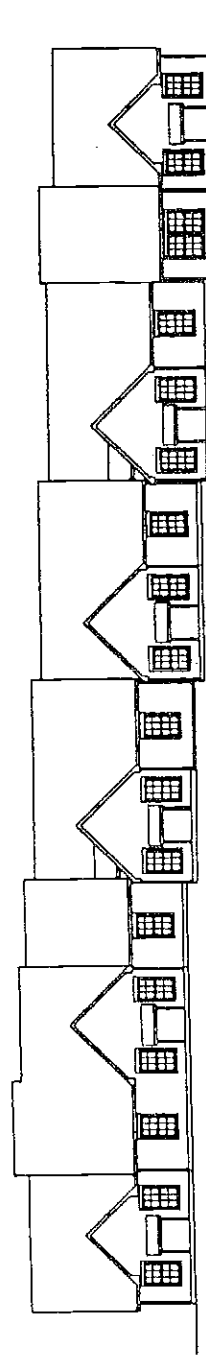
SIDE ELEVATION



SIDE ELEVATION



FRONT ELEVATION



REAR ELEVATION

TYPICAL SIX UNIT BUILDING
WITH BASEMENT

WALNUT TREE VILLAGE II
WALNUT TREE HILL ROAD
NEWTOWN, CT

STEIN | TROOST_{LLC}
ARCHITECTURE

T 203.831.9983
F 203.838.0682
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one morgan avenue norwalk connecticut 06851

PROJECT NO. 9716

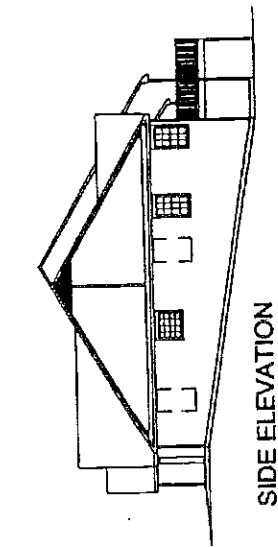
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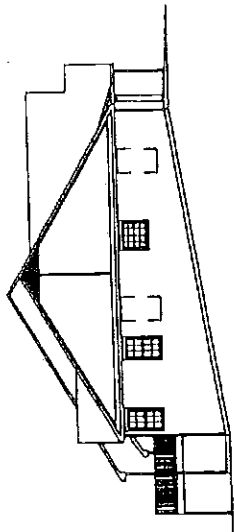
SHEET NO.

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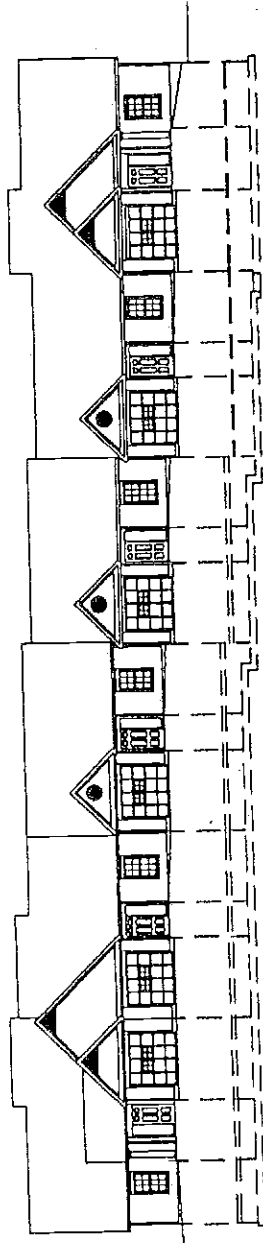
EXHIBIT A-4
PLANS



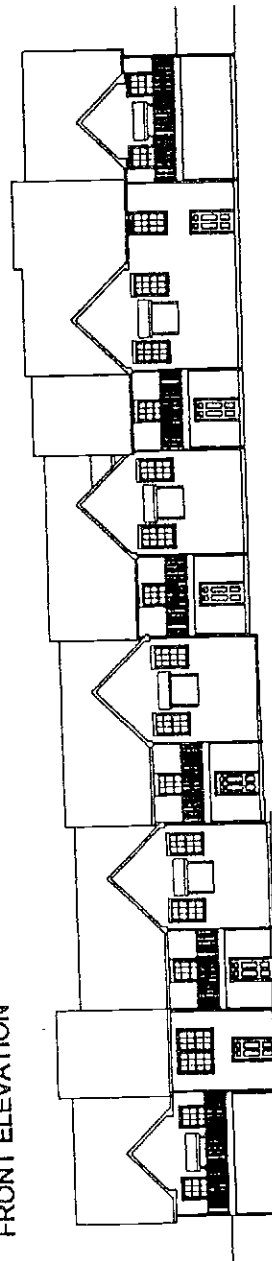
SIDE ELEVATION



SIDE ELEVATION



FRONT ELEVATION



REAR ELEVATION

TYPICAL SIX UNIT BUILDING
WITH WALK-OUT BASEMENT

WALNUT TREE VILLAGE II
WALNUT TREE HILL ROAD
NEWTOWN, CT

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architecture

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PROJECT NO. 9716

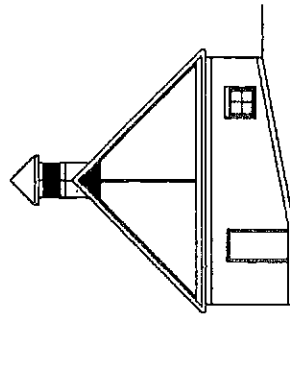
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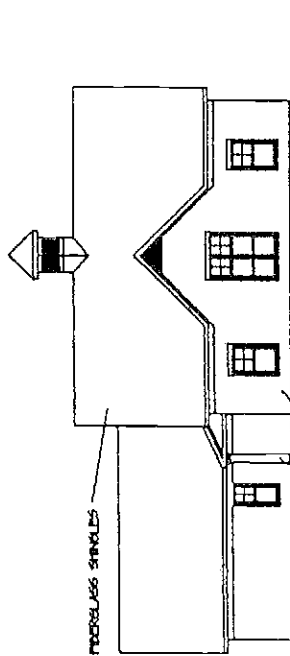
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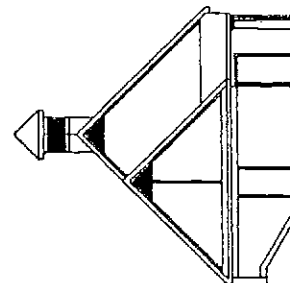
EXHIBIT A-4
PLANS



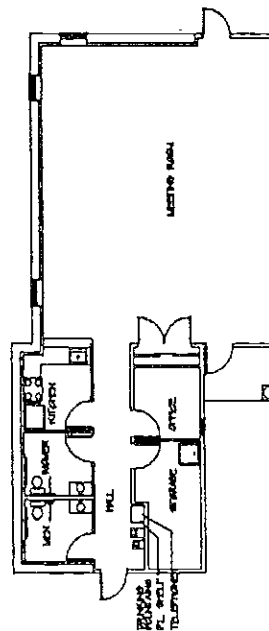
SIDE ELEVATION



FRONT ELEVATION



SIDE ELEVATION



PLAN

COMMUNITY BUILDING

WALNUT TREE VILLAGE II
WALNUT TREE HILL ROAD
NEWTOWN, CT

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PROJECT NO. **9716**
DATE: **10/8/02**
SCALE: **NTS**
SHEET NO.

3

LEXINGTON

TWO BEDROOM : INTERIOR UNIT

1250 Square Feet

EXHIBIT A-4
PLANS

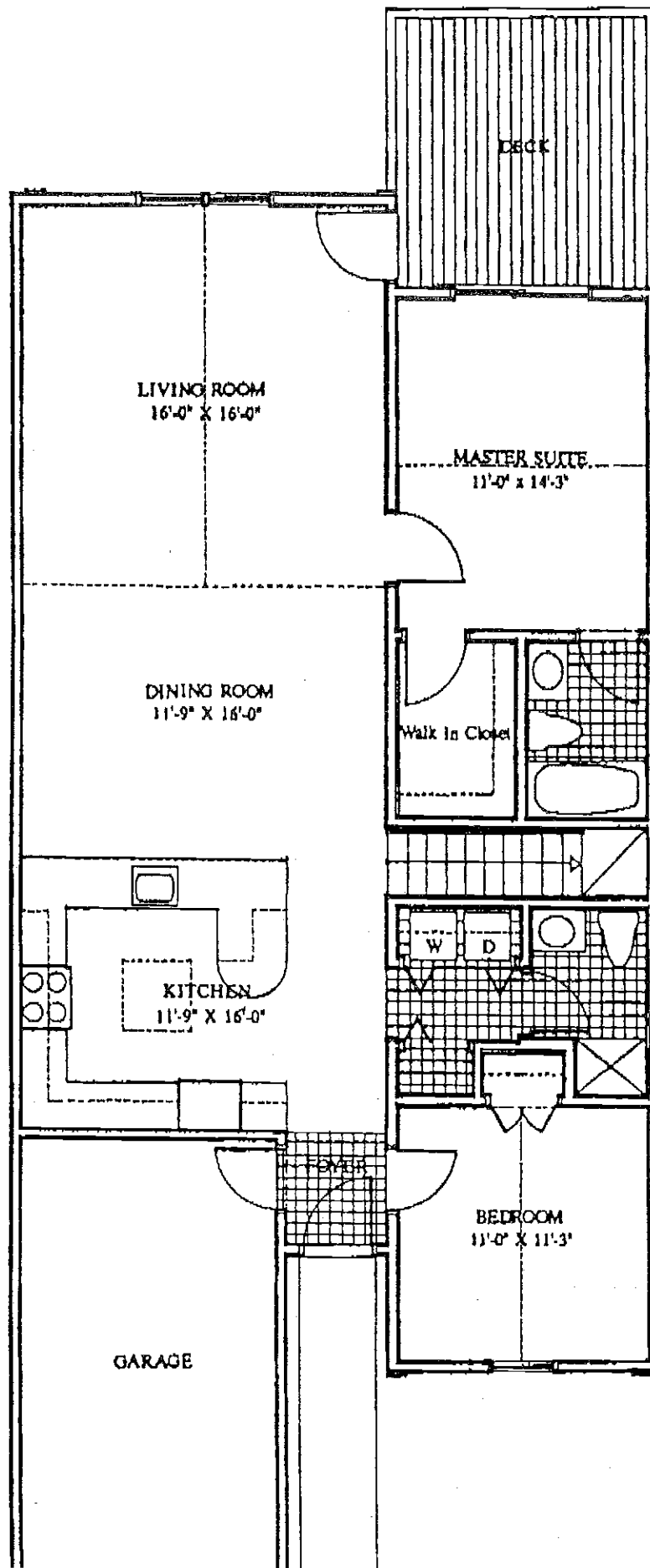
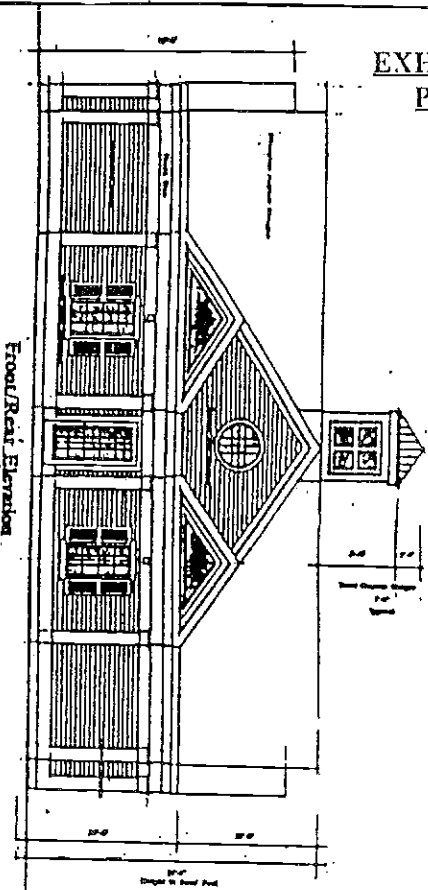
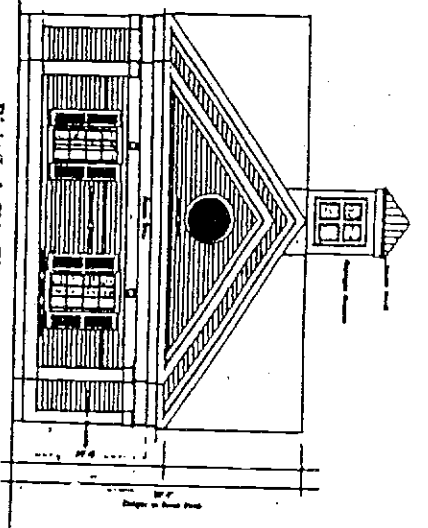


EXHIBIT A-4 PLANS

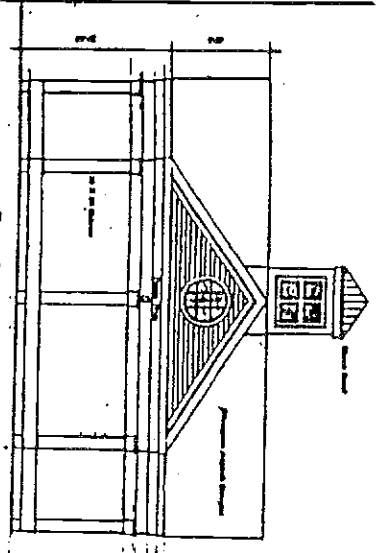


Social Center

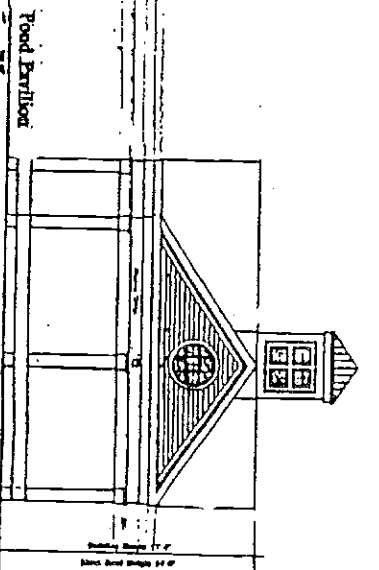


Right/Left Side Elevation

Walden Tree Village
Elderly Housing
Robert Sullivan Architects
Architects and Planners
Portland, Oregon

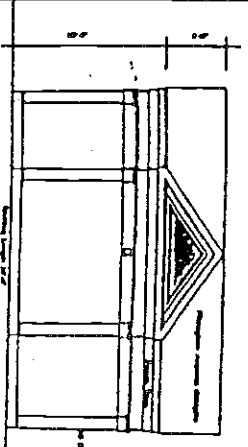


Front/Rear Elevation

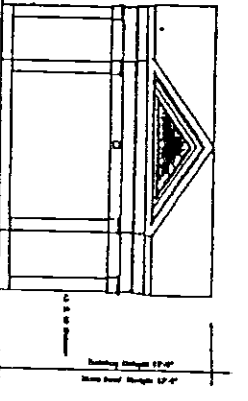


Side Elevation

Land Use Review
EH-10 Zone



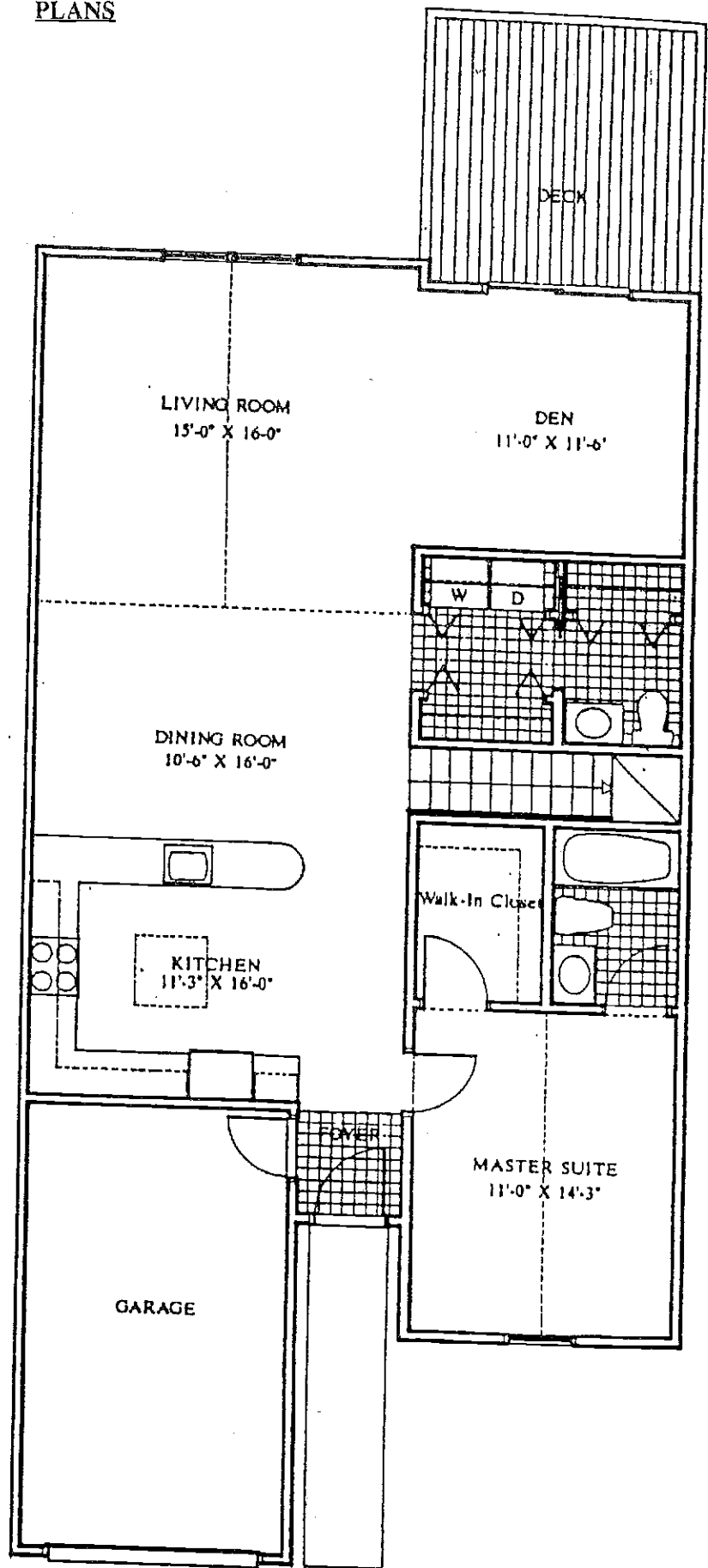
Front/Rear Elevation



Right/Left Side Elevation

Design Title
Social Center
Pond Pavilion
Gazebos
Architectural
A108

EXHIBIT A-4
PLANS



MAYFAIR

ONE BEDROOM/DEN : INTERIOR UNIT

1170 Square Feet

WINDSOR

TWO BEDROOM : END UNIT

1450 Square Feet

EXHIBIT A-4 PLANS

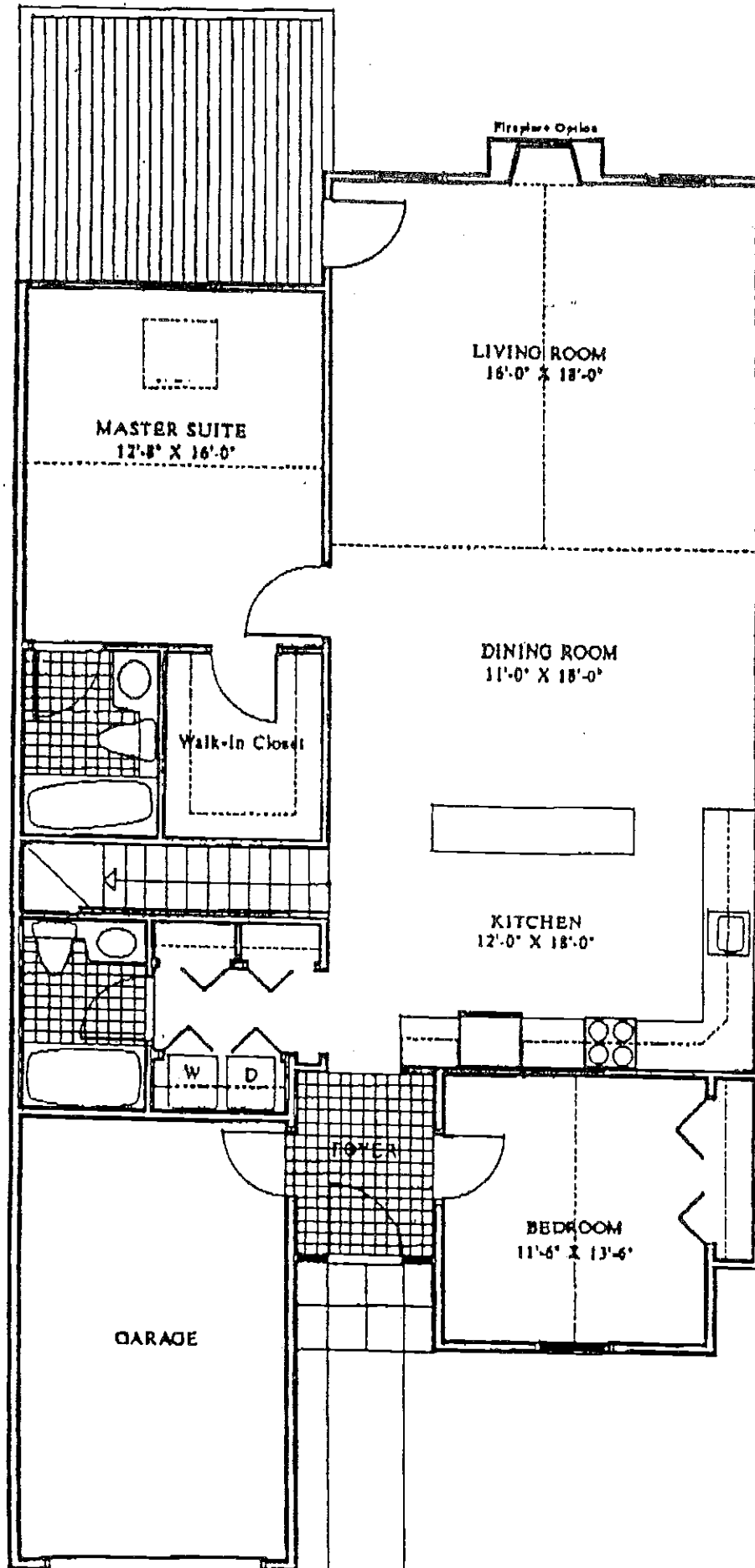
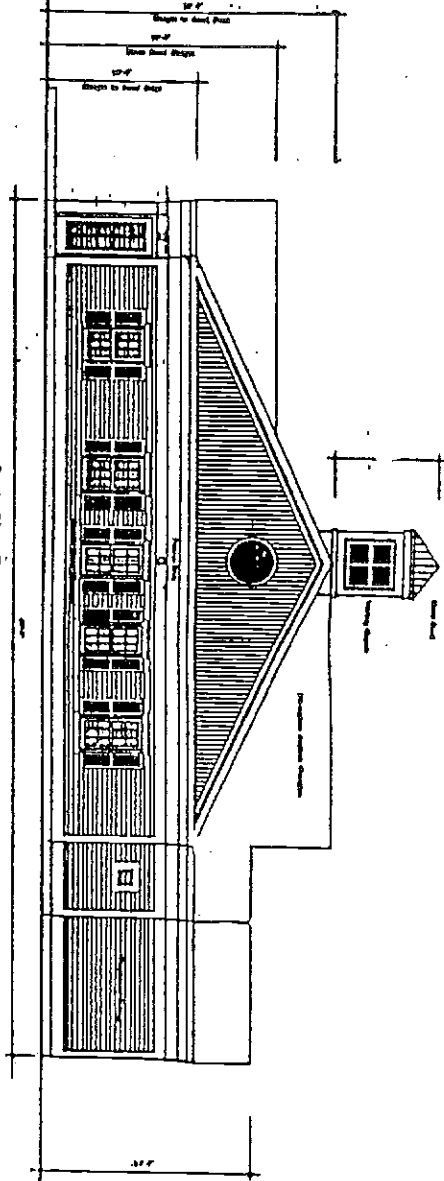
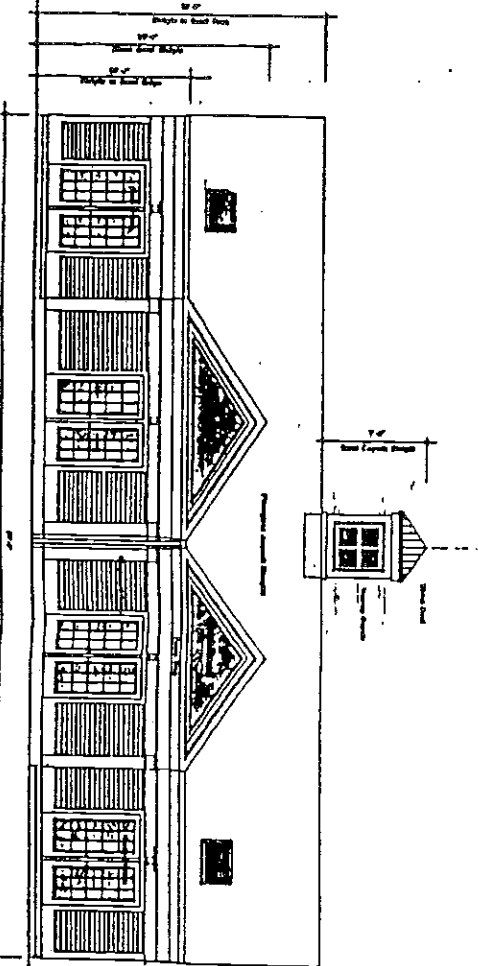


EXHIBIT A-4 PLANS



Left Side Elevation



Rear Elevation

Walnut Tree Village
Elderly Housing

Walnut Tree Hill Road
Beverly, Connecticut

Robert Sullivan Associates
Architects and Planners
Beverly, CT 06040

Consent of the Board of Directors of the Town of Beverly, Connecticut, is hereby given for the construction of the above described building, subject to the conditions set forth in the accompanying resolution.

Consent of the
Land Use Review
EH-10 Zone

Signature
of Reviewer

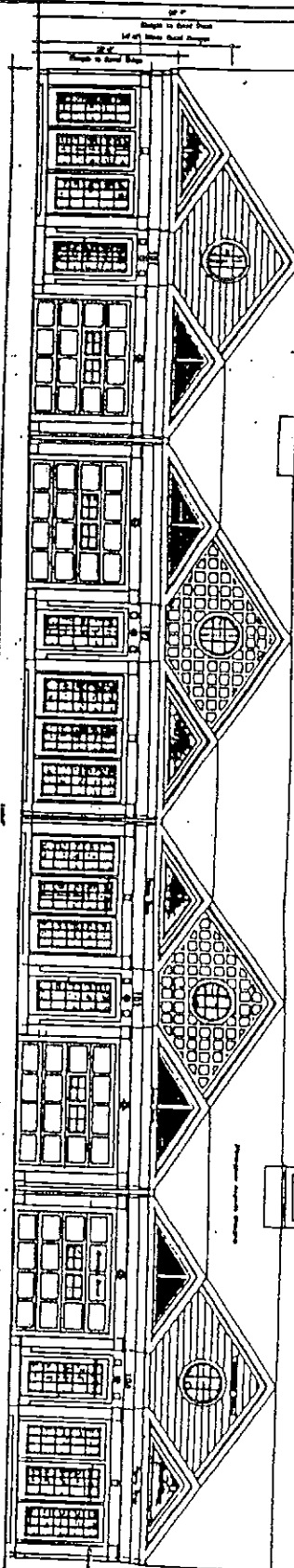
Drawing Title
Elevations

Drawing Number
A 106

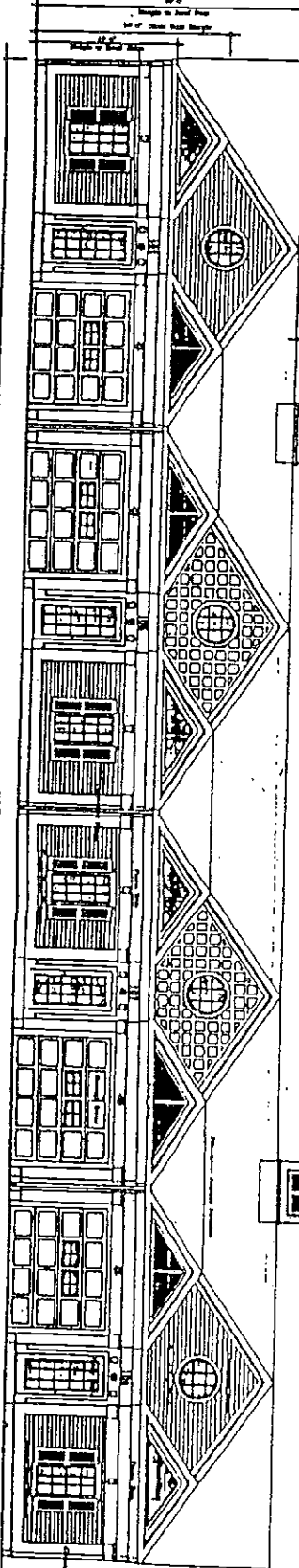
Architectural
A 106

EXHIBIT A-4
PLANS

Walnut Tree Village



Typical Street Elevation



Typical Street Elevation

Walnut Tree Village
Elderly Housing

Architectural Consultant

Barnett Sullivan Associates
Architects and Planners
1000 17th Street, N.W.
Washington, D.C. 20036

Current Plans

Land Use Review
Elderly Housing
EH 10 Zone

Architectural Consultant

Elevations

Architectural Consultant

Architectural
A 105

EXHIBIT A-6
PHASE II COUNCIL ALLOCATED INTERESTS

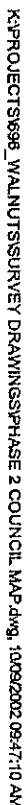
See Exhibit A-2 for breakdown of Phase II allocated interests for Units 81 and following.

EXHIBIT A-5
PHASE I COUNCIL ALLOCATED INTERESTS

See Exhibit A-2 for breakdown of Phase I allocated interests for Units 1-80a.

NOTES

- 12) Is a 30 day accumulation limit and a penalty to keep within that limit correct, or, since, accumulation, there has been no accumulation, but it seems to be correct.
- 13) Increased is there to be full-time work in the in the national? Is there a limit?
- 14) Is there a 30 day accumulation limit and a penalty to keep within that limit correct, or, since, accumulation, there has been no accumulation, but it seems to be correct.

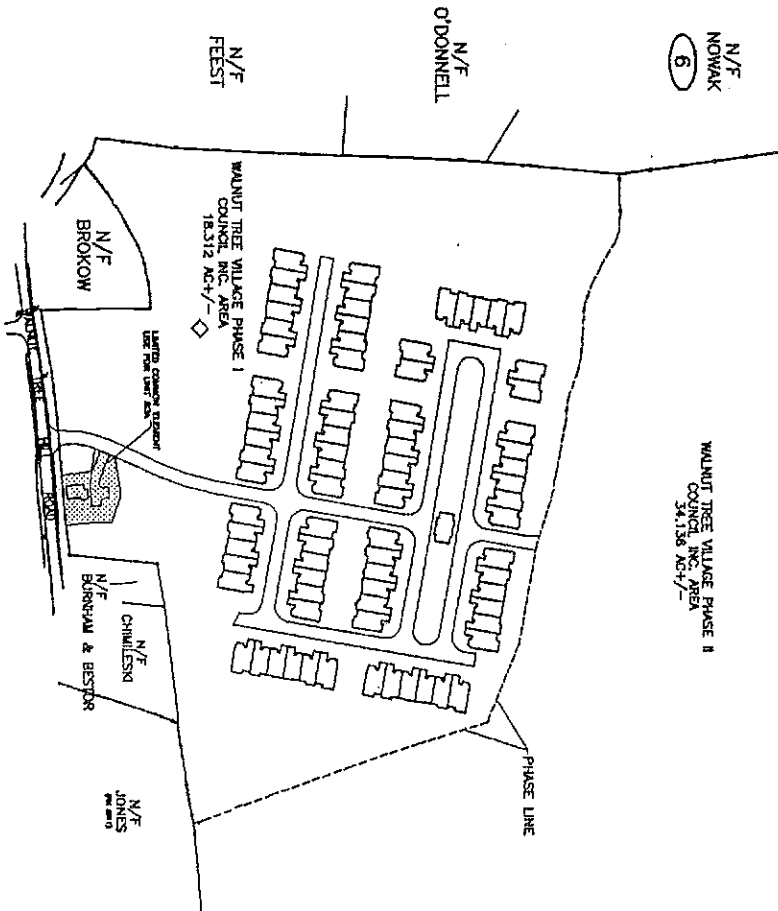


NOTES

1. THIS IS A PRELIMINARY MAP AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. THE MAP IS BASED ON THE FOLLOWING DATA:
 - A. THE 1998 AERIAL PHOTOGRAPHY.
 - B. THE 1998 SURVEY DATA.
 - C. THE 1998 COUNCIL AREA MAP.
3. THE MAP IS NOT TO BE USED FOR CONSTRUCTION PURPOSES. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



EXHIBIT A-7 SURVEY SHOWING COUNCIL AREAS



DATE	DESCRIPTION

SECTORS ASSOCIATED ASSOCIATES, INC. Consulting Engineers & Surveyors 100 N. Main Street, Suite 200 Newtown, Connecticut 06456-1100 Phone: (860) 339-1100 Fax: (860) 339-1101 E-Mail: info@sectors.com		DISPLAY MAP PREPARED FOR WALNUT TREE DEVELOPERS, INC.	
NOT VALID FOR CONSTRUCTION PURPOSES. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.		DATE: 9/25/03 DRAWN BY: JLM CHECKED BY: JLM SCALE: 1"=100' SHEET 1 OF 1	

**7th AMENDMENT TO AMENDED AND RESTATED DECLARATION FOR WALNUT
TREE VILLAGE, A CONDOMINIUM CREATED UNDER THE COMMON INTEREST
OWNERSHIP ACT LOCATED IN NEWTOWN, CONNECTICUT**

Pursuant to Article XV of the Amended and Restated Declaration of **Walnut Tree Village**, a condominium created under the Connecticut Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, **Walnut Tree Village Condominium Association, Inc.** hereby amends the Amended and Restated Declaration for the Condominium, which Amended and Restated Declaration was recorded on October 31, 2002 in Volume 733 at Page 391 of the Land Records of the Town of Newtown, Connecticut as amended of record (the "Declaration").

WITNESSETH:

WHEREAS, **Walnut Tree Village Condominium Association, Inc.** (hereinafter the "Association") is desirous of amending the Condominium's Declaration to amend a number of provisions in the Declaration to allow Phase I and Phase II and their respective Council's to operate in a manner which is consistent with how they currently operate.

NOW, THEREFORE, the Association, by virtue of action taken by its Unit Owners pursuant to the requirements contained in Articles XV and XVIII of the Declaration the Association hereby amends its Declaration in the following manner:

All capitalized terms shall have the meaning assigned to them in Article I of the Declaration unless otherwise stated herein.

All existing provisions of Article X of the Declaration shall remain in full force and effect except for the following deletion:

Subsection (2) of Section 10.4 of the Declaration is hereby deleted.

The following Subsection (j) is added to Section 19.3 of the Declaration:

- (j) If any Common Expense is caused by the failure to comply with a written maintenance standard promulgated by the Association, the Association may, after Notice and Hearing, assess the portion of that Common Expense in excess of any insurance proceeds received by the Association under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against that Unit Owner's Unit.

Section 19.4 of the Declaration is deleted from the Declaration and the following new Section 19.4 is substituted in its place:

Section 19.4 – Lien.

- (a) The Association has a statutory lien on a Unit for any assessment levied against that Unit and/or for fines imposed against said Unit's owner, which assessment and/or fine was imposed by the Association. The applicable Council also has a statutory lien on a Unit represented by said Council for any assessment levied against said Unit and/or for fines imposed against said Unit's owner by said Council. The Association's or applicable Council's statutory lien is in effect from the time the assessment or fine becomes delinquent. The Association has a statutory lien on a Unit for any Common Expense imposed against the Unit and the applicable Council also has a statutory lien on a Unit represented by said Council for any Council Common Expense imposed against the Unit, the Association's or applicable Council's statutory lien is in effect from the time the Common Expense or Council Common Expense 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. The statutory lien called for herein shall be to the maximum extent, for the maximum amount, and with the maximum priority permitted by the Act and other applicable law from time to time.
- (b) This Section does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association or applicable Council, as the case may be.
- (c) This Section does not prohibit actions against Unit Owners to recover sums for which the Association or applicable Council, as the case may be, has a lien or prohibit the Association or applicable Council, as the case may be, from taking a deed in lieu of foreclosure.
- (d) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.
- (e) Subject to the provisions of Subsection 19.4(f), the Association's lien or applicable Council's lien, as the case may be, may be foreclosed in like manner as a mortgage on real property.
- (f) The Association or applicable Council, as the case may be, may not commence an action to foreclose a lien on a Unit under this Section unless:
 - (i) The Unit Owner, at the time the action is commenced, owes a sum equal to at least two (2) months of Common Expense assessments or Council Common Expense Assessments, as the case may be, based on the periodic

budget last adopted by either the Association or applicable Council, pursuant to Section 19.5 of this Declaration;

- (ii) The Association or applicable Council, as the case may be, has made a demand for payment in a written or electronic communication as required by the Act;
 - (iii) The Executive Board or applicable Council, as the case may be, has either voted to commence a foreclosure action specifically against that Unit or has adopted a standard policy that provides for foreclosure against that Unit; and
 - (iv) The Association or applicable Council, as the case may be, has complied with any other provisions of the Act relating to the commencement of an action to foreclose its lien.
- (g) In any action by the Association or applicable Council, as the case may be, to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner pursuant to Section 52-504 of the Connecticut General Statutes to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association or applicable Council, as the case may be, during the pendency of the action to the extent of the Association's Common Expense assessments or the Council's Council Common Expense assessments, as the case may be, based on a periodic budget adopted by the Association or applicable Council, as the case may be, pursuant to Section 19.5 of this Declaration.
- (h) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses, or Council Common Expenses, as the case may be, collectible from all the Unit Owners or the Unit Owners who are members of the applicable Council, as the case may be, including the purchaser.
- (i) Any payments received by the Association or applicable Council, as the case may be, in the discharge of a Unit Owner's obligation may be applied to the oldest balance due or in such other order as the Executive Board or applicable Council may determine, notwithstanding any designation or other indication from the Unit Owner as to how the payment is to be applied.
- (j) Every aspect of a foreclosure, sale, or other disposition under this Section, including the method, advertising, time, date, place, and terms, shall be commercially reasonable.

Article XX of the Declaration is deleted from the Declaration and the following new Article XX is substituted in its place:

ARTICLE XX
Association Borrowing and Assignment of Future Income

Section 20.1 – Notice of Proposed Borrowing.

At least fourteen (14) days before the closing of any loan to the Association or a Council, the Executive Board or the applicable Council Board, as the case may be, shall:

- (a) Disclose in a written or electronic communication to all Unit Owners or the Unit Owners represented by the applicable Council, the amount and terms of the loan and the estimated effect of such loan on any Common Expense or Council Common Expense, as the case may be; and
- (b) Afford the Unit Owners a reasonable opportunity to submit written or electronic comments to the Executive Board for the Association or the Executive Board for the applicable Council, as the case may be, with respect to such loan.

Section 20.2 – Approval of Assignment of Future Income.

The Association or a Council may borrow money and assign its right to future income as security for a loan only provided:

- (a) The loan transaction and the assignment have been approved by the Executive Board or the applicable Council Board, as the case may be;
- (b) Unit Owners holding a majority of all of the Votes in the Association or applicable Council, as the case may be, vote in favor of or agree to the assignment; and
- (c) The Association or applicable Council has complied with the requirements of Section 20.1 of this Declaration.

Article XXII of the Declaration is deleted from the Declaration and the following new Article XXII is substituted in its place:

ARTICLE XXII
Insurance

Section 22.1 – Coverage.

The Phase I Council and the Phase II Council, as the case may be, shall obtain and maintain insurance coverage required by this Article to the extent such coverage is reasonably

available. If it is not and either Council Board determines that any insurance described in this Article will not be maintained, the applicable Council shall cause notice of that fact to be given to all Unit Owners represented by said Council, Eligible Mortgagees, and Eligible Insurers.

Section 22.2 – Property Insurance.

- (a) Property insurance will cover:
 - (i) The project facilities located within the applicable Council Area (which term means all buildings within the Council Area, including the Units and, except to the extent provided in Subsection 22.2(a)(ii), all fixtures, equipment, improvements and betterments, including improvements and betterments installed by Unit Owners represented by said Council, 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 foundations below the undersurface of the lowest basement floors, underground pilings, piers, pipes, flues, and drains and other items normally excluded from property policies.
 - (ii) Instead of providing property insurance covering all betterments and improvements, the applicable Council may elect to insure only those betterments and improvements set out on a standard schedule, in which case the applicable Council shall:
 - (A) Prepare and maintain a schedule of the standard fixtures, improvements, and betterments in the Units represented by said Council, including any standard wall, floor, and ceiling coverings covered by the applicable Council's insurance policy;
 - (B) Provide such schedule at least annually to the Unit Owners represented by said Council in order to enable Unit Owners to coordinate their homeowners insurance coverage with the coverage afforded by the applicable Council's insurance policy; and
 - (C) Include such schedule in any resale certificate prepared pursuant to Section 47-270 of the Act.
 - (iii) All personal property owned by the applicable Council.
- (b) Property insurance shall be for the following amounts:
 - (i) The project facilities located within the applicable Council Area for full replacement; and
 - (ii) Personal property owned by the applicable Council for an amount equal to its actual cash value.

- (c) The deductible may not exceed ten thousand dollars (\$10,000.00) per occurrence. This maximum deductible amount shall be increased by the percentage increase, if any, in the value of the "Index" (as defined in Subsection 47-213(a) of the Act) as of the first day of July following the first anniversary of the recording of this Declaration and any subsequent first day of July over the value of the Index as of the end of the calendar year in which this Declaration is recorded, provided that, the percentage change shall be rounded to the nearest whole percentage point and no adjustment shall be made until the percentage increase is at least ten percent (10%) and any percentage of change in excess of a multiple of ten percent (10%) shall be disregarded so that the maximum deductible amount shall increase only in multiples of ten percent (10%). The Index shall be revised as provided in Subsection 47-213(c) of the Act, provided, however, if property insurance is reasonably available only with larger minimum deductibles, deductibles that apply on a basis other than per occurrence, or both, the applicable Council may purchase insurance with such deductibles.
- (d) The Council Board is authorized to obtain appraisals periodically for the purpose of establishing the replacement cost of the project facilities located within the applicable Council Area and the actual cash value of the personal property owned by the applicable Council, and the cost of such appraisals shall be a Council Common Expense.
- (e) The insurance shall afford protection against all risks of direct physical loss commonly insured against and such other perils as the Council Board deems it appropriate to cover.
- (f) Insurance policies required by this Section shall provide all of the following.
 - (i) The insurer waives its right to subrogation under the policy against any Unit Owner or member of the Unit Owner's household.
 - (ii) No act or omission by any Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the applicable Council, 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 applicable Council's policy provides primary insurance.
 - (iv) The loss shall be adjusted with the applicable Council.
 - (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 applicable Council, 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 sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the applicable Council, each Unit Owner represented by said Council 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 insured shall be the applicable Council (designated by name) for the use and benefit of the individual Unit Owners represented by said Council.

Section 22.3 – Flood Insurance.

Flood insurance as required by the National Flood Insurance Act if:

- (a) the Property is located in a flood hazard area as defined in such act; and
- (b) the Unit Owners represented by said Council vote to direct the applicable Council to purchase the insurance.

Section 22.4 – Liability Insurance.

Liability insurance, including medical payments insurance, in an amount determined by the Council Board but in no event less than one million dollars (\$1,000,000), covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements.

Insurance policies carried pursuant to this Section shall provide all of the following:

- (a) Each Unit Owner represented by said Council is an insured Person under the policy of the applicable Council with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the applicable Council.
- (b) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of the Unit Owner's household.
- (c) No act or omission by any Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the applicable Council, will void the policy or be a condition to recovery under the policy.
- (d) 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 applicable Council's policy provides primary insurance.
- (e) The insurer may not cancel or refuse to renew the policy until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the

applicable Council, each Unit Owner represented by said Council 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 22.5 – Fidelity Insurance.

Fidelity insurance shall be obtained for anyone who either handles or is responsible for funds held or administered by the applicable Council, whether or not they receive compensation for their services. The insurance policy shall name the applicable Council as the insured and shall cover the maximum funds that will be in the custody of the applicable Council or the Council's managing agent at any time while the policy is in force and in no event less than the sum of three (3) months' assessments plus reserve funds. The insurer may not cancel or refuse to renew the policy until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the applicable Council, each Unit Owner represented by said Council 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 22.6 – Unit Owner Policies.

- (a) Other Insurance. An insurance policy issued to the applicable Council does not prevent a Unit Owner represented by said Council from obtaining insurance for their own benefit.

Section 22.7 – Workers' Compensation Insurance.

The Council Board shall obtain and maintain workers' compensation insurance to meet the requirements of the laws of the State of Connecticut.

Section 22.8 – Directors' and Officers' Liability Insurance.

The Council Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the directors and officers of the applicable Council as well as other individuals typically covered under such policies. The insurance shall, as far as reasonably available, include such coverage as is necessary to satisfy the applicable Council's duty of indemnification to its officers and directors.

Section 22.9 – Other Insurance.

The applicable Council may carry such other insurance as the Council Board considers appropriate to protect the applicable Council or the Unit Owners represented by said Council.

Section 22.10 – Premiums.

Insurance premiums for insurance carried by the applicable Council shall be a Council Common Expense of the respective Council.

Section 22.11 – Compliance with Insurance Requirements.

No Unit Owner, tenant, holder of a Security Interest, or occupant of a Unit shall do or suffer to be done any action at the Property, shall allow any condition to exist at the Property, or shall bring or suffer to be brought any article or substance into the Property that may render any insurance purchased by the applicable Council void or voidable or cause the non-renewal of such insurance or an increase in the premiums for such insurance. By Rule, after Notice and Comment, the Council Board may designate and regulate or prohibit particular actions, conditions, articles, and substances which violate or may violate the provisions of this Section.

Article XXIV of the Declaration is deleted from the Declaration and the following new Article XXIV is substituted in its place:

ARTICLE XXIV

Rights to Notice and Comment; Notice and Hearing

Section 24.1 – Right to Notice and Comment.

Before the Executive Board or a Council Board amends the Bylaws, Council Bylaws, Rules or Council Rules, whenever the Documents require that an action be taken after “Notice and Comment”, and at any other time the Executive Board or a Council Board determines, the other Council Board and the Unit Owners represented by the applicable Council 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 represented by said Council and the other Council Board in writing and shall be delivered personally or by mail to all Unit Owners represented by said Council and the other Council Board at such address as appears in the records of the Association or Council, or published in a publication which is routinely circulated to all Unit Owners. The notice shall be given not less than ten (10) days before the proposed action is to be taken.

Section 24.2 – Right to Notice and Hearing.

Whenever the Documents require that an action be taken after “Notice and Hearing” the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a Council 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, and to the other Council Board. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 24.3 – Disputes.

Notwithstanding anything to the contrary set forth in this Declaration, any dispute between the Councils shall be resolved by mediation. Either Council may demand mediation. Notice of the demand for mediation shall be given to the other Council in writing and a mediator shall be chosen by the Councils within fifteen (15) days from the date thereof. The mediation hearing shall take place in the Town of Newtown, County of Fairfield, State of Connecticut, or within a drive of no more than thirty (30) minutes from Newtown, the particular location being decided by the mediator. Said mediation hearing shall take place no later than thirty (30) days from the receipt of the notice of the demand for mediation. It is mutually agreed that the decision of the mediator shall be a condition precedent to any right of legal action that a party may have against the other. The mediator, if the mediator deems that the case requires it, may add to any award of the party whose contention is sustained such sums as the mediator shall deem proper to compensate the party for time and expense incident to the proceeding, including a reasonable attorney's fee. The mediator shall fix his or her own compensation, unless otherwise provided by agreement, and shall assess the cost or charge of the proceeding upon either or both parties.

The mediator shall be mutually selected by the parties. If the parties cannot agree upon a mediator within fifteen (15) days from the date of notice for the demand for mediation, each party shall select one mediator and the two mediators so selected shall determine a third mediator who shall act as the sole mediator of the matter in dispute.

Article XXV of the Declaration is deleted from the Declaration and the following new Article XXV is substituted in its place:

ARTICLE XXV

A. Executive Board

Section 25.1 – 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 acts only pursuant to the procedures set out in the Declaration, the Bylaws, the Association's certificate of incorporation, and the Act. The activities of the Association are administered by its officers and designated agents in performing their authorized functions. 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 Condominium, which shall include, but not be limited to, the power to do the following:

- (a) Except as limited by Subsection 25.2(d), shall adopt and may amend Bylaws, and may adopt and amend Rules;
- (b) Shall adopt and may amend Association budgets, may adopt and amend special assessments, and may invest funds of the Association;

- (c) May collect assessments for Common Expenses from Unit Owners;
- (d) May hire and discharge managing agents;
- (e) May hire and discharge employees, agents other than managing agents, and independent contractors;
- (f) May institute, defend, or intervene in litigation or in arbitration, mediation, or administrative proceedings in its own name on behalf of itself or two (2) or more Unit Owners on matters affecting the Condominium;
- (g) May make contracts and incur liabilities;
- (h) May regulate the use, Maintenance, Repair, Replacement, and modification of Common Elements;
- (i) May cause additional improvements to be made as a part of the Common Elements;
- (j) May acquire, hold, encumber, and convey in its own name any right, title, or interest to real property or personal property, but the Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 47-254 of the Act;
- (k) May grant easements through or over the Common Elements, for any period of time including permanent easements;
- (l) May grant leases, licenses, and concessions through or over the Common Elements provided that they are either:
 - (i) For a term of no more than one (1) year; or
 - (ii) For a term of more than one (1) year if the lease, license, or concession does not materially interfere with the use and enjoyment of the Property by the Unit Owners.

The grant of any other lease, license, or concession through or over the Common Elements must be approved by both the Executive Board and by a majority of the Votes cast at a meeting of the Unit Owners at which a quorum is present.

- (m) May impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements, other than Limited Common Elements described in Subsections 47-221(2) and (4) of the Act, and for services provided to Unit Owners;

- (n) May impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, the Bylaws, and the Rules of the Association;
- (o) May impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 47-270 of the Act, or statements of unpaid assessments;
- (p) May provide for the indemnification of its officers and Directors and maintain directors' and officers' liability insurance;
- (q) Subject to Subsection 47-261e(e) of the Act and Article XX of the Declaration, may assign its right to future income, including the right to receive Common Expense assessments;
- (r) May exercise any other powers conferred by this Declaration or the Bylaws;
- (s) May exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (t) May exercise any other powers necessary and proper for the governance and operation of the Association;
- (u) May require, by regulation, that disputes between the Executive Board and Unit Owners or between two (2) or more Unit Owners or between Phase I and Phase II regarding the Condominium must be submitted to nonbinding alternative dispute resolution in the manner described in the regulation as a prerequisite to commencement of a judicial proceeding;
- (v) Subject to compliance with requirements of the Act, may suspend any right or privilege of a Unit Owner who fails to pay an assessment;
- (w) By resolution, establish one (1) or more committees that are composed only of incumbent Directors, which committees may be authorized to exercise the power of the Executive Board to the extent specified by the Executive Board in the resolution establishing such committee. All such committees must maintain and publish notice of their actions to the Executive Board and otherwise comply with applicable provisions of the Bylaws; and
- (x) By resolution, establish one (1) or more committees that are not authorized to exercise the power of the Executive Board that are composed of such individuals as may be specified in the resolution establishing such committee. All such committees must maintain and publish notice of their actions to Unit Owners and the Executive Board and otherwise comply with applicable provisions of the Bylaws.

Section 25.2 – Executive Board Limitations.

The Executive Board may not act on behalf of the Association:

- (a) To amend this Declaration;
- (b) To terminate the Condominium;
- (c) To elect Directors, except that the Executive Board may fill vacancies in its membership until the next meeting at which Directors are elected; or
- (d) To determine the qualifications, powers and duties, or terms of office of Directors.

Section 25.3 – Board Discretion.

- (a) In addition to any other discretion the Executive Board has under applicable law, the Executive Board may determine whether to take enforcement action by exercising the Association's power to impose sanctions, by commencing an action for a violation of the Declaration, Bylaws or Rules, or by commencing or defending any other action or proceeding relating to the rights, powers, or obligations of the Association, which may include a determination of whether to compromise any claim for unpaid assessments or other claim made by or against the Association. The Executive Board does not have a duty to take enforcement or other action if it determines that, under the facts and circumstances presented:
 - (i) The Association's legal position does not justify taking any or further action;
 - (ii) The covenant, restriction, or Rule being enforced is, or is likely to be construed as, inconsistent with law;
 - (iii) Although a violation may exist or have occurred, it is not so material as to be objectionable to a reasonable Person or to justify expending the Association's resources; or
 - (iv) It is not in the Association's best interests to take enforcement action.
- (b) The Executive Board's decision under Subsection 25.3(a) not to take action under one (1) set of circumstances does not prevent the Executive Board from taking action under another set of circumstances, except that the Executive Board may not be arbitrary or capricious in taking enforcement action.

B. Council Boards

Section 25.4 – Powers and Duties.

A Council Board may act in all instances on behalf of the Council, except as provided in this Declaration, the Council Bylaws, or the Act. The Council Board acts only pursuant to the procedures set out in the Declaration, the Council Bylaws, the Council's certificate of incorporation, and the Act. The activities of the Council are administered by its officers and designated agents in performing their authorized functions. The Council 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 Council and of the applicable Phase, which shall include, but not be limited to, the power to do the following:

- (a) Except as limited by Subsection 25.5(d), shall adopt and may amend Council Bylaws, and may adopt and amend Council Rules;
- (b) Shall adopt and may amend Council budgets, may adopt and amend special assessments, and may invest funds of the Council;
- (c) May collect assessments for Common Expenses or Council Common Expenses from Unit Owners;
- (d) May hire and discharge managing agents;
- (e) May hire and discharge employees, agents other than managing agents, and independent contractors;
- (f) May institute, defend, or intervene in litigation or in arbitration, mediation, or administrative proceedings in its own name on behalf of itself or two (2) or more Unit Owners on matters affecting the Condominium or Phase;
- (g) May make contracts and incur liabilities;
- (h) May regulate the use, Maintenance, Repair, Replacement, and modification of Common Elements located within the applicable Phase;
- (i) May cause additional improvements to be made as a part of the Common Elements located within the applicable Phase;
- (j) May acquire, hold, encumber, and convey in its own name any right, title, or interest to real property or personal property, but the Common Elements located within the applicable Phase may be conveyed or subjected to a Security Interest only pursuant to Section 47-254 of the Act;
- (k) May grant easements through or over the Common Elements located within the applicable Phase, for any period of time including permanent easements;

- (l) May grant leases, licenses, and concessions through or over the Common Elements located within the applicable Phase provided that they are either:
 - (i) For a term of no more than one (1) year; or
 - (ii) For a term of more than one (1) year if the lease, license, or concession does not materially interfere with the use and enjoyment of the Property by the Unit Owners.

The grant of any other lease, license, or concession through or over the Common Elements located within the applicable Phase must be approved by both the Council and by a majority of the Votes of the Unit Owners located within the applicable Phase cast at a meeting of the Unit Owners at which a quorum is present.

- (m) May impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements located within the applicable Phase, other than Limited Common Elements described in Subsections 47-221(2) and (4) of the Act, and for services provided to Unit Owners;
- (n) May impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, the Council Bylaws, and the Council Rules of the Association;
- (o) May impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 47-270 of the Act, or statements of unpaid assessments;
- (p) May provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance;
- (q) Subject to Subsection 47-261e(e) of the Act and Article XX of the Declaration, may assign its right to future income, including the right to receive Common Expense assessments;
- (r) May exercise any other powers conferred by this Declaration or the Council Bylaws;
- (s) May exercise all other powers that may be exercised in this state by legal entities of the same type as the Council;
- (t) May exercise any other powers necessary and proper for the governance and operation of the Council;

- (u) May require, by regulation, that disputes between the Council and Unit Owners or between two (2) or more Unit Owners regarding the Condominium or Phase must be submitted to nonbinding alternative dispute resolution in the manner described in the regulation as a prerequisite to commencement of a judicial proceeding;
- (v) Subject to compliance with requirements of the Act, may suspend any right or privilege of a Unit Owner who fails to pay an assessment;
- (w) By resolution, establish one (1) or more committees that are composed only of incumbent directors, which committees may be authorized to exercise the power of the Council Board to the extent specified by the Council Board in the resolution establishing such committee. All such committees must maintain and publish notice of their actions to the Council Board and otherwise comply with applicable provisions of the Council Bylaws; and
- (x) By resolution, establish one (1) or more committees that are not authorized to exercise the power of the Council Board that are composed of such individuals as may be specified in the resolution establishing such committee. All such committees must maintain and publish notice of their actions to Unit Owners and the Council Board and otherwise comply with applicable provisions of the Council Bylaws.

Section 25.5 – Council Board Limitations.

The Council Board may not act on behalf of the Association or the applicable Council:

- (a) To amend this Declaration;
- (b) To terminate the Condominium;
- (c) To elect directors, except that the Council Board may fill vacancies in its membership until the next meeting at which directors are elected; or
- (d) To determine the qualifications, powers and duties, or terms of office of directors.

Section 25.6 – Council Board Discretion.

- (a) In addition to any other discretion the Council Board has under applicable law, the Council Board may determine whether to take enforcement action by exercising the Council's power to impose sanctions, by commencing an action for a violation of the Declaration, Council Bylaws or Council Rules, or by commencing or defending any other action or proceeding relating to the rights, powers, or obligations of the Council, which may include a determination of whether to compromise any claim for unpaid assessments or other claim made by or against the Council. The Council Board does not have a duty to take

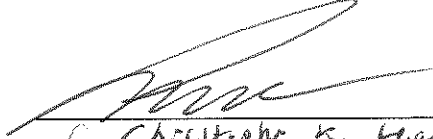
enforcement or other action if it determines that, under the facts and circumstances presented:


- (i) The Council's legal position does not justify taking any or further action;
 - (ii) The covenant, restriction, or Council Rule being enforced is, or is likely to be construed as, inconsistent with law;
 - (iii) Although a violation may exist or have occurred, it is not so material as to be objectionable to a reasonable Person or to justify expending the Council's resources; or
 - (iv) It is not in the Council's best interests to take enforcement action.
- (b) The Council Board's decision under Subsection 25.6(a) not to take action under one (1) set of circumstances does not prevent the Council Board from taking action under another set of circumstances, except that the Council Board may not be arbitrary or capricious in taking enforcement action.

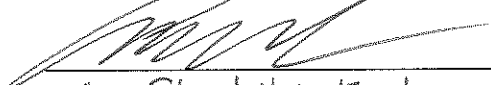
IN WITNESS WHEREOF, the undersigned Association of Unit Owners has caused the Declaration for **Walnut Tree Village Condominium Association, Inc.** to be amended on this 23rd day of February, 2016.

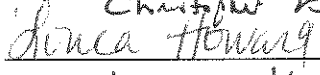
Signed, sealed and delivered
in the presence of:

**WALNUT TREE VILLAGE
CONDOMINIUM ASSOCIATION, INC.**




Christopher K. Leonard



Lorne Howard


Christopher K. Leonard


Lorne Howard

By 

David Mazzuchelli
Its President, duly authorized

By 

Thomas Como
Its Treasurer and Secretary, duly authorized

) ss: Danbury

)

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Christopher K. Leonard
Commissioner of the Superior Court
Notary Public
My Commission Expires:

) ss: Danbury

)

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Christopher K. Leonard
Commissioner of the Superior Court
Notary Public
My Commission Expires: