

ASPETUCK VILLAGE, A CONDOMINIUM,
AN EXPANDABLE CONDOMINIUM

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INTRODUCTION

This Public Offering Statement is made pursuant to the provisions of the Connecticut Condominium Act of 1976 (Chapter 825 of the Connecticut General Statutes, Revision of 1958, as amended). Simultaneously with your receipt of this Public Offering Statement, you will be furnished with a Purchase Agreement containing a non-binding reservation clause, a copy of the Declaration of Condominium by Wellsville Associates (the "Declarant"), a copy of the By-Laws of Aspetuck Village, a Condominium, an Expandable Condominium (the "Association"), a copy of a typical warranty Deed, and a copy of the Rules and Regulations of the Association. Also included are amendments to the Declaration and By-Laws. SKG Associates, Inc. is now the Declarant of Aspetuck Village by virtue of taking title to the property and by operation of State law.

Although every effort has been made in this Public Offering Statement to summarize the characteristics of Aspetuck Village, a Condominium, an Expandable Condominium (the "Condominium"), you should be aware that a condominium declaration, by-laws, purchase agreement, and warranty deed are legal instruments which define your rights and responsibilities both as a purchaser and as an owner of a condominium unit. THOSE DOCUMENTS, NOT THIS PUBLIC OFFERING STATEMENT, CONSTITUTE THE CONTRACTUAL OBLIGATIONS AND RIGHTS WHICH ARE A PART OF OWNERSHIP OF A UNIT IN THE CONDOMINIUM. Thus, you are urged to read those documents carefully, all of which are included in this Public Offering Statement by reference as if fully set forth herein.

The ownership of a unit in a condominium is, in many respects, the same as the ownership of a single family home. As the owner of a condominium unit, you will be taxed separately for real estate tax purposes. You may obtain a mortgage loan on your unit and pay the interest and principal amortization directly to your mortgagee. Your rights in and to your condominium unit will not be affected by any other unit owner's action or inaction with regard to payment of taxes or mortgages on his or her unit. As an owner of a condominium unit, you will be entitled to exclusive possession of your unit and will own an undivided fee interest in the common elements and limited common elements of the condominium as a whole. (For a description of the common elements and limited common elements and the percentage of ownership applicable to your prospective purchase, please refer to the Declaration of Condominium and other Exhibits.)

One aspect of condominium unit ownership which differs from ownership of a single family residence is the requirement that a unit owner pay a proportionate share of common charges relating to the condominium. As part of this Public Offering Statement, a proposed budget has been prepared which sets forth the amount of annual and monthly charges which will be payable with regard to each of the units within the Condominium. This budget has been prepared on the basis of all information presently available to the Declarant. You should bear in mind, however, that the amount of common charges will change from time to time based upon then current operating expenses.

The future value of your unit may depend, in part, on the Declarant's success in marketing other units at the Condominium, on successful management of the Condominium by the Declarant until the Board of Directors of the Association is

filled by purchasers of units, and on the actions taken by future Boards of Directors of the Association. Of course, those factors traditionally affecting real estate values, such as the economy, taxation, employment, governmental controls, and population shifts, may also have their effect. Because of such variables, no assurances can be given as to any increase in the value of the unit you purchase.

The remainder of this Public Offering Statement follows statutory format. Every effort has been made to make the information in this Public Offering Statement complete. Documentation in support of this information is available for inspection at the office of the Declarant during normal business hours.

I M P O R T A N T

The Declarant is required by law to emphasize at the end of this Public Offering Statement that the statements set forth herein are only summary in nature, and that a prospective purchaser should refer to all references as well as the entire set of disclosure materials and his Purchase Agreement. All disclosure materials and contracts are important documents and, if not understood, the prospective purchaser should seek competent advice. Because the nature of this warning is so important, it is included in this Introduction as well as in its required position at the end of the text.

PUBLIC OFFERING STATMENT

ASPETUCK VILLAGE, a Condominium, an Expandable Condominium
New Milford, Connecticut

THE STATMENTS SET FORTH HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES AS WELL AS THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS PURCHASE CONTRACT. ALL DISCLOSURE MATERIALS AND CONTRACTS ARE IMPORTANT DOCUMENTS AND, IF NOT UNDERSTOOD, THE PROSPECTIVE PURCHASER SHOULD SEEK COMPETENT ADVICE.

DATED: 14 October 1983

Attached to this Public Offering Statement as Exhibit D is a statement of information setting forth as to each unit (a) its identification number, (b) its type, (c) the building within which it is located, (d) the number of bedrooms it contains, (e) its square foot area, (f) the floor on which it is located, (g) its undivided percentage interest in the Common Elements; (h) the applicable monthly Common Charges (first twelve months only), and (i) any general comments. Therefore, prospective purchasers should carefully review Exhibit D., together with the plans attached to the Declaration for a more complete description of the units.

The Declarant intends to sell or rent all of the above described units.

Any unit owner has the right to lease his or her unit.

The management of the development, including determining common charges and expenditures (except for construction expenditures) is now handled by the Aspetuck Condominium Association, Inc. under the control of unit owners. Therefore the developer cannot guarantee the proposed budget will be followed by the owner's association.

A recreation building is included as a part of the Common Elements of the Condominium. This building comprises approximately 1,100 square feet and contains two bathrooms, a small kitchen, an entrance foyer, and a communal meeting and recreation room with a fireplace on the upper or main level. On the lower level there are laundry facilities and storage areas.

3. Copies of any management contract or agreement affecting the use, maintenance or access of all or part of the Condominium with a brief narrative statement of the effect of each agreement upon a purchaser, and a statement of the relationship, if any, between the Declarant and the managing agent or firm:

The affairs of the Condominium, as well as those of the Association, will be managed by the directors of the Association, who hire various subcontractors for necessary services. When the Condominium was first created, the Hartwell Stewart Company, a professional management firm, had a contract to manage and maintain the premises. After the Unit owners assumed control however, they terminated the manager's agreement, and now the Directors of the Association manage the property and hire outside contractors to clean and maintain the premises. The Association may at any time resume a professional manager.

4. A general description of the status of construction, zoning, site plan approval, issuance of building permits, or compliance with any other state or local statute, ordinance or regulation affecting the Condominium:

Construction of the last 68 units has commenced as of this date. The first three phases of 120 units are complete and have been sold with final certificates of occupancy. Certificates of Occupancy will be furnished upon the transfer of title to each unit owner. All necessary site plan approvals and buildings permits have been obtained for the Condominium.

SPECIFIC INFORMATION REQUIRED UNDER THE TERMS OF SECTION 47-71b of CHAPTER 825 OF THE CONNECTICUT GENERAL STATUTES, REVISION OF 1958, AS AMENDED.

1) The name and principal address of the Declarant and the Condominium.

A. Declarant: WELLSVILLE ASSOCIATES
35 Danbury Road
New Milford, Connecticut 06776

B. Condominium: ASPETUCK VILLAGE, a Condominium, an Expandable
Condominium
Wellsville Ave.
New Milford, Connecticut 06776

2) A narrative description of the Condominium stating the total number of Units to be sold and rented; and the total number of units that may be included in the Condominium by reason of future expansion or merger of the Condominium by the Declarant:

The Condominium is located on Wellsville Ave. and Wells Road in the Town of New Milford, Connecticut. It consists of One Hundred Eighty Eight (188) Condominium Units in Eighteen (18) buildings. The parcel upon which the Condominium of 188 units is situated, consists of approximately 32.710 acres. This development has been built in four phases, hence the designation "Expandable Condominium." However, the project is now complete, and no more units will be added other than the 68 now under construction in the forth phase. A more specific description of the location and boundaries of the buildings and units appear in Exhibits A, B, C & D to the Declaration.

Of wood frame construction, all of the buildings, upon completion, will be constructed of the following principal materials: poured concrete footings and foundation walls; concrete basement floor slab over tamped gravel fill; six-inch block firewalls; wall-to-wall carpeting, except for sheet vinyl in the kitchens and in the bathrooms; concrete slab sub-flooring in type A and E Units and plywood sub-flooring in all other units; exteriors of painted wood siding and clapboards; all inside walls and ceilings of gypsum board; party walls between units separately stud framed with two layers of fire rated gypsum board on each side and insulation within; plywood roof sheathing with asphalt shingles; nine-inch fiberglass insulation in the ceilings three and one-half inch fiberglass insulation in the exterior walls and one-half inch urethane sheathing; insulated metal exterior doors with six recessed panels; metal frame sliding doors with thermo-pane glass; flush mahogany interior doors; aluminum double hung windows with thermo-pane glass; electric baseboard heating system with individual unit thermostat control.

The Declarant, to the best of its knowledge, information and belief has complied with all state and local statutes, ordinances and regulations affecting the Condominium.

5. The significant terms of any encumbrances, easements, liens and matters of title affecting the Condominium:

The Condominium first came into existence when the Declaration of Condominium of Aspetuck Village, a Condominium, an Expandable Condominium was recorded in the New Milford Land Records. The Condominium came into existence when the original declaration, dated 10 December 1981 was recorded in Volume 294, Page 95 of the New Milford Land Records. Since then, the Declaration has been amended twice, and will be amended again when the Third Amendment, a copy of which is attached, is filed in the land records before the first closing of the Fourth Phase.

Aspetuck Village Association, Inc., is organized as a non-stock corporation. Membership in the Association will automatically be an appurtenance to ownership of a Unit in the Condominium and common charges will be a lienable assessment against each Unit. By acceptance of membership pursuant to the Purchase Agreement and acceptance of the deed to his Unit, the purchaser becomes personally liable for the payment of the Condominium charges and assessments as provided in the Declaration and its Exhibits.

A list of encumbrances and significant terms are shown on Exhibit C attached hereto and made a part hereof.

6. The significant terms of any financing offered by the Declarant to the purchasers of units in the Condominium:

No financing is offered by the Declarant; however, the Declarant may supply names of lending institutions and assist purchasers in obtaining mortgages from institutions offering mortgages for the purchase of units at Aspetuck Village.

7. The provisions of warranties, including the warranties required by Section 47-74e of Chapter 825 of the Connecticut General Statutes, Revision of 1958, as amended, on the units and common elements:

All statutory warranties required by law are extended to purchasers, including Chapter 827 and Section 47-74e of Chapter 825 of the Connecticut General Statutes, Revision of 1958, as amended, which follow:

Sec. 47-74e. Implied Warranties.

(a) An implied warranty of fitness and merchantability shall attach (1) to each building or other improvement completed not more than two years prior to, or at any time after, the date of the recording of the original condominium instruments; and (2) to the personal property that is transferred with or is appurtenant to each of such buildings or other improvements. For the purposes of this section, completion of a building means issuance of a final certificate of occupancy or the equivalent authorization issued by the governmental body having jurisdiction.

(b) This implied warranty shall inure to the benefit of each unit owner and his successors, and to the benefit

of the Declarant, as follows: (1) As to the roof and structural components of a building or other improvement, and as to mechanical, electrical and plumbing components serving a building or improvement, as distinguished from mechanical components serving only a unit, there shall be the following warranties: (A) From the Declarant for the period beginning with the date of the first occupancy or use of a building or improvement by a unit owner other than the Declarant, and ending one year thereafter; (B) From the contractor, subcontractors and suppliers for a period of one year from the completion of construction or installation. (2) As to all other components of a building or other improvement there shall be the following warranties: (A) From the Declarant for a period of one year from the date of the closing of a sale of a unit or from the date of first occupancy of the unit, whichever shall first occur, as to such unit and the limited common elements appurtenant thereto, and as to all other buildings and real estate improvements beginning with the date of first use of the same by a unit owner other than the Declarant; (B) From the contractor, subcontractors and suppliers, as to each building or other improvement, for a period of one year from the completion of construction thereof.

(c) The warranties herein provided may be asserted by a unit owner or by the unit owners' association on its own behalf or on behalf of one or more unit owners, and shall be conditioned upon the performance of routine maintenance.

Chapter 827 - New Home Warranties:

Section 47-116, as amended by Public Act No. 80-370. Definitions. As used in this chapter, unless the context otherwise requires:

"Improvement" means any newly constructed single family dwelling unit, any conversion condominium unit being conveyed by the Declarant and any fixture or structure which is made a part thereof at the time of construction or conversion by any building contractor, subcontractor or Declarant; "purchaser" means the original buyer, his heirs or designated representatives, of any improved real estate; "real estate" means any fee simple estate; and "vendor" means any person engaged in the business of erecting or creating an improvement on real estate, any Declarant of a conversion condominium, or any person to whom a completed improvement has been granted for resale in the course of his business.

Section 47-117. Express Warranties.

(a) Express warranties by a vendor are created as follows:

(1) Any written affirmation of fact or promise which relates to the improvement and is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms to such affirmation or promise;

(2) Any written description of the improvement, including plans and specifications thereof, which is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms to such description; and

(3) Any sample or model which is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms substantially to such sample or model.

(b) No formal words, such as "warranty" or "guarantee", nor any specific intention to make a warranty shall be necessary to create an express warranty, provided a simple affirmation of the value of the improvement or a statement purporting to be an opinion or commendation of the improvement shall not of itself create such a warranty.

(c) No words in the contract of sale or the deed, nor merger of the contract of sale into such deed shall exclude or modify any express warranty made pursuant to subsection (a) of this section. Such warranty may, at any time after the execution of the contract of sale, be excluded or modified wholly or partially by any written instrument, signed by the purchaser, setting forth in detail the warranty to be excluded or modified, the consent of the purchaser to such exclusion or modification and the terms of the new agreement.

(d) An express warranty shall terminate:

(1) In the case of an improvement completed at the time of the delivery of the deed to the purchaser, one year after the delivery or one year after the taking of possession by the purchaser, whichever occurs first; and

(2) In the case of an improvement not completed at the time of the delivery of the deed to the

purchaser, one year after the date of the completion or one year after taking of possession by the purchaser, whichever occurs first.

Section 47-118. Implied Warranties.

(a) In every sale of an improvement by a vendor to a purchaser, except as provided in subsection (b) of this section or excluded or modified pursuant to subsection (d), warranties are implied that the improvement is:

- (1) Free from faulty materials;
- (2) Constructed according to sound engineering standards;
- (3) Constructed in a workmanlike manner; and
- (4) Fit for habitation, at the time of the delivery of the deed to a completed improvement, or at the time of completion of an improvement not completed when the deed is delivered.

(b) The implied warranties of subsection (a) of this section shall not apply to any condition that an inspection of the premises would reveal to a reasonably diligent purchaser at the time the contract is signed.

(c) If the purchaser, expressly or by implication, makes known to the vendor the particular purpose for which the improvement is required, and it appears that the purchaser relies on the vendor's skill and judgment, there is an implied warranty that the improvement is reasonably fit for the purpose.

(d) Neither words in the contract of sale, nor the deed, nor merger of the contract of sale into the deed is effective to exclude or modify any implied warranty; provided, if the contract of sale pertains to an improvement then completed, an implied warranty may be excluded or modified wholly or partially by a written statement, signed by the purchaser setting forth in detail the warranty to be excluded or modified, the consent of the purchaser to exclusion or modification, and the terms of the new agreement with respect to it.

(e) The implied warranties created in this section shall terminate:

- (1) In the case of an improvement completed at the time of the delivery of the deed to the purchaser, one year after the taking of possession by the purchaser, whichever occurs first; and

(2) In the case of an improvement not completed at the time of delivery of the deed to the purchase, one year after the date of the completion or one year after taking of possession by the purchase, whichever shall occur first.

Section 47-119. Vendor not to evade by intermediate transfer.

Any vendor who conveys an improvement to an intermediate purchaser to evade the provisions of this chapter shall be liable to the subsequent purchaser as if the subsequent conveyance had been effectuated by the vendor to the subsequent purchaser.

Section 47-120. Warranties created by chapter additional to any other warranties.

The warranties created in this chapter shall be in addition to any other warranties created or implied in law.

Manufacturers' warranties on appliances can be found in or on the appliances individually. No additional warranties, either express or implied, are offered by the Declarant.

8. A schedule of the common expenses appertaining to each unit to be paid initially by each unit owner, during the twelve month period following initial occupancy of the first unit to be sold to a unit owner other than the Declarant, the total of which charges shall not be increased during such twelve month period by more than ten per cent over the total of all charges set forth in such schedule, unless a majority of the unit owners other than the Declarant, voting at a meeting duly called for that purpose, approve such increase:

A table of common charges for all of the residential units is set forth in Exhibit D to this Public Offering Statement and is made a part hereof. These charges will not be increased during the twelve month period following the initial occupancy of the first unit by more than ten (10) percent over the total of all charges set forth in such schedule unless a majority of the unit owners other than the Declarant voting at a meeting duly called for that purpose approve such increase. The budget for the condominium is designated as Exhibit B and is an exhibit to the Management Contract.

9. Whether membership in, or use of the recreational facilities is, or is to be available to persons other than unit owners, and, if so, the terms and conditions of such use or membership:

The use of the recreation facilities at the Condominium will be limited to unit owners and their families, guests and invitees.

10. A statement that the purchaser may cancel the non-binding reservation or contract for the disposition, as the case may be, pursuant to subsection (b) and (c) of Section 47-74f of Chapter 825 of the Connecticut General Statutes, as amended:

Subsections (b) and (c) of Section 47-74f of Chapter 825 of the Connecticut General Statutes, Revision of 1958, as amended, provide:

(b) No Declarant may dispose of any interest in a condominium unit to a purchaser who has not signed a non-binding reservation agreement for said unit unless he delivers to such purchaser a current public offering statement, on or before the date on which the purchaser signs a contract for disposition of said unit. Any contract signed by such a purchaser shall be expressly and without qualification subject to cancellation by the purchaser in the same manner as a non-binding reservation agreement.

(c) Cancellation of contracts for the disposition of a condominium unit shall be by notice to the Declarant, sent by certified mail, return receipt requested, or by hand delivery.

A purchaser may cancel a non-binding reservation or contract for disposition of his unit, as the case may be, pursuant to the above subsections within 15 days after signing such non-binding reservation or contract.

11. If the disposition of a condominium unit is to be in the form of an agreement by the Declarant to lease the unit to the purchaser in exchange for a lump sum initial payment, a copy of the proposed lease from which the actual lease may deviate only as to identity and type of unit, price and periodic rental:

Declarant does not presently intend to dispose of any units by leasing to a purchaser in exchange for a lump sum initial payment.

12. Copies of instruments which will be delivered to the purchaser to evidence his interest in the condominium unit and any other agreements which the purchaser will be required to sign:

A specimen copy of the warranty deed the Declarant will deliver to the purchaser is attached hereto as Exhibit F. Also attached as Exhibit E is a copy of the 15 Day Non-Binding Reservation Agreement and Purchase Agreement each purchaser will be required to execute with respect to his unit. Although the Declarant presently believes the attached copies to be substantially accurate, there may be non-material variations in the actual instruments delivered at closing.

13. Aspetuck Village, a Condominium, an Expandable Condominium is not a leasehold condominium; therefore, the disclosures required by subsection (14) of Section 47-71b of Chapter 825 of the Connecticut General Statutes, Revision of 1958, as amended, do not apply.

14. Aspetuck Village, a Condominium, an Expandable Condominium is not a conversion condominium; therefore, the disclosures required by Section 47-88b of Chapter 825 of the Connecticut General Statutes, Revision of 1958, as amended, do not apply.

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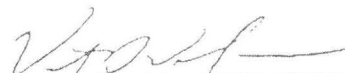
THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES AS WELL AS THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS PURCHASE CONTRACT. ALL DISCLOSURE MATERIALS AND CONTRACTS ARE IMPORTANT DOCUMENTS AND IF NOT UNDERSTOOD, THE PROSPECTIVE PURCHASER SHOULD SEEK COMPETENT ADVICE.

* * * * *

THE DECLARANT HAS ATTEMPTED TO SUMMARIZE ACCURATELY THE PERTINENT INFORMATION RELATING TO THIS CONDOMINIUM. ANY INFORMATION, DATA, STATEMENTS OR REPRESENTATION AT VARIANCE WITH THE STATEMENTS SET FORTH IN THIS PUBLIC OFFERING STATEMENT SHOULD BE CONSIDERED UNRELIABLE AND SHOULD, THEREFORE, BE DISREGARDED. THIS PUBLIC OFFERING STATEMENT DOES NOT INTENTIONALLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENTS OF MATERIAL FACT, AND NO PERSON HAS BEEN AUTHORIZED BY THE DECLARANT TO MAKE ANY REPRESENTATION AT VARIANCE WITH THOSE SET FORTH HEREIN.

Dated at New Milford, Connecticut this 14 day of October 1983.

WELLSVILLE ASSOCIATES



by Victor Nelson, Partner

EXHIBIT A:

MANAGEMENT AGREEMENT.

At present there is no paid manager and no management agreements.

EXHIBIT B:

BUDGETGROSS ANNUAL INCOME

Income from Assessments	\$95,367.36
Other income	<u>3,750.00</u>

GROSS ANNUAL INCOME	<u>\$99,117.36</u>
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EXPENSESAdministration

Office Supplies	500
Legal & Accounting	2000

Operating

Electric for common areas	21840
Sewer, recreation & laundry	780
Water	14040
Trash removal	11232

Repair and Maintenance

Decorating and interior repairs	2340
Cleaning and supplies	13255
Snow removal	2184
Landscaping and Lawn service	13000
Electrical supplies	780
Hydrant Rental	1320
Sewer alarm	180

Fixed Expenses

Insurance	<u>10920</u>
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TOTAL EXPENSES	\$94,371.00
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REPLACEMENT RESERVES	<u>4,746.36</u>
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TOTAL ANNUAL EXPENSES AND REPLACEMENT RESERVES	<u>\$99,117.36</u>
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EXHIBIT C

EASEMENTS AND ENCUMBRANCES

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EXHIBIT C

TOWN OF NEW MILFORD
SEWER COMMISSION

PERMANENT MAINTENANCE AGREEMENT
ASPETUCK VILLAGE CONDOMINIUM

AGREEMENT made this 3rd day of November , 1981,
between WELLSVILLE ASSOCIATES, a Connecticut partnership having a
place of business in the Town of New Milford, County of
Litchfield and State of Connecticut, hereafter referred to as
"Declarant"; and the TOWN OF NEW MILFORD, a municipal
corporation, located in the County of Litchfield and State of
Connecticut, acting herein by the NEW MILFORD SEWER COMMISSION,
duly authorized, hereafter referred to as "Commission".

W I T N E S S E T H

WHEREAS, Declarant is constructing and will construct a
multi-family dwelling project upon certain premises located in
the Town of New Milford, County of Litchfield and State of
Connecticut, described on Schedule A attached hereto, which
project is to be known as ASPETUCK VILLAGE, A CONDOMINIUM; and

WHEREAS, Declarant, as part of said project, is
constructing and will construct a "community sewerage system", as
defined in Section 7-245 of the Connecticut General Statutes in

accordance with the following plans and specifications on file with the New Milford Sewer Commission:

Drawing S-5 entitled "Proposed Sanitary Sewer & Water, Aspetuck Village - A Condominium, Wellsville Associates, Scale 1" = 40', DWG - WRB", dated 4-10-81, revised 9-24-81, certified by Kenneth W. Rogers;

Specifications entitled, "ECS Posi-Pump System, dated 8/23/81" prepared by E.C. Smith Company;

and

WHEREAS, the Commission, in order to fulfill its statutory obligation as provided in Section 7-246(b) of the Connecticut General Statutes, requires Declarant and its successor condominium association, as a condition precedent to the construction of said community sewerage system, to provide for the permanent management, maintenance and replacement of said system; and

WHEREAS, Declarant is desirous of providing the Commission with an agreement to provide for the permanent management, maintenance and replacement of said community sewerage system, to which agreement Declarant intends to bind a condominium association which is to be formed in connection with such project;

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. Declarant shall construct said community sewerage system at its expense and in accordance with the following plans and specifications on file with the New Milford Sewer Commission:

Drawing S-5 entitled "Proposed Sanitary Sewer & Water, Aspetuck Village - A Condominium, Wellsville Associates, Scale 1" = 40', DWG - WRB", dated 4-10-81, revised 9-24-81, certified by Kenneth W. Rogers;

Specifications entitled "ECS Posi-Pump System, dated 8/23/81" prepared by E.C. Smith Company.

2. Declarant, and after assignment, its successor condominium association, shall permanently manage, maintain and replace said community sewerage system in a manner satisfactory to the Commission and to all other governmental agencies having jurisdiction over same and shall repair, replace, maintain, improve, expand and upgrade said community sewerage system as necessary to provide satisfactory operation thereof and to prevent water, ground or air pollution.

3. As a supplemental guaranty that said community sewerage system will be managed, maintained and replaced in accordance with the provisions of this agreement, Declarant, prior to the discharge of any sewerage from said community sewerage system into the Commission's sewer system, shall deposit with the Commission the sum of Four Thousand Dollars (\$4,000.00) which sum, together with any additional sums thereafter deposited

as provided in this agreement and together with all interest earned thereon, shall be held in trust to be expended by the Commission as provided in this agreement.

4. If, after the execution of this agreement, the Commission deems that the sum of money deposited with it as provided in paragraph 3 hereof is insufficient in amount to secure the Declarant's, or its successor condominium association's, obligation to manage, maintain and replace said community sewerage system as provided by this agreement, the Commission may require the Declarant, or such condominium association, to deposit with it such additional sum or sums of money as the Commission deems necessary to assure compliance with this agreement. All such sums shall be held by the Commission as provided in paragraph 3 hereof.

5. The Commission, its servants, agents and employees shall have the right to enter upon the premises described on Schedule A, attached hereto, for the purpose of inspecting, testing or otherwise determining that said community sewerage system is managed, maintained and replaced in the manner provided by this agreement.

6. The Declarant, and after assignment, its successor condominium association, shall comply with the requirements of any notice or order issued by the Commission or by any other governmental agency having jurisdiction over such system to

repair, replace, maintain, improve, expand or upgrade said community sewerage system. Any such notice or order shall be complied with within such time periods specified in such notice or order, or, in the absence of a specified time period, within a reasonable period of time.

7. In the event that Declarant or its successor condominium association fails to comply with the requirements of any notice or order issued to it as described in paragraph 6 hereof, or in the event that Declarant or its successor condominium association fails to comply with the terms of this agreement, the Commission, or its designee, without any limitation on such other legal remedies which it may have for breach of this agreement, shall have the right to enter upon the premises described on Schedule A, attached hereto, and to repair, replace, maintain, improve, expand or upgrade said community sewerage system and to expend any funds held by it pursuant to this agreement for such purposes.

8. In the event the Commission expends any portion of the fund held by it pursuant to this agreement, the Declarant or its successor condominium association, shall upon demand, redeposit with such Commission a sum of money equal to the amount so expended.

9. Declarant, prior to the discharge of any sewerage from said community sewerage system into the Town's sewer system, shall provide the Town with:

a) complete operating and service manuals for all community sewerage system mechanical equipment;

b) complete wiring diagrams for all community sewerage system electrical service;

c) drawings certified by a licensed professional engineer showing the community sewerage system "as-built";

d) copies of all maintenance agreements pertaining to the maintenance of said community sewerage system.

10. The Declarant agrees, for itself and its successors and assigns, that this agreement is not to be construed as any sort of limitation upon the liability of the Declarant or its successors and assigns for the proper management, maintenance and/or replacement of said community sewerage system.

11. The Declarant further agrees for itself and its successors and assigns, that compliance with this agreement shall be binding on the condominium association which is to be formed in connection with this property and furthermore, that compliance with this agreement shall be made a binding part of any Declaration and By-Laws of the successor condominium association.

12. This agreement and the obligation contained herein shall inure to the benefit of the successors and assigns of the parties and this Agreement shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 3rd day of November, 1981.

Signed, sealed and delivered

in the presence of:

WELLSVILLE ASSOCIATES

As To

CCM

&

UDN

By:

Clarence C. Mitchell, Jr.
Clarence C. Mitchell, Jr.
A General Partner

By:

Victor D. Nelson
Victor D. Nelson, President
SKG ASSOCIATES, INC.
A General Partner

NEW MILFORD SEWER COMMISSION

By:

Angus E. Cameron
Angus E. Cameron
Its Chairman

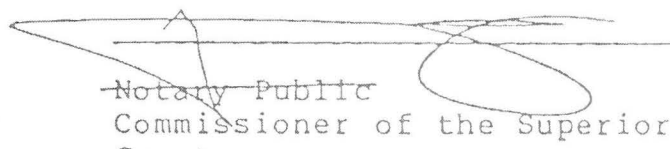
STATE OF CONNECTICUT:

: ss.

Nov 3 1981

COUNTY OF LITCHFIELD :

Personally appeared CLARENCE C. MITCHELL, JR., a General Partner of WELLSVILLE ASSOCIATES, being duly authorized, signer and sealer of the foregoing, and acknowledged the same to be his free act and deed and the free act and deed of said WELLSVILLE ASSOCIATES.


~~Notary Public~~
Commissioner of the Superior
Court


STATE OF CONNECTICUT:

: ss.

Nov 3 1981

COUNTY OF LITCHFIELD :

Personally appeared VICTOR D. NELSON, President of SKG ASSOCIATES, INC., a General Partner of WELLSVILLE ASSOCIATES, being duly authorized, signer and sealer of the foregoing, and acknowledged the same to be his free act and deed and the free act and deed of said SKG ASSOCIATES, INC. and WELLSVILLE ASSOCIATES.



~~Notary Public~~
Commissioner of the Superior
Court

STATE OF CONNECTICUT:

: ss. Danbury, November 9, 1981

COUNTY OF Fairfield :

Personally appeared ANGUS CAMERON, Chairman of the NEW MILFORD SEWER COMMISSION, of the Town of New Milford, being duly authorized, signer and sealer of the foregoing, and acknowledged the same to be his free act and deed and the free act and deed of said NEW MILFORD SEWER COMMISSION.


Jeffrey B. Sienkiewicz
~~Notary Public~~
Commissioner of the Superior
Court

Schedule A

All that certain piece or parcel of land situate in the Town of New Milford, County of Litchfield and State of Connecticut containing 14.070 + acres of land depicted on a certain map entitled, "Map Prepared for S.K.G. Associates, Inc. Wellsville Avenue & Wells Road, New Milford, Connecticut Scale 1" = 40' August 1979 Total Area 14.070 + Acres," which map is "certified 'substantially correct'" by K.W. Rogers L.S. #2823, reference to which map may be had for a more particular description of the herein described premises, bounded now or formerly, as follows:

- NORTHERLY: By Wells Road, so-called; and land of Louis Funk, each in part;
- EASTERLY: By Wellsville Road, land of Robert & Marion Kallenbeck, land of Peter Wojcieckowski, land of John Marois, each in part;
- SOUTHERLY: By land of Irene Christopher and other land of S.K.G. Associates, Inc., each in part; and
- WESTERLY: By the center of East Branch of the Aspetuck River and by said land of said Louis Funk, each in part.

EXHIBIT C

EASEMENT

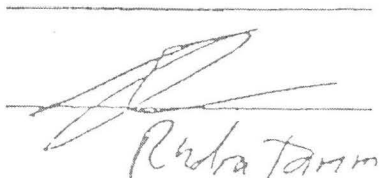
WELLSVILLE ASSOCIATES, a Connecticut partnership with office in New Milford, for consideration paid, grants to the New Milford Water Company of New Milford, Connecticut, an easement 30 feet in width, on property located at intersection on Wellsville Ave. and Wells Road, which property is shown on map entitled "Map Prepared for Wellsville Associates, Wellsville Ave. and Wells Road, New Milford, Connecticut Scale 1"=10' June 1981 Total area = 14.070 acre, K.W. Rogers R.L.S. "

The edges of the easement shall be located 15 feet on either side of a line labeled "6" water Plastic Pipe" on map entitled "Proposed Sanitary Sewer and Water Wellsville Associates Scale 1"=40' D.W.G.-W.R.B." The easement shall extend from Wells Road, along and 15 feet on either side of the water main flowing through Aspetuck Village as shown on said map or as built.

It is agreed that the 6" water main and so much of the branch lines leading from the main, as lie within the easement area, shall be the property of Grantee, New Milford Water Co. The purpose of this easement shall be to provide access to Grantee to lay, repair, maintain and replace water lines within its easement area. Grantor shall have the right to build and maintain buildings, driveways, parking areas and other improvements on said property in the locations designated on said map entitled "Proposed Sanitary Sewer and Water" but shall not otherwise block or obstruct the easement area.

Signed the 17 day of September 1981.

WELLSVILLE ASSOCIATES.


Rodra Tamm

By 
CLARENCE MITCHELL, Partner

Acknowledged before me this 17 day of September, 1981 by CLARENCE MITCHELL, Partner of WELLSVILLE ASSOCIATES.



RODRA TAMM
COMMISSIONER OF THE SUPERIOR COURT

EXHIBIT C

KNOW ALL MEN BY THESE PRESENTS

THAT Wellsville Associates, a general partnership with its office in the Town of New Milford, County of Litchfield, and State of Connecticut, acting herein by Clarence C. Mitchell, Jr., a partner hereunto duly authorized, for the consideration of One (\$1.00) and other valuable considerations received to its full satisfaction of the Town of New Milford, a municipal corporation, do hereby give and grant unto the said Town of New Milford, its successors and assigns forever, a full and perpetual sewer easement under, over and across the following described land of the Grantor situated in the said Town of New Milford, County of Litchfield, State of Connecticut:

FIRST PIECE: All that land depicted on a certain map entitled "Map Prepared for S.K.S. Associates, Inc. Wellsville Avenue & Wells Road, New Milford, Connecticut, Scale 1"=40' August 1979 Total Area = 14.070 Acres," which map is 'certified substantially correct' by K. W. Rogers, R.L.S. # 2823, bounded, now or formerly, as follows: NORTHERLY: By Wells Road, so-called; and land of Louis Funk; EAST-ERLY: By Wellsville Avenue; land of Robert & Marion Kallenbeck; land of Peter Wojcieckowski; and, land of John Marois; SOUTHERLY: By land of Irene Christopher; and the Second Piece hereinafter described; and, WESTERLY: By the center line of the East Branch of the Aspetuck River and said land of said Funk.

SECOND PIECE: All that land depicted on a certain map entitled "Map Showing Property of S.K.G. Associates, Inc., Trustee, & Aspetuck Road Relocation, New Milford, Connecticut, Scale 1" = 100' August 1980, Certified 'Substantially Correct' as a Class A-2 survey, K.W. Rogers RLS # 2823" bounded, now or formerly, as follows: NORTHERLY: By the First Piece hereinabove described; and land of William Richmond; EASTERLY: By land of Irene Christopher; Barry Klein; Beryl Risdon et al; Harry L. Nichols, Jr et al; Claudia Armstrong; and, Herbert Fuchs; SOUTHERLY: By land of Jack Nowitz; and, WESTERLY: By Aspetuck Road; and, land of William Richmond, EXCEPTING AND EXCLUDING all that land designated on said map as "Relocated Aspetuck Road.

And the Grantor does further grant unto the said Town of New Milford, its successors and assigns forever, a full and perpetual right and privilege to enter upon the said premises by its officers employees, servants and agents, for the purpose of maintaining, cleaning, repairing, reconstructing and inspecting at all times, sewer lines, pumping stations and equipment, manholes with appurtenances thereto, upon, over under and across said easement.

The easement herein granted is for the purposes of servicing the condominium development known as "Aspetuck Village" to be constructed by the Grantor on the First Piece hereinabove described and for such other buildings and improvements that may hereafter be erected upon the hereinbefore described premises by the Grantor or its successors and assigns.

The granting and acceptance of this Easement shall not be construed as imposing upon the said Town of New Milford or any of its agencies the obligation to construct, maintain, clean, repair or reconstruct any sewer lines, pumping stations, manholes or appurtenances thereto.

TO HAVE AND TO HOLD the premises for the aforesaid purposes unto the said Town of New Milford, its successors and assigns forever.

IN WITNESS WHEREOF, Wellsville Associates has caused this instrument to be executed by a general partner on this 30th day of October, 1981.

Signed, sealed and Delivered
in the presence of:

WELLSVILLE ASSOCIATES

By Clarence C. Mitchell, Jr.
Clarence C. Mitchell, Jr.
A Partner

JOHN O. DURLING
JOHN O. DURLING
LEORA E. PARÉ
LEORA E. PARÉ

STATE OF CONNECTICUT)
: SS Town of New Milford
COUNTY OF LITCHFIELD)

On this the 30th day of October 1981, before me, John O. Durling, the undersigned officer, personally appeared Clarence C. Mitchell, Jr., who acknowledged himself to be a Partner of Wellsville Associates, and that he as such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said Partnership by himself as a Partner.

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

JOHN O. DURLING
JOHN O. DURLING

EXHIBIT C

AMENDED WATER EASEMENT

WELLSVILLE ASSOCIATES, a Connecticut partnership with office in New Milford for consideration paid, grants to the New Milford Water Company of New Milford, Connecticut, an easement 30 feet in width, on property located at intersection on Wellsville Ave. and Wells Road, which property is shown on map entitled "Map Showing 'Aspetuck Village,' an Expandable Condominium Prepared for Wellsville Associates, Wellsville Ave. and Wells Road, New Milford, Connecticut Scale 1"=10' September 1983 Total Area = 32.710 acre, K.W. Rogers R.L.S." Designated as "Declared Parcel, Expansion Parcel I" and "Expansion Parcel II"

The edges of the easement shall be located 15 feet on either side of a line labeled "6" water Plastic Pipe" on map entitled "Proposed Sanitary Sewer and Water Wellsville Associates Scale 1"=40' D.W.G.-W.R.B." Dated 4-10-81. The easement shall extend from Wells Road, along and 15 feet on either side of the water main flowing through Aspetuck Village as shown on said map or as built.


In the area designated as "Expansion Parcel III Phase 4 18.657[±] acres" the edges of the easement in the areas between the buildings shall be 15 feet on either side of the line labeled "6" Water Plastic Pipe on map entitled "Proposed Sanitary Sewer and Water Wellsville Associates Scale 1"=40' D.W.G.-W.R.B. dated 4-15-83." In the areas in front of the buildings the easement shall commence at the building line, and extend perpendicular to the building face, 30 feet in the direction of the said "6" Water Plastic Pipe.

It is agreed that the 6" water main and so much of the branch lines leading from the main, as lie within the easement area, shall be the property of Grantee, New Milford Water Co. The purpose of this easement shall be to provide access to Grantee to lay, repair, maintain and replace water lines within its easement area. Grantor shall have the right to build and maintain buildings, driveways, parking areas and other improvements on said property in the locations designated on said map entitled "Proposed Sanitary Sewer and Water" but shall not otherwise block or obstruct the easement area.

Signed the 14 day of October 1983.



WELLSVILLE ASSOCIATES.

By 
_____ Victor Nelson

Acknowledged before me this 14 day of October, 1983, by Victor Nelson, Partner of Wellsville Associates.



_____ RUDRA TAMM
COMMISSIONER OF THE SUPERIOR COURT

EXHIBIT D
TO PUBLIC OFFERING STATEMENT
ASPETUCK VILLAGE, A CONDOMINIUM, AN EXPANDABLE CONDOMINIUM

UNIT TYPE	BEDROOMS	FLOOR	SQUARE FEET*	COMMON % OWNERSHIP	MONTHLY COMMON CHARGES
A	1	Lower	578	.4622	\$36.73
B	1	Upper	598	.4837	38.44
C	1 with den	Townhouse 1153 with garage under		.7149	56.82
D	1 with den	Townhouse 1153 with basement under		.6888	54.74
E	1	Lower	609	.4730	37.59
F	1	Upper	630	.4945	39.30

NOTES:

* The square Footage cited does not include the garage or basement of about 575 square feet in units C & D.

** The percentage of Common Ownership and consequently also the monthly charge is based on actual and appraised value, not square footage.

THE FOLLOWING UNITS ARE TYPE A:

9	47
11	49
13	51
15	53
17	55
19	57
21	59
23	61
25	63
27	65
29	67
31	69
33	71
35	73
37	75
39	77
41	79
43	97
45	99
	101
	103
	105
	107

EXHIBIT D

THE FOLLOWING UNITS ARE TYPE D:

89	93
90	94
91	95
92	96

THE FOLLOWING UNITS ARE TYPE E:

131	151	171
133	153	173
135	155	175
137	157	177
139	159	179
141	161	181
143	163	183
145	165	185
147	167	187
149	169	189

THE FOLLOWING UNITS ARE TYPE F:

132	162
134	164
136	166
138	168
140	170
142	172
144	174
146	176
148	178
150	180
152	182
154	184
156	186
158	188
160	190

EXHIBIT D

THE FOLLOWING UNITS ARE TYPE B:

10	60
12	62
14	64
16	66
18	68
20	70
22	72
24	74
26	76
28	78
30	80
32	98
34	100
36	102
38	104
40	106
42	108
44	
46	
48	
50	
52	
54	
56	
58	

THE FOLLOWING UNITS ARE TYPE C:

1	113
2	114
3	115
4	116
5	117
6	118
81	119
82	120
83	121
84	122
85	123
86	124
87	125
88	126
109	127
110	128
111	129
112	130

PURCHASE AGREEMENT

WELLSVILLE ASSOCIATES, a Connecticut partnership, having an office address at 35 Danbury Road, New Milford, Connecticut ("Seller"), and

Buyer(s) Name

Street

Town

State

Zip Code

("Buyer"), agree as follows:

1. Agreement to Sell and Purchase. Seller will sell and Buyer will purchase upon the terms and conditions hereinafter set forth, the following described real property ("Premises") situated in the Town of New Milford, County of Litchfield and State of Connecticut:

Unit No. _____ in a condominium known as Aspetuck Village, a Condominium, an Expandable Condominium, located at Wellsville Avenue and Wells Road in the Town of New Milford, Connecticut, together with the undivided interest in the Common Elements appurtenant thereto as more fully described and identified in a Declaration by the Seller, including such surveys, plans, schedules or exhibits annexed thereto or referred to therein, all of which will be or has been filed on the Land Records of the Town of New Milford, and which are incorporated herein by reference and made a part of this Agreement.

2. Purchase Price. The purchase price shall be \$ _____, payable as follows:

a) Deposit paid this date, the receipt of which is hereby acknowledged, subject to collection

\$ _____

B) Additional deposit to be paid within fifteen (15) days from the date of this Agreement

\$ _____

c) Balance in cash or certified check at closing of transfer of title

\$ _____

TOTAL OF PAYMENTS \$ _____

Initial deposit and additional deposit shall be deposited in a separate account in the name of Rudra Tamm, Escrow Agent, which account shall be with Connecticut National Bank.

3. Mortgage Contingency. This Agreement is conditioned upon Buyer's ability to obtain a commitment for a mortgage loan on the Premises for not less than \$_____ with interest at no more than _____ percent per annum, amortized in equal monthly installments of principal and interest over a period of not less than _____ years. Buyer agrees to keep Seller fully advised as to the lenders to which it has made application and consents to Seller making any inquiries with respect to the status of such applications or otherwise assisting such lenders with the processing of same.

In the event that Buyer, using all reasonable efforts, is unable to obtain a mortgage loan commitment within forty-five (45) days from the date hereof, Buyer may, within three (3) days thereafter, terminate this Agreement by written notice to Seller. Failing to so do, this mortgage contingency shall be deemed to have been fulfilled. Upon the termination of this Agreement, as aforesaid, all monies theretofore paid by Buyer to Seller under this Agreement shall be refunded to Buyer.

4. Completion Date. Seller anticipates substantial completion of construction on this unit on or about _____. If the unit is not substantially completed by the date herein, for any reason whatsoever, the Buyer shall grant reasonable extensions of time and the closing date shall be extended from time to time accordingly. If the unit is substantially completed by the closing date or the extended closing date, the transfer of title shall be complete on that date without holdback and the Seller shall have the right to enter upon the premises to complete any outstanding details of construction within a reasonable time thereafter, having regard to the availability of supplies or tradesmen and the Seller shall, if requested, give a written undertaking to that effect on closing. If the unit is not substantially completed within five (5) months from the completion date set forth, the Buyer may cancel this contract and shall be entitled to a full refund of all sums paid hereunder, without interest. Seller shall have no further liability to Buyer for delays for any reason whatsoever which prevent substantial completion of the unit according to the schedule hereinbefore set forth. Throughout this contract, substantial completion shall mean the interior of the unit is substantially completed with a Certificate of Occupancy issued for said unit and regard shall not be had to non-completion of common elements.

5. Condition of Premises. The Buyer has reviewed the Public Offering Statement, Declaration, By-Laws and Exhibits of Aspetuck Village, a Condominium, an Expandable Condominium, and agrees to purchase the Premises in the condition as so stated. The Buyer represents that the Premises are being purchased by him solely for such uses and purposes as are permitted under the Declaration and By-Laws of Aspetuck Village, a Condominium, an Expandable Condominium and for no other purposes particular to the Buyer and that in purchasing the Premises, Buyer is not relying upon the skill or judgment of Seller or any representations of Seller or its agent except as set forth in this Agreement, Public Offering Statement, Declaration, By-Laws and Exhibits.

Custom extras and alterations installed at the request of Buyer shall be pursuant to a separate agreement. The warranties of this section shall not apply to those extra improvements, any warranty being expressly included in such separate agreement, to the extent required by law.

* * * * *

THIS AGREEMENT IS ENTERED INTO WITH FULL KNOWLEDGE AND CAREFUL INSPECTION OF THE BUYER AS TO THE VALUE AND CONDITION OF THE PREMISES, AND THE BUYER IN ENTERING INTO THIS AGREEMENT, HAS NOT RELIED UPON ANY REPRESENTATIONS, INFORMATION OR PROMISES WHICH ARE NOT CONTAINED IN THIS AGREEMENT OR THE PUBLIC OFFERING STATEMENT MADE BY THE SELLER OR ITS REPRESENTATIVES AS TO THE CHARACTER, QUALITY, USE, ZONING, VALUE, CONDITION, OCCUPATION, OR OTHER MATTER RELATING TO THE PREMISES, NOR AS TO ANY POSSIBLE MONETARY RETURN OR OTHER BENEFIT WHICH MAY ACCRUE TO BUYER BY REASON OF HIS PURCHASE OF THE PREMISES, IT BEING AGREED THAT THE PREMISES ARE NOT BEING OFFERED OR SOLD BY SELLER FOR INVESTMENT.

Dated this day of , 19 .

Buyer

Buyer

BROKER:

WELLSVILLE ASSOCIATES:

BY _____

EXHIBIT F
WARRANTY DEED STATUTORY FORM

WELLSVILLE ASSOCIATES with office in New Milford, Connecticut for consideration of \$ _____ Grants to _____ of _____ as _____

with WARRANTY COVENANTS:

That certain real estate, together with fixtures and appliances, located in New Milford, Connecticut, known as Unit # _____ Aspetuck Village, together with the undivided interest to the common element and limited common elements appertaining thereto, situated on the premises submitted to and subject to the condominium form of ownership, pursuant to the Unit Ownership Act of the Connecticut General Statutes, which premises are more particularly shown on map entitled "Map Showing "Aspetuck Village" an Expandable Condominium Prepared for Wellsville Associates, Wellsville Avenue and Wellsville Road, New Milford Connecticut Scale 1"=100' September 1983 Total Area =32.710 acres K.W. Rogers R.L.S. 2823." Which unit and Common Elements are more particularly described in Declaration of Aspetuck Village, A Condominium, An Expandable Condominium, Dated 10 December 1981 Filed Volume 294, Page 95 New Milford Land Record, as amended in Volume 297 Page 401 New Milford Land Records, and amended again Volume 303, Page 805 New Milford Land Records.

The Grantee, by acceptance of this deed, and by agreement with Grantor, expressly assumes and agrees to be bound by all the terms, conditions and obligations set forth in said Declaration and in the Bylaws recorded Volume 294, Page 121, as said Declaration and By-laws maybe amended or supplemented from time to time. Said premises are also conveyed with the rights and subject to burdens of the following

1. Real estate taxes to the Town of New Milford becoming due and payable hereafter.
2. Governmental laws and ordinances including but not limited to Planning and Zoning, Environmental and Flood Plain regulations.
3. Rights of Riparian owners to East Aspetuck River.
4. Notes on said Map of Aspetuck Village.
5. Declaration of Unit Ownership, Aspetuck Village, a Condominium an Expandable Condominium, recorded Volume 294, Page 95 New Milford Land Records as amended.
6. Permanant Maintenance Agreement with the Town of New Milford Sewer Commission regarding construction and maintenance of community sewage system and pumping station, Volume 293 Page 1041 New Milford Land Records.

7. An easement to the Town of New Milford to enter onto said premises to inspect, clean and maintain all sewage lines, pump stations, manholes and appurtenances thereon, recorded Volume 293, Page 1050 New Milford Land Records.

8. An easement to the New Milford Water Company dated 17 September 1981 and recorded 19 January 1982 in Volume 294 Page 803 New Milford Land Records, to provide Grantee access to lay, repair and inspect water lines within the easement area, amended in Volume _____, Page _____ New Milford Land Records.

9. An easement to the Connecticut Light and Power Company to install maintain and inspect underground utilities in its easement area, which easement is dated 12 January 1982 and recorded Volume 295, Page 151 in the New Milford Land Records amended in Volume _____, Page _____ New Milford Land Records.

10. Variance granted by the New Milford Zoning Board of Appeals reducing the parking requirement to one and one/half spaces for each unit, recorded 7 August 1981, Volume 291 Page 589 New Milford Land Records.

11. Variance granted by New Milford Zoning Board of Appeals reducing the Wells Road set back from 50 feet to 43 feet at the Northwest corner of Building #4, recorded 17 June 1982 Volume 303, Page 805 New Milford Land Records.

Signed this _____ day of _____ 198__.

Witnesses

WELLSVILLE ASSOCIATES.

STATE OF CONNECTICUT
COUNTY OF LITCHFIELD

ss: New Milford

On this the _____ day of _____, 198__, before me, the undersigned officer, personally appeared _____ who acknowledged himself to the _____ of _____ and that he, as such officer being authorized so to do, executed the foregoing instrument as his free act and deed.

RUDRA TAMM

COMMISSIONER OF THE SUPERIOR COURT

DECLARATION
OF
ASPETUCK VILLAGE, A CONDOMINIUM, AN EXPANDABLE CONDOMINIUM

WARNING: THIS IS AN EXPANDABLE CONDOMINIUM IN WHICH THERE ARE NO LIMITATIONS OR ASSURANCES WITH RESPECT TO THE OPTION TO EXPAND, WHICH OPTION MAY BE EXERCISED BY THE DECLARANT WITHOUT CONSENT OF THE UNIT OWNERS WITHIN SEVEN (7) YEARS FROM THE DATE OF THE RECORDING OF THIS DECLARATION.

* * * * *

Wellsville Association (hereinafter referred to as the "Declarant") is a Partnership with an office at 35 Danbury Road, New Milford, Connecticut, and does hereby declare as follows:

ARTICLE I

Submission of Property

Section 1.1 Declarant submits the Property in the Town of New Milford, Connecticut described herein, including the improvements now or hereafter thereon, to the provisions of the Condominium Act of 1976 of the Connecticut General Statutes, for the specific purpose of creating and establishing Aspetuck Village, a Condominium, an Expandable Condominium. Reference is also made to plans showing the approximate dimensions, floor area and location of each Unit, the location and approximate dimensions of the Limited Common Elements and Common Elements, and other information required by the Condominium Act which have, prior to or simultaneously with the recording of this Declaration, been filed in the office of the New Milford Town Clerk.

ARTICLE II

Definitions

Section 2.1 The following words and phrases shall have the meanings herein ascribed to them:

(a) Appurtenant Interest: (1) the undivided interest in the Common Elements appurtenant to a Unit; (2) the interest of a Unit Owner in any Units acquired by the Association or its designee on behalf of

all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (3) the interest of a Unit Owner in any other right, right of membership, claim, cause of action or asset of the Condominium or the Association;

(b) Association: Aspetuck Village Condominium Association, Inc., a nonstock corporation organized under the laws of the State of Connecticut. It is the association of Unit Owners acting as a group in accordance with the Condominium Instruments;

(c) Board of Directors: The Board of Directors of the Association. It consists of natural persons elected by the Unit Owners to direct the operation of the Condominium;

(d) Building: A structure or structures containing one or more Units and comprising a part of the Property;

(e) Charges: Common Charges and Special Charges each of which is separately defined in this section;

(f) Common Charges: The charges assessed against Units for their share of Common Expenses, as provided in the By-Laws;

(g) Common Elements: All real property within the Condominium other than the Units;

(h) Common Expenses: (1) expenses of administration, maintenance and repair or replacement of the Common Elements and portions of the Units maintained by the Association pursuant to the By-Laws; (2) expenses declared to be Common Expenses by the Condominium Instruments or by the Condominium Act; (3) expenses agreed upon as Common Expenses by the Association; (4) deposits into reasonable reserves, 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.

(i) Common Profits: The balance of all income, rent, profits and revenues from Charges and other income of the Association remaining after the deduction of all expenses;

(j) Condominium: The real property and any incidents thereto and interests therein, submitted to the Condominium Act by the recordation of Condominium Instruments pursuant to the provisions of the Condominium Act;

(k) Condominium Act: Chapter 825 of the Connecticut General Statutes, also known as the Condominium Act of 1976, as the same may, from time to time, be amended to apply to this Condominium;

(l) Condominium Instruments: The Declaration, By-Laws, survey maps, and plans recorded and filed pursuant to the provisions of the Condominium Act. Any exhibit, schedule or certification accompanying a Condominium Instrument and recorded or filed simultaneously therewith

shall be deemed an integral part of that Condominium Instrument. To the extent permitted by law, any amendment or certification of any Condominium Instrument shall, from the time of the recordation or filing of such amendment or certification, be deemed an integral part of the affected Condominium Instrument, whether or not such amendment or certification was made in accordance with the provisions of the Condominium Act;

(m) Declarant: Wellsville Associates, a Connecticut Partnership of New Milford, Connecticut, and its successors, pursuant to a recorded instrument transferring its rights as a Declarant. For a more detailed definition of "declarant", reference may be had to Section 47-68a of the Condominium Act;

(n) Declaration: This document;

(o) Improvements: Any construction on or in any land included in the Condominium;

(p) Limited Common Elements: Those Common Elements designated in this Declaration as reserved for the use of a certain Unit or Units to the exclusion of other Units;

(q) Majority or Majority of Unit Owners or Mortgagees: The owners of more than fifty (50%) percent of the voting power in the Association which shall be equal to the percentage interest in the Common Elements shown on Exhibit . Any specified percentage, portion or fraction of Unit Owners, or of mortgagees, unless otherwise stated in the Condominium Instruments, means such percentage, portion or fraction in the aggregate of such voting power;

(r) Manager: A person, firm or corporation employed or engaged to perform management services for the Condominium and the Association;

(s) Notice and Comment: The right of a Unit Owner to receive notice of action proposed to be taken by or on behalf of the Association, and the right to be heard thereon. These provisions are set forth in Article XII of the By-Laws;

(t) Notice and Hearing: The right of a Unit Owner to receive notice of action proposed to be taken by or on behalf of the Association, and the right to be heard thereon. These provisions are set forth in Article XII of the By-Laws;

(u) Person: An individual, corporation, partnership, association, trustee or other entity capable of holding an interest in real property or any combination thereof;

(v) Property: The land, all buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which have been or are intended to be submitted to the provisions

of the Condominium Act by this Declaration;

(w) Regulations: Regulations for the use of Units, Common Elements and Limited Common Elements and for the conduct of Persons within the Condominium, made and promulgated by the Board of Directors pursuant to the By-Laws;

(x) Special Charges: Fines, penalties, interest charges, liquidated damages established by the By-Laws, late charges, user fees and Special Service fees charged by the Association to a specific Unit Owner and all charges for expenses of the Association which are not Common Expenses but which are attributable to a specific Unit or Units and which are designated by the Board of Directors as Special Charges;

(y) Special Service: A service provided by the Association for specific Unit Owners or to specific Units other than the services described in the Condominium Instruments to be provided to all Units whether upon request, on an emergency basis or pursuant to the Declaration or By-Laws and which is designated as a special service by the Board of Directors;

(z) Trustee: The entity designated by the Board of Directors as the Trustee for the receipt, administration and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources;

(aa) Unit: A part of the Property including one or more rooms or designated spaces located on one or more floors or a part or parts therein of in a Building, intended for any type of independent use, and with a direct exit to a public street or highway. Each Unit is shown on the plans referred to in Section 1.1 and identified as Exhibit E. Excluded from a Unit, however, are all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and ceilings, the unfinished upper surfaces of the registers, floors, concrete slabs, stair risers and treads, and the unfinished inner surfaces of the trim, window glass, thresholds and doors along perimeter walls and the floors including, but not limited to, sliding glass doors; and above the undecorated and/or unfinished lower surfaces of the concrete slabs; and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls, bearing partitions, and partition walls between separate Units; and further excluding the space (and the improvements within such spaces) containing hot water heaters and water heating apparatus and replacements thereof 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. Each Unit shall include the spaces (and the improvements within such spaces) containing space heating, and air conditioning apparatus (whether inside or outside, the Unit as shown on the plans referred to in Section 1.1) and all electrical switches,

wiring, pipes, ducts, conduits, and television, telephone, and electrical receptacles and boxes serving that Unit exclusively, the surfaces of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous. In the event of inconsistency between this definition and the plans referred to in Section 1.1, this definition shall prevail;

(bb) Unit Owner: The Person or Persons owning a Unit and an undivided interest in Common Elements specified and established in this Declaration, and the heirs, executors, administrators, successors and assigns of such Person or Persons, and a mortgagee or lien holder holding both legal and equitable title.

(cc) Votes or voting power: See Majority.

ARTICLE III

Name of Condominium

Section 3.1 The name of the Condominium is Aspetuck Village, a Condominium an Expandable Condominium.

ARTICLE IV

Description of Land

Section 4.1 The land on which the Buildings and Improvements are located is described in Exhibit A designated as "Declared Parcel" and is more particularly shown on a map on file in the Office of the Town Clerk of New Milford and made a part hereof as Exhibit C.

ARTICLE V

Description of Buildings

Section 5.1 Aspetuck Village, a Condominium, an Expandable Condominium, consists of 44 Units located on Wellsville Avenue and Wells Road in New Milford, Connecticut in four (4) buildings consisting of clapboard and shiplap sided wood frame buildings. There are thirty-six (36) "garden" style Units (18 Type A which are on the lower level and 18 Type B which are upper level units), and eight (8) "townhouses" with walkout basements (Type D).

ARTICLE VI

Description of Units

Section 6.1 A general description of each Unit, including its Unit designation, location, approximate area and other data necessary for its proper identification, is set forth in Subsection 2.1(aa) and Exhibit E, and the plans

referred to in Section 1.1.

Standard features for all Units at the Condominium include (unless otherwise stated):

- (a) Electric heat, hot water and air conditioning sleeves, the equipment and facilities for which are a part of the Units they serve;
- (b) Parking spaces for 210 cars of which 36 are garages in the Type C Units, and the balance of 174 are uncovered Common Elements. 58 of these uncovered spaces are intended for the use of guests;
- (c) Electric range with self-cleaning oven, (frost-free refrigerator*), dishwasher and garbage disposal*);--and
- (d) Cable television.

(*at Builders cost)

In addition to the features which will be standard for all Units in the Condominium, the Declarant is making available an optional design for handicapped persons. This alternative substitutes a concrete porch and ramp for first floor concrete patios and provides kitchen and bathroom specifications more easily useable by persons who are confined to wheelchairs. A more complete description of these alternate designs and their attendant features appears as part of the plans attached to the Declaration.

The roads within the Condominium are all private roads which have not been nor are proposed to be, dedicated to or accepted by the Town of New Milford. The cost to maintain, repair and replace those roads (including snow removal) will be paid by the Association. Telephone service to the Units is provided by Southern New England Telephone Company, electric service by Connecticut Light and Power Company (electrical service is separately metered for each Unit), sanitary sewers by the Town of New Milford, cable television by New Milford Cable Vision and water by New Milford Water Company. Trash collection shall be by private contract and shall be a common expense.

All Unit Owners, including the Declarant, have the right to rent their Units. However, each Unit may be used for residential purposes only.

ARTICLE VII

Description of Common Elements

Section 7.1 Common Elements: The Common Elements include all portions of the Condominium other than Units.

Section 7.2 Limited Common Elements: The following are Limited Common Elements: (a) Certain Common Elements assigned to less than all the Units shown on the plans referred to in Section 1.1; (b) Except as otherwise designated on such plans, any chute, pipe, flue, duct, wire, conduit, bearing element, beam,

column, or any other fixture lying partially within and partially outside the designated boundaries of a Unit, and serving only that Unit, is a Limited Common Element allocated to that Unit; (c) Any shutters, awnings, windowboxes, doorsteps, name registries, and other fixtures and hardware and trim associated with such fixtures, designed to serve a single Unit or certain Units to the exclusion of other Units are Limited Common Elements reserved for the use of those Units.

ARTICLE VIII

Percentages of Undivided Interests

Section 8.1 The percentages of undivided interests in the Common Elements appertaining to each Unit and its owner are set forth in Exhibit F. These percentages are based on the fair value of each Unit at the date of the Declaration in relation to the fair value of all the Units having an interest in the Common Elements. The total percentage of the undivided interests of all of the Units equals 100.

ARTICLE IX

Charges Against a Unit Lien for Special Charges

Section 9.1 Common Charges shall be obtained by assessment against the Unit Owners in proportion to their percentage interest in the Common Elements.

Section 9.2 Special Charges shall be payable by the owner or owners of the Unit to which they are attributable, and if unpaid, shall constitute a charge on the land in favor of the Association for the benefit of the Unit Owners and shall be a continuing lien upon the property against which each such special charge is assessed, which shall bind such property in the hands of the Unit Owner, his successors, heirs, devisees, personal representatives and assigns, except that (a) a mortgagee or purchaser at a foreclosure, (b) said Unit Owner and his heirs, successors, devisees, personal representatives and assigns who acquire such property and have obtained a certificate of payment of assessments pursuant to Article V, Section 5.10 of the By-Laws shall not be liable for any unpaid amount in excess of the amount set forth therein, and (c) the lien shall be junior to any lien for Common Charges and any lien senior to the lien for Common Charges.

ARTICLE X

Common Profits

Section 10.1 Common Profits shall (a) be distributed among the Unit Owners according to the percentages of the undivided interests in the Common Elements, or (b) be credited to their Charges according to the stated percentage, or (c) be used for any other purpose as the Association decides.

ARTICLE XI

Association, Agent for Service

Section 11.1 The name of the Association is Aspetuck Village Condominium Association, Inc. It is a nonstock corporation. The person to receive service of process for the purposes of Section 47-70(a)(8) of the Condominium Act shall be John S. Kowalski of Avon, Connecticut, until such designation is changed in accordance with Section 47-70(c) of the Condominium Act.

ARTICLE XII

By-Laws

Section 12.1 The By-Laws of the Association are set forth in Exhibit G which are attached hereto.

ARTICLE XIII

Amendments

Section 13.1 This Declaration shall be amended only by vote of two-thirds (2/3) of the Unit Owners, at any meeting of the Association duly called for such purpose, following written notice to all Unit Owners and to their mortgagees appearing on the records of the Association, except that if such amendment directly or indirectly changes the boundaries of any Unit, the undivided interest in the Common Elements appertaining thereto, the allocation of any Limited Common Element appertaining thereto, the liability for Common Elements appertaining thereto, the liability for Common Expenses appertaining thereto, or rights to Common Profits appertaining thereto, such amendment shall require the affirmative vote of seventy-five (75%) percent of the Unit Owners and shall, in addition, require the consent of the mortgagees of at least 75% of the Units subject to mortgage and the consent of the owners of those Units directly affected. No amendment shall be effective until recorded in the land records of the Town of New Milford, notwithstanding the foregoing, Article XIX and this sentence may not be amended without the consent of the Declarant so long as the Declarant is a Unit Owner.

ARTICLE XIV

Power of Attorney to Board of Directors

Section 14.1 Each Unit Owner, by the acceptance of a deed or by the exercise of any incident of ownership, grants to the Persons who shall, from time to time, constitute the Board of Directors an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same or which may be the subject of foreclosure or judicial sale, in the name of the Board of Directors or its designees, corporate or otherwise,

on behalf of all Unit Owners; and to convey, sell, lease, mortgage or otherwise deal with any such Unit so acquired, or to sublease any Unit leased by the Board of Directors.

ARTICLE XV

Persons and Units Subject to Condominium Instruments

Section 15.1 All present and future Unit Owners, tenants, mortgagees and occupants of Units shall be subject to and shall comply with the provisions of the Condominium Instruments as they now exist and as they may be amended from time to time. 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 shall constitute agreement that the provisions of such Condominium Instruments are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit as though the provisions of this Section had been recited and stipulated at length in each and every deed, conveyance or lease thereof.

Section 15.2 The Board of Directors may promulgate Regulations regarding the use and occupancy of Units and Common Elements, and the activities of occupants therein. Initial Rules and Regulations, which shall be effective until amended by the Board of Directors, are appended to the By-Laws as Exhibit H.

ARTICLE XVI

Termination

Section 16.1 The Unit Owners may remove the Property from the provisions of the Condominium Act and of the Condominium Instruments, by an instrument to that effect, recorded and containing the signatures of 90% of the Unit Owners, provided the holders of all liens affecting any of the Units consent thereto or agree in either case by recorded instruments that their liens be transferred to an undivided interest in the Property.

Section 16.2 Upon the removal of the Property from the provisions of the Condominium Act and the Condominium Instruments, the Unit Owners shall be deemed to own the Property as tenants in common, with undivided interests in the same percentages as the undivided interests previously owned by each in the Common Elements.

Section 16.3 The removal provided for in this Article shall not bar the subsequent resubmission of the Property to the provisions of the Condominium Act.

ARTICLE XVII

Boundaries, Encroachments and Easements

Section 17.1 The existing physical boundaries, as defined in the Condominium Instruments, of any Unit or Common Element constructed or reconstructed in

substantial conformity with the condominium plans shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement, or lateral movement of any building and regardless of minor variations between the physical boundaries as described in the Declaration or shown on the condominium plan and the existing physical boundaries of any such Unit or Common Element. This presumption applies only to encroachments within the Condominium.

Section 17.2 If any portion of any Common Element encroaches on any Unit or if any portion of a Unit encroaches on any Common Element, as a result of the duly authorized construction or repair of a Building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands. The purpose of this section is to protect the Unit Owners, except in cases of willful and intentional misconduct by them or their agents or employees, and not to relieve the Declarant or any contractor, subcontractor, or materialmen of any liability which any of them may have by reason of any failure to adhere substantially to the survey maps and plans.

Section 17.3 If any part of the Condominium is destroyed partially or totally as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then is reconstructed as authorized by the Condominium Act, encroachment of any Unit on any Common Element, due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance of them shall exist so long as the Building stands.

Section 17.4 Each Unit Owner shall have an easement in common with all other Unit Owners to use all pipes, wires, ducts, cables, conduits, utility lines, columns, supporting and sheltering structural members, and other like facilities located in any of the other Units or in the Common Elements and serving his Unit. Each Unit and the Common Elements shall be subject to an easement in favor of other Unit Owners to use the pipes, ducts, cables, wires, conduits, utility lines, sewer lines and other facilities serving other Units or the Common Elements and located in each such Unit. In addition, each Unit shall be subject to and shall have such easements of support and shelter from and over such other Units and the Common Elements as may be necessary for the quiet enjoyment of such Unit. The Board of Directors shall have the right of reasonable access to each Unit to inspect, repair or replace the foregoing fixtures.

ARTICLE XVIII

No Severance of Ownership

Section 18.1 No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the

Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or such other disposition of such part of the Appurtenant Interests of all Units, as provided by the Condominium Act.

ARTICLE XIX

Declarant's Rights Reserved

Section 19.1 As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain as model units and/or sales office any Units owned by the Declarant. The Declarant reserves the right to remove all fixtures, equipment, furnishings, materials, and supplies used in connection with such sales office and model Units.

Section 19.2 The Declarant reserves the right to perform such warranty work and repairs and construction work and repairs as are described in any Public Offering Statement made by the Declarant pursuant to the Condominium Act; and the further right to control all such work and repairs, and the right of access thereto, until its completion.

Section 19.3 The Declarant reserves the right to erect signs, display booths and other structures, trailers and storage units in the Common Elements to promote sales of Units, and to conduct general sales and development activities, in such manner as will not unreasonably disturb the rights of Unit Owners.

Section 19.4 So long as the Declarant owns ten (10%) percent or more of the Units for sale in the ordinary course of business, no action may be taken by the Association that would be detrimental to the sales, repair and development of Units and Common Elements by the Declarant without written agreement thereto by the Declarant; provided that an increase in assessments for Common Expenses or imposition of any special assessment without discrimination against the Declarant shall not be deemed to be detrimental to the sale of Units.

ARTICLE XX

Condemnation

Section 20.1 If part of the Condominium shall be taken or condemned by any authority having the power of eminent domain, such that no Unit, nor Limited Common Element appurtenant thereto is taken, all compensation and damages for and account of the taking of the Common Elements, exclusive of compensation for consequential damages to certain affected Units, shall be payable to the Trustee as trustee for all Unit Owners and mortgagees according to the loss or damages to their respective interests in such Common Elements. The Association, acting through the Board of Directors, shall have the right to act on behalf of the Unit

Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Elements, without limitation on the right of the Unit Owners to represent their own interests. Such proceeds shall be used in accordance with the provisions of the By-Laws. Nothing herein is to prevent Unit Owners whose Units are specially affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Units, or personal improvements therein, exclusive of damages relating to Common Elements. In the event that the condemnation award does not allocate consequential damages to specific Unit Owners, but by its terms includes an award for reduction in value of Units without such allocation, the award shall be divided between the affected Unit Owners and the Trustee as their interests may appear by arbitration in accordance with the rules of the American Arbitration Association.

Section 20.2 If part or all of the Condominium shall be taken or condemned by any authority having the power of eminent domain, such that any Unit or a part thereof (including Limited Common Elements assigned to any Unit) is taken, the Association shall have the right to act on behalf of the Unit Owners with respect to Common Elements as in Section 20.1, and the proceeds shall be payable as outlined therein. The Unit Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Units. The awards so made shall be distributed through the Trustee first to restore the Units and common buildings or facilities on the remaining land of the Condominium in the same manner as provided for restoration under the By-Laws to the extent possible, attempting to rebuild buildings containing new Units of the same number, size and basic plan as the Units taken with an excess award distributed in accordance with the provisions of the By-Laws. In the event that the Board of Directors determines that such a taking so removes land and buildings containing Units that they cannot effectively be restored or replaced substantially in compliance with the building plans, and unless seventy-five (75%) percent of the Unit Owners and holders of first mortgages encumbering seventy-five (75%) percent of the undivided interest in the Common Elements subject to mortgages vote to accept an alternative plan, then the Association shall submit the issue to arbitration in accordance with the Rules of the American Arbitration Association for remedies with respect to the continued existence or reform of the Condominium, the division of the award as to the taken and remaining Units, and such other remedies as may be required.

ARTICLE XXI

Expansion of Condominium

Section 21.1 In accordance with Connecticut General Statutes, Section 47-70(b), as amended, Declarant hereby reserves an option to expand Aspetuck Village, a Condominium, an Expandable Condominium, the particulars of which option are as follows:

1. There is no limitation on the exercise of said option in that the consent of the Unit Owners is not required for the exercise thereof.

2. The expansion of said Condominium must be within seven (7) years from the date of the recording of this Declaration.

3. The land which shall be added to the declared land of the Condominium, henceforth referred to as "additional land", is described in Exhibit B and more particularly shown and designated as "Expansion Parcel I", "Expansion Parcel II" and "Expansion Parcel III" on Exhibit D which is attached hereto.

4. All land designated as "Expansion Parcel I" and "Expansion Parcel II" must be added upon Declarant's exercise of the option to expand, and no portions thereof may be added. There are no such limitations for land designated as "Expansion Parcel III".

5. Any structure to be constructed on the premises designated "Expansion Parcel I" and "Expansion Parcel II" herein must be shown as located on Exhibit C. No assurances as to the location of any improvements on premises designated "Expansion Parcel III" are made.

6. In the event that the option reserved herein is exercised, the maximum number of Units to be constructed upon the expansion parcels described herein shall be forty-four (44) Units for Expansion Parcel I, twenty-eight (28) units for Expansion Parcel II, and fifty (50) Units for Expansion Parcel III.

7. All units which are to be constructed on said Expansion Parcel shall be restricted to residential use.

8. All structures which are to be constructed on said Expansion Parcels I, II and III shall be compatible with structures to be constructed on the submitted land described in Exhibit A herein in terms of quality of construction, the principal materials to be used and architectural style.

9. The improvements to be constructed on the Expansion Parcel other than the structures shall be decks, driveways, parking areas, walks, and facilities for surface water drainage, sewage, water, gas, electric, and telephone services. All intended improvements in future phases must be substantially completed prior to annexation.

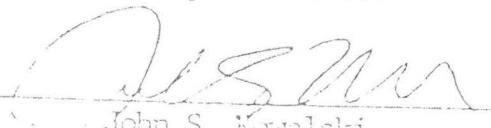
10. Easements not inconsistent with Section 47-73a(d) of the Unit Ownership Act for travel and for utility services of water, sewage, surface water drainage, gas, electric, and telephone, all in favor of the Expansion Parcel, are reserved over the submitted parcel.

11. The expansion parcels are subject to the right, in favor of the declared parcel, to extend pipes for the drainage of water and sewage through said expansion parcels and connect the same to sanitary sewer trunk lines and a pumping station for the drainage of the surface water.

In Witness Whereof, the Declarant has caused this Declaration to be executed
this 10th day of December, 1981.

Signed, sealed and delivered
in the presence of:

WELLSVILLE ASSOCIATES:


John S. Kowalski

BY 
Clarence Mitchell


Jackson Potter

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss. Avon

The foregoing instrument was acknowledged before me this 10th day of
December, 1981 by Clarence Mitchell, the authorized partner of
Wellsville Associates, a Connecticut partnership, on behalf of the partnership, as
their free act and deed,

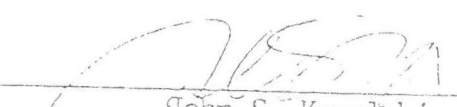

John S. Kowalski
Commissioner of the Superior Court

EXHIBIT A

DESCRIPTION

All that certain tract, piece or parcel of land situated in the Town of New Milford, County of Litchfield and State of Connecticut, being shown as DECLARED PARCEL 9.068+ ACRES on a map entitled "MAP SHOWING "ASPETUCK VILLAGE" AN EXPANDABLE CONDOMINIUM PREPARED FOR WELLSVILLE ASSOCIATES WELLSVILLE AVENUE & WELLS ROAD NEW MILFORD, CONNECTICUT SCALE 1" = 100' NOVEMBER 1981 TOTAL MULTIPLE ZONE AREA = 14.070+ ACRES CERTIFIED "SUBSTANTIALLY CORRECT" K. W. ROGERS, R.L.S. #2823" and more particularly bounded and described as follows:

Beginning at a point found by the intersection of the division line between the subject premises and the northeasterly corner of land now or formerly of Louis Funk with the southerly line of Wells Road; thence proceeding S 84° 31' 36" E 118.53 feet along Wells Road to a point; thence running S 68° 10' 34" E 67.44 feet along Wells Road to a point; thence S 69° 09' 02" E 55.00 feet to a point marking the northwesterly corner of a piece or parcel of land shown as EXPANSION PARCEL I on said map; thence turning and running S 30° 31' 09" W 153.18 feet along said Expansion Parcel I to a point; thence continuing along said Expansion Parcel I the following bearings and distances;

S 29° 35' 32" W, 186.30 feet to a point; S 25° 37' 47" W, 128.17 feet to a point; thence turning and running N 79° 48' 22" W, 167.54 feet to a point; thence turning and running S 28° 52' 46" W, 191.31 feet to a point marking the northwesterly corner of a piece or parcel of land shown as EXPANSION PARCEL II; thence running the following bearings and distances along said parcel:

S 13° 02' 21" W, 226.29 feet to a point; S 26° 44' 53" W, 139.98 feet to a point; S 29° 54' 30" W, 130.36 feet to a point; S 58° 23' 33" E, 45.79 feet to a point; S 33° 45' 01" W, 41.38 feet to a point on the northerly line of a piece or parcel of land shown as "EXPANSION PARCEL III"; thence turning and running N 74° 20' 54" W, 249.14 feet to a point; thence N 66° 36' 47" W, 270.52 feet to a point in the centerline of a watercourse shown as the "East Branch Aspetuck (sic) River" and continuing to run along said centerline the following bearings and distances:

N 36° 18' 00" E, 90.00 feet to a point; N 72° 25' 48" W, 70.40 feet to a point; N 12° 29' 43" W, 112.74 feet to a point; thence turning and running S 65° 54' 06" E, 113.59 feet to a point; thence turning and running N 65° 21' 07" E, 81.55 feet to a point; N 42° 05' 21" E, 41.77 feet to a point; N 67° 13' 03" E, 54.23 feet to a point; N 62° 14' 29" E, 64.41 feet to a point; N 52° 25' 53" E, 32.80 feet to a point; N 33° 10' 42" E, 31.06 feet to a point; N 5° 29' 32" W, 52.24 feet to a point; N 25° 23' 16" W, 65.31 feet to a point; N 64° 58' 59" E, 148.98 feet to a point; N 24° 13' 30" E, 43.86 feet to a point; N 15° 56' 43" E, 29.12 feet to a point; N 6° 42' 35" E, 17.12 feet to a point; N 36° 52' 11" W, 25.00 feet to a point; N 64° 53' 07" W, 35.34 feet to a point; N 50° 35' 58" W, 36.24 feet to a point; N 11° 18' 36" W, 25.50 feet to a point; and N 31° 38' 36" E, 33.77 feet to a point in the centerline of said River and a point along the southerly line of land now or formerly of Louis Funk; thence turning and running S 84° 02' 21" E, 328.80 feet along land of said Funk; thence turning and running the following bearings and distances along land of said Funk:

N 5° 51' 49" E, 67.86 feet to a point; N 8° 41' 19" E, 81.45 feet to a point; N 18° 43' 49" E, 42.21 feet to a point; N 31° 45' 19" E, 66.21 feet to a point; N 25° 53' 08" E, 47.36 feet to a point; and N 26° 35' 06" E, 73.14 feet to the point and place of beginning.

DESCRIPTIONS - EXPANSION PARCELS

EXPANSION PARCEL I

A certain piece or parcel of land designated as "EXPANSION PARCEL I 2.497+ ACRES" on a certain map entitled "MAP SHOWING "ASPETUCK VILLAGE" AN EXPANDABLE CONDOMINIUM PREPARED FOR WELLSVILLE ASSOCIATES WELLSVILLE AVENUE & WELLS ROAD NEW MILFORD, CONNECTICUT SCALE 1" = 100' NOVEMBER 1981 TOTAL MULTIPLE ZONE AREA = 14.070+ ACRES CERTIFIED "SUBSTANTIALLY CORRECT" K. W. ROGERS, R.L.S. #2823", and more particularly bounded and described as follows:

NORTHEASTERLY by Wells Road, as shown on said map;
EASTERLY by Wellsville Avenue, as shown on said map;
SOUTHERLY by "EXPANSION PARCEL II 2.505 + ACRES", as shown on said map, and
WESTERLY by "DECLARED PARCEL 9.068+ ACRES", as shown on said map.

EXPANSION PARCEL II

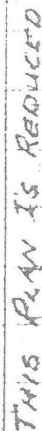
A certain piece or parcel of land designated as "EXPANSION PARCEL II 2.505+ ACRES" on a certain map entitled "MAP SHOWING "ASPETUCK VILLAGE" AN EXPANDABLE CONDOMINIUM PREPARED FOR WELLSVILLE ASSOCIATES WELLSVILLE AVENUE & WELLS ROAD NEW MILFORD, CONNECTICUT SCALE 1" = 100' NOVEMBER 1981 TOTAL MULTIPLE ZONE AREA = 14.070+ ACRES CERTIFIED "SUBSTANTIALLY CORRECT" K. W. ROGERS, R.L.S. #2823", and more particularly bounded and described as follows:

NORTHERLY by "EXPANSION PARCEL I 2.497+ ACRES", as shown on said map;
EASTERLY by Wellsville Avenue; land now or formerly of Robert Kallenbeck; land now or formerly of Peter Wojciehowski; land now or formerly of John Marois; and land now or formerly of Irene Christopher, partly by each, all as shown on said map;
SOUTHERLY by "EXPANSION PARCEL III 19.39+ ACRES", as shown on said map; and
WESTERLY by "DECLARED PARCEL 9.068+ ACRES" as shown on said map.

EXPANSION PARCEL III

A certain piece or parcel of land designated as "EXPANSION PARCEL III 19.39+ ACRES" on a certain map entitled "MAP SHOWING "ASPETUCK VILLAGE" AN EXPANDABLE CONDOMINIUM PREPARED FOR WELLSVILLE ASSOCIATES WELLSVILLE AVENUE & WELLS ROAD NEW MILFORD, CONNECTICUT SCALE 1" = 100' NOVEMBER 1981 TOTAL MULTIPLE ZONE AREA = 14.070+ ACRES CERTIFIED "SUBSTANTIALLY CORRECT" K. W. ROGERS, R.L.S. #2823", and more particularly bounded and described as follows:

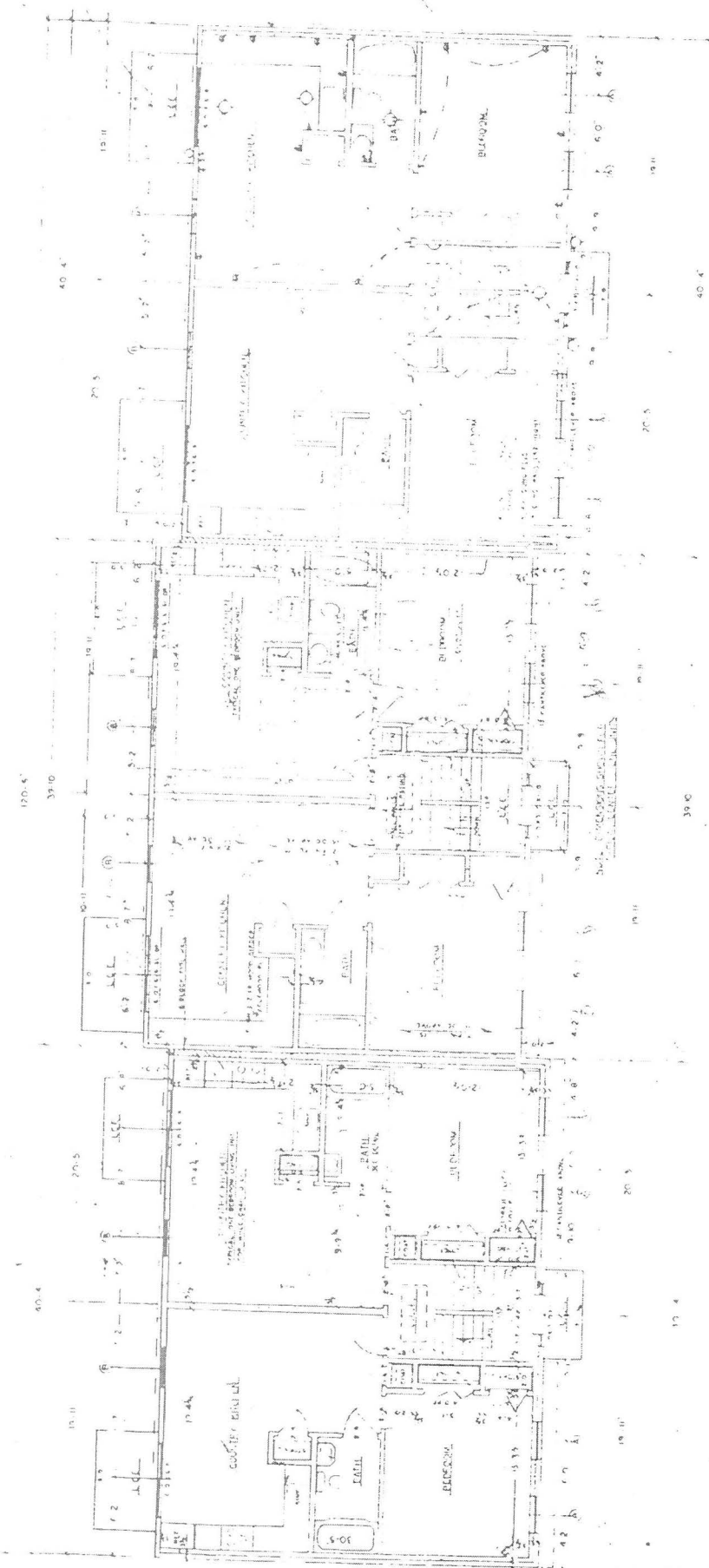
NORTHERLY	by "DECLARED PARCEL 9.068+ ACRES" and "EXPANSION PARCEL II 2.505+ ACRES", as shown on said map, partly by each;
EASTERLY	by land now or formerly of Irene Christopher; land now or formerly of Barry Klein; land now or formerly of Harry L. Nichols, Jr., et al; land now or formerly of Claudia Armstrong; land now or formerly of Herman Fuchs; partly by each, all as shown on said map;
SOUTHERLY	by land now or formerly of Jack Nowitz as shown on said map; and
WESTERLY	by the centerline of the "EAST BRANCH ASPETCK (sic) RIVER" as shown on said map.



[illegible][illegible]

THIS PLAN IS REDUCED

THIS PLAN IS REDUCED



SECTION 1
24' x 24' 6\"/>

FIRST FLOOR PLAN
24' x 24' 6\"/>

ON L. ROOM UNITS
MODEL-A

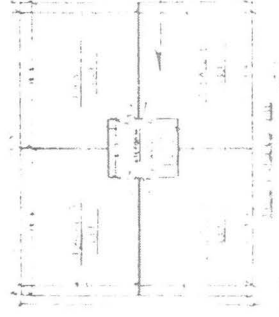
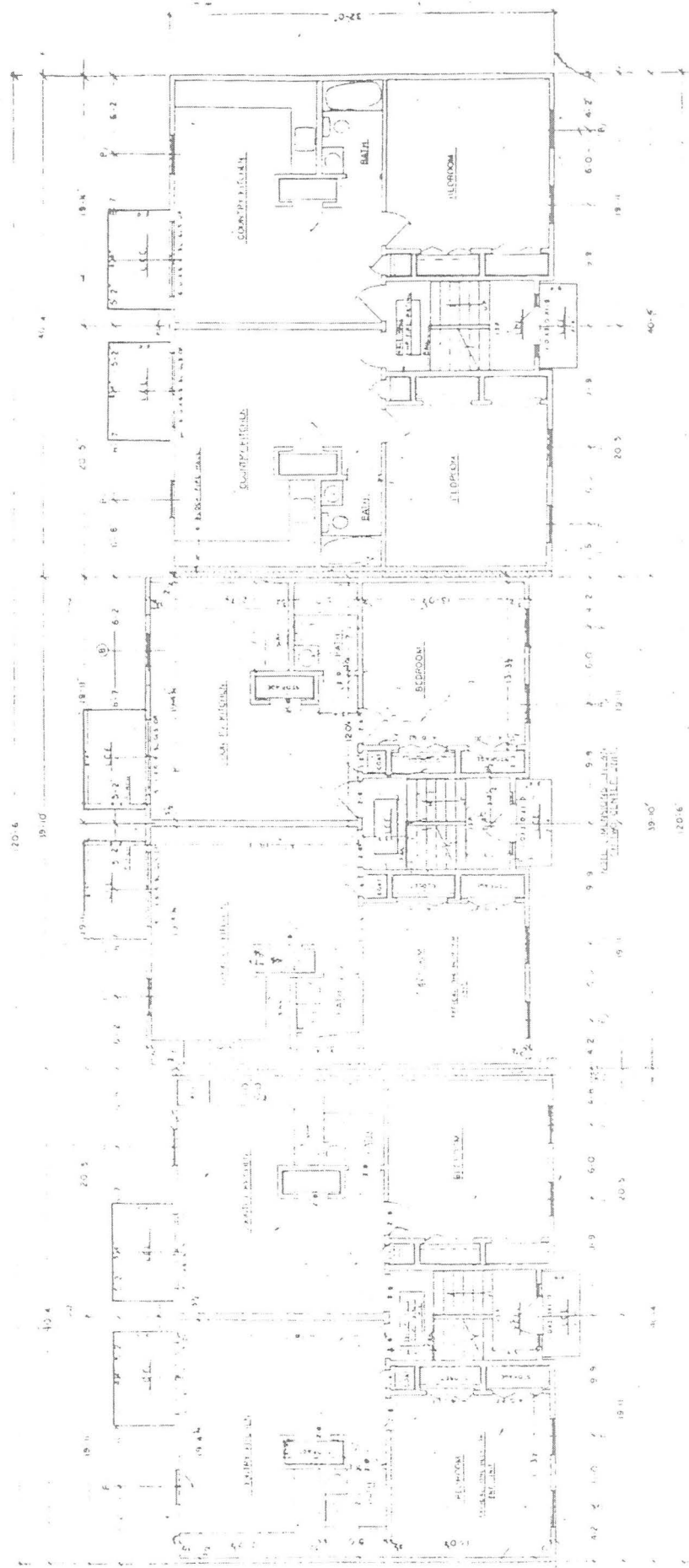
SECTION 2
24' x 24' 6\"/>

LEFT, LIMITED COMPANY ELEVATION

ADJ. VILLAGE & COUNTRY	
MELBOURNE ASSOCIATES	
ARCHITECTS	
1000 10th St. N.W.	
WASHINGTON, D.C. 20004	
1000 10th St. N.W.	
WASHINGTON, D.C. 20004	

This plan is reduced

Exhibit E



SECOND FLOOR PLAN

WELLSMILE ASSOCIATES

1000 PLEASANT DRIVE

MODEL A B

THIS PLAN IS A COPY OF THE ORIGINAL
AS PREPARED BY THE ARCHITECT
AND IS NOT TO BE USED FOR ANY OTHER PURPOSE
WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT



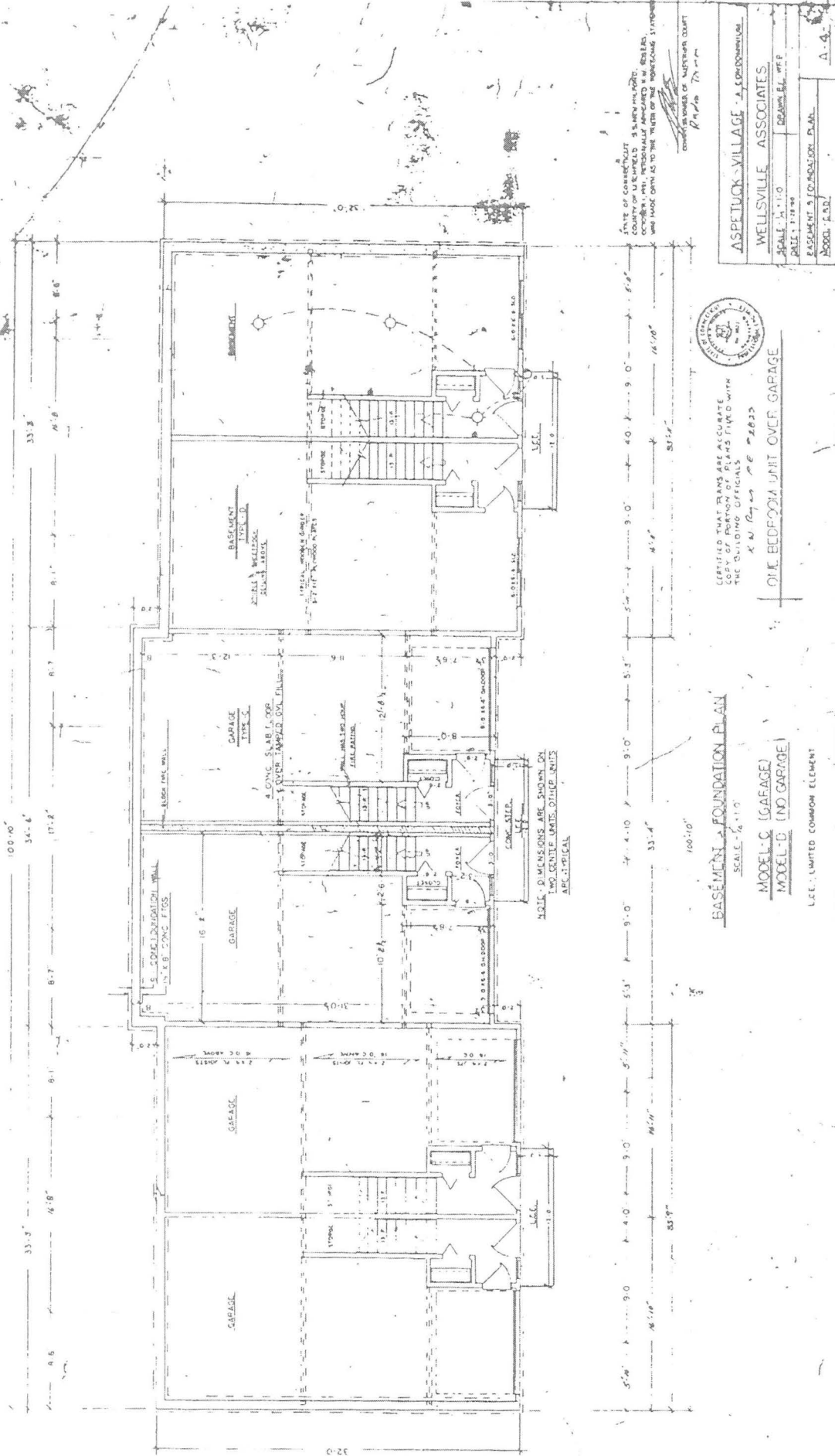
THIS PLAN IS A COPY OF THE ORIGINAL
AS PREPARED BY THE ARCHITECT
AND IS NOT TO BE USED FOR ANY OTHER PURPOSE
WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT

SEE LIMITED COMMON ELEMENT

ALL DIMENSIONS ARE IN FEET AND INCHES
UNLESS OTHERWISE NOTED

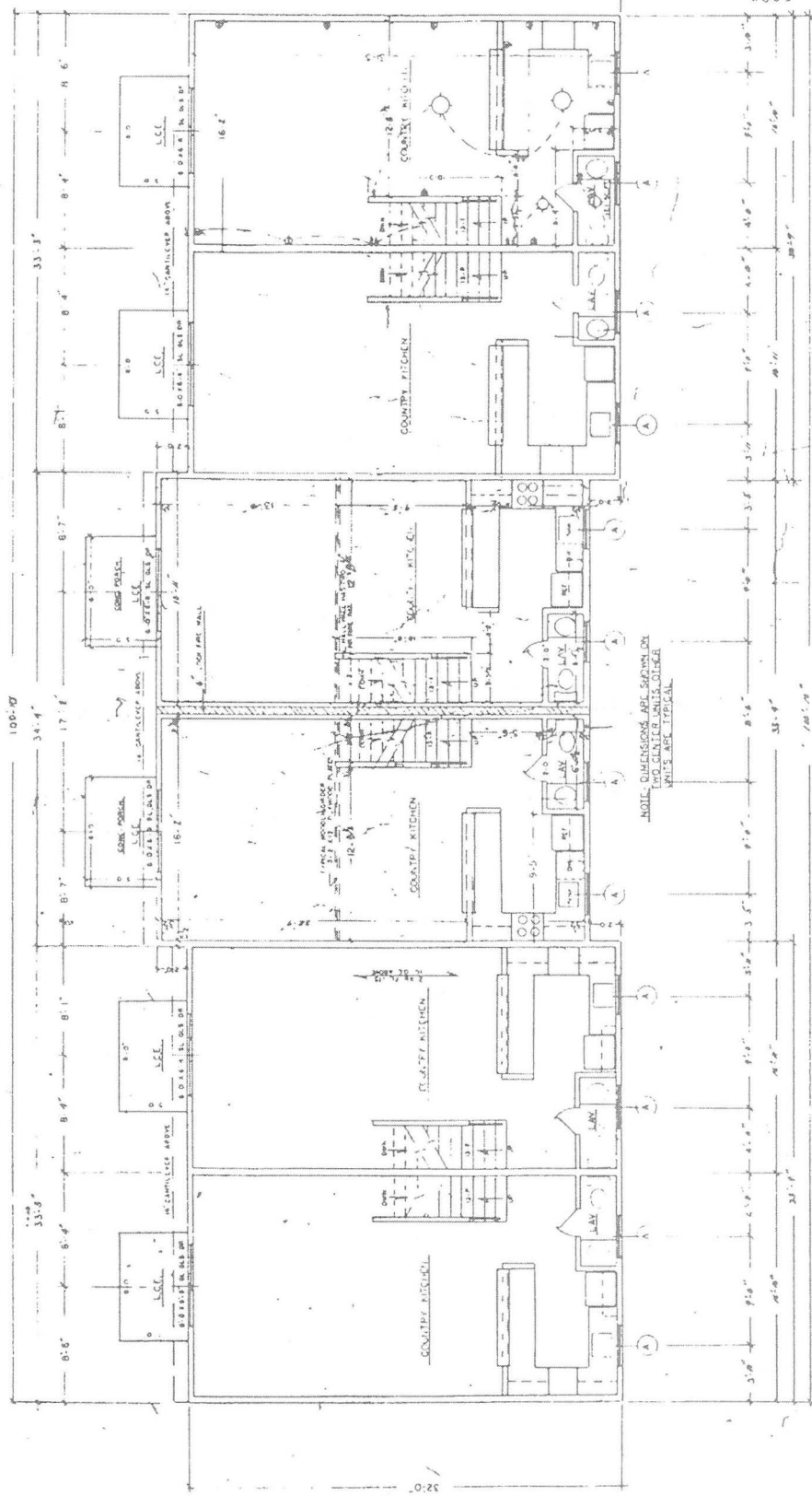
STUDIO CONTRACTOR
COUNTY OF ALBUQUERQUE
INTERESTED PARTIES ARE ADVISED
AND MUST COMPLY WITH THE BUILDING DEPARTMENT

WELLSMILE ASSOCIATES
ARCHITECTS
1000 PLEASANT DRIVE
ALBUQUERQUE, N.M. 87102
MODEL A B



This plan is reduced

Exhibit E



FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

34'-0" FIRST FLOOR ELEVATION
36'-0" SECOND FLOOR ELEVATION
48'-0" THIRD FLOOR ELEVATION
103'-0" TOTAL

L.C.E. - Lined of course elevation

ESTIMATED THAT PLANS ARE ACCURATE
COPYRIGHT OF PLANS FILED WITH
THE BUILDING OFFICIALS
A. W. Engle, Jr. 1983

ONE BEDROOM UNIT OVER GARAGE

MODEL C-88



ASPTUCK VILLAGE - A COMMUNITY

WELLSVILLE ASSOCIATES

SCALE: 1/4" = 1'-0"

DATE: 1/1/80

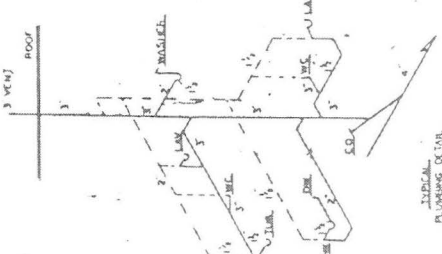
FIRST FLOOR PLAN

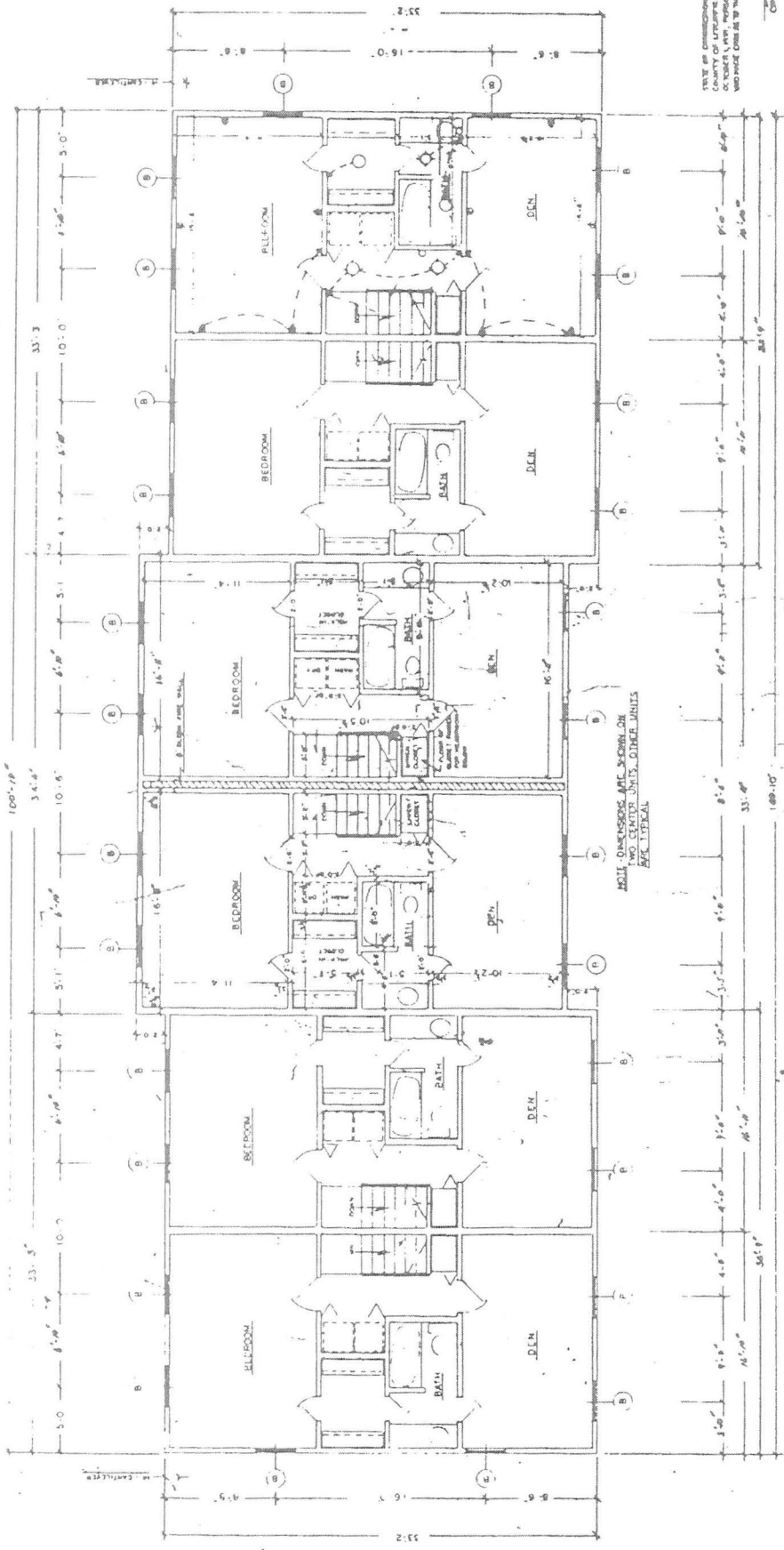
MODEL C-88

A-2

STATE OF TENNESSEE
COUNTY OF LUTHER
AND MORE CITY AND TOWN IN THE COUNTY OF LUTHER

NOTES:
A. 2'-0" x 2'-0" WOOD
B. 2'-0" x 2'-0" WOOD





SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

LEE, LIMITED COMMON ELEMENT

ONE BEDROOM UNIT OVER GARAGE

MODEL C-80

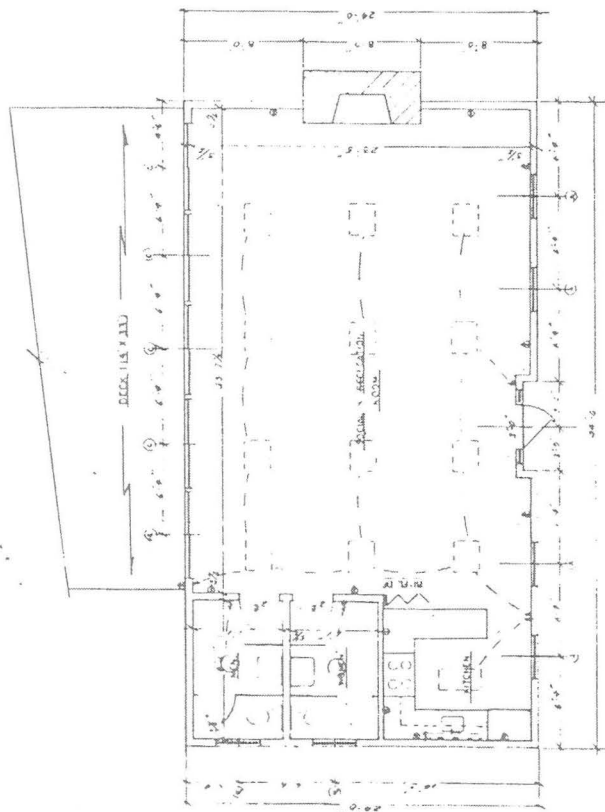
CERTIFIED THAT PLANS ARE ACCURATE
COPY OF RECORD OF THIS FILED WITH
THE BUILDING OFFICIALS.



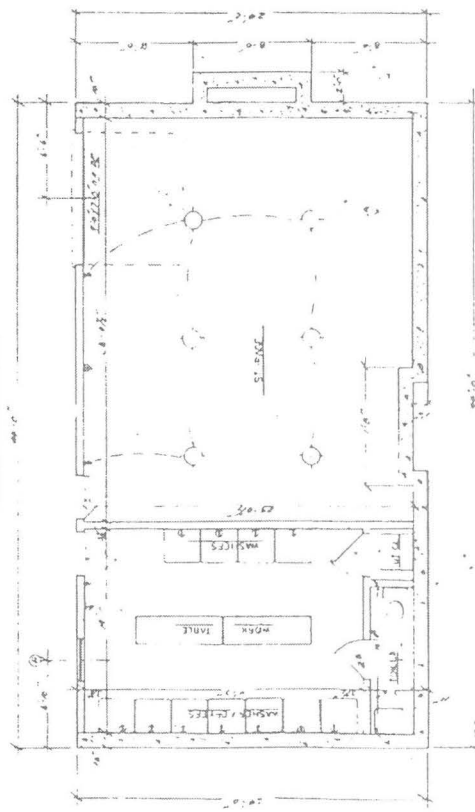
ASPTUCK VILLAGE - ALCOHOLISM	
WELLSVILLE ASSOCIATES	
1214 E. 11th St.	WELLSVILLE, PA.
ARCHITECT	DATE: 1-1-60
ENGINEER	DATE: 1-1-60
MECHANICAL	DATE: 1-1-60
ELECTRICAL	DATE: 1-1-60
PLUMBING	DATE: 1-1-60
PAINTING	DATE: 1-1-60
LANDSCAPE	DATE: 1-1-60
INTERIOR DESIGN	DATE: 1-1-60
OTHER	DATE: 1-1-60

This plan is reduced

Exhibit E



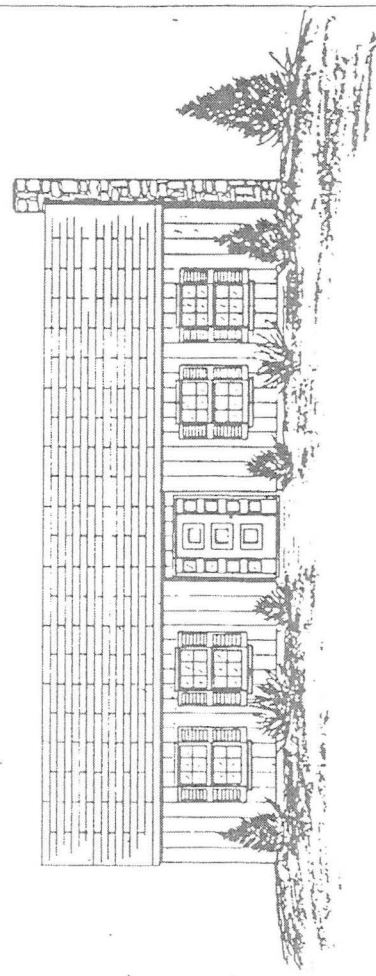
FLOOR PLAN



BASMENT PLAN

WINDOW SCHEDULE

- A. 2'6" x 4'6" 6 WOOD
- B. 2'8" x 1'2" 2 AS
- C. 6'0" x 8'8" 2 S.G. DR.



FRONT ELEVATION

STATE OF CONNECTICUT
COUNTY OF LITCHFIELD
CLERK OF SUPERIOR COURT
WHO MADE OATH AS TO THE TRUTH OF THE FOREGOING
STATEMENT

COMMISSIONER OF SUPERIOR COURT	
ASSETUCK VILLAGE ASSOCIATES	
WELLSVILLE ASSOCIATES	
SCALE 1/4" = 1'-0"	DATE 11/11/01
DRAWN BY	DATE 11/11/01
A-1	

CLERK OF SUPERIOR COURT
COUNTY OF LITCHFIELD
STATE OF CONNECTICUT
WHO MADE OATH AS TO THE TRUTH OF THE FOREGOING
STATEMENT



L.C.E. LIMITED COMMON ELEMENT

This plan is reduced.

EXHIBIT F

ASPETUCK VILLAGE, A CONDOMINIUM, AN EXPANDABLE CONDOMINIUM

Unit No.	Model Type	Bldg. No.	% of Ownership
45	A	5	.0207
46	B	5	.0210
47	A	5	.0207
48	B	5	.0210
49	A	5	.0207
50	B	5	.0210
51	A	5	.0207
52	B	5	.0210
53	A	5	.0207
54	B	5	.0210
55	A	5	.0207
56	B	5	.0210
57	A	6	.0207
58	B	6	.0210
59	A	6	.0207
60	B	6	.0210
61	A	6	.0207
62	B	6	.0210
63	A	6	.0207
64	B	6	.0210

This page is reduced.

Unit No.	Model Type	Bldg. No.	% of Ownership
65	A	6	.0207
66	B	6	.0210
67	A	6	.0207
68	B	6	.0210
69	A	7	.0207
70	B	7	.0210
71	A	7	.0207
72	B	7	.0210
73	A	7	.0207
74	B	7	.0210
75	A	7	.0207
76	B	7	.0210
77	A	7	.0207
78	B	7	.0210
79	A	7	.0207
80	B	7	.0210
89	D	9	.0313
90	D	9	.0313
91	D	9	.0313
91	D	9	.0313
92	D	9	.0313
93	D	9	.0313
94	D	9	.0313
95	D	9	.0313
96	D	9	.0313

EXHIBIT G

BY-LAWS OF
ASPETUCK VILLAGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

Introduction

These are the By-Laws of Aspetuck Village Condominium Association, Inc.

ARTICLE II

Board of Directors

Section 2.1 Number and Qualifications. (a) The affairs of the Condominium and the Association shall be governed by a Board of Directors consisting of no less than three (3) persons and no more than nine (9) persons, all of whom, excepting the members of the Board of Directors elected by the Declarant, shall be Unit Owners or spouses of Unit Owners if such spouses are residents of the Condominium. Should any Unit be owned by a partnership or corporation, in a fiduciary capacity or otherwise, any officer or employee of such owner shall be eligible to serve as a Director. At any meeting at which Directors are to be elected, the Unit Owners may, by resolution, set the number of directorships and adopt specific procedures for conducting such elections, not inconsistent with these By-Laws or the corporation laws of the State of Connecticut.

(b) The terms of at least one third (1/3) of the members of the Board of Directors shall expire annually.

(c) When Unit Owners other than the Declarant own more than one-third of the Units in the Condominium, they shall be entitled to elect not less than one-third of the members of the Board of Directors of the Association. Unit Owners other than the Declarant shall elect not less than a majority of the members of the Board of Directors of the Association not later than three years after the date of the recording of the original Declaration, and, prior to the expiration of such three-year period, shall be entitled to elect not less than a majority of the members of the Board of Directors upon the happening of the earlier of the following two events: (1) Sale by Declarant of sixty (60%) percent of the Units in the Condominium, or (2) completion of seventy-five (75%) percent of the Units in the Condominium, with some such Units having been sold, but no more than six Units having been sold in the six-month period preceding the call for an election pursuant to subsection 2.1(d) hereof. All references in this subsection to "Units in the Condominium" shall mean the aggregate of the Units shown in the survey and plans filed with the original Declaration pursuant to section 47-71 of the Connecticut General Statutes and the Units shown in the survey and plans filed with any amendment to the Declaration covering additional

lands added to the condominium property, prior to the date on which the requisite proportion of Units is attained. The Declarant shall be entitled to designate not less than one member of the Board of Directors of the Association so long as it holds for sale in the ordinary course of business ten (10%) percent or more of the Units in such Condominium.

(d) At any time after Unit Owners other than the Declarant are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call and give not less than thirty nor more than forty days notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

Section 2.2 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of Association and of the Condominium and shall do all such acts and things except as by law or by the Declaration, or by these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements;
- (b) Determination of the Common Expenses required for the affairs of the Condominium and of the Association, including, without limitation, the operation and maintenance of the Property;
- (c) Assessment and collection of the Charges from the Unit Owners;
- (d) Employment and dismissal of the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and real and personal property owned by the Association;
- (e) Adoption and amendment of Regulations covering the details of the operation, use and maintenance of the Property following Notice and Comment;
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;
- (g) Purchasing or leasing or otherwise acquiring in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their owners to the Association;
- (h) Purchasing of Units at foreclosure or other judicial sales in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners;
- (i) Selling leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with Units acquired by, and subleasing Units leased by the Association or

its designee, corporate or otherwise, on behalf of all Unit Owners;

(j) Organizing corporations to act as designees of the Association in acquiring title to or leasing of Units on behalf of all Unit Owners;

(k) Granting of licenses;

(l) Obtaining insurance pursuant to the provisions of Article VIII hereof;

(m) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with these By-Laws;

(n) Suing to enforce, or settling and compromising claims of Unit Owners with respect to Common Elements and property which the Association has the duty to maintain, repair, replace or restore, and other matters concerning the administration of the Condominium;

(o) Following Notice and Hearing, levy liquidated Special Charges against Unit Owners for violations of the requirements of the Condominium Instruments and the Regulations, provided no such charge shall exceed \$25.00 per such violation, together with additional actual damages, cost of collection and reasonable attorney's fees. Each day that such violation exists may be considered a separate violation;

(p) By resolution or permanent covenant, and to the extent permitted by law, delegate management functions to a master homeowner's association of owners of properties in the community in which the Property is located;

(q) Impose reasonable charges for preparation or recording of amendments to the Condominium Instruments, or for the issuance of reports, certificates, and documentation permitted by the Condominium Instruments or required by law, to the person requesting same;

(r) Without limits, but in pursuit of the foregoing powers, and the purposes for which the Association was created, to do any and all things lawfully permitted to be done by a corporation under the laws of the State of Connecticut, and a condominium association under the Condominium Act of 1976;

(s) Following Notice and Hearing, grant or withhold approval of any action which changes the exterior appearance of the Condominium, alters any portion of the Common Elements, or affects the structural, or mechanical integrity of a Building, its fixtures and appliances;

(t) Sue and be sued, and appear on behalf and for the benefit of all Unit Owners in any matter of common concern including class actions for the Unit Owners as a class, in and before any court, office, agency, board, commission or department of the state or any political subdivision, and appeal from any judgments, orders, decisions, or decrees rendered therein;

(u) To the extent desirable, create requirements for reasonable reserves for maintenance, repair and replacement of the Buildings and Common Elements, working capital, bad debts, depreciation, obsolescence, and designate and establish trust funds for the benefit of Unit Owners or the Association delegating thereto the collection and assessment powers permitted to the Association by law or covenant to hold and disburse the funds so collected.

Section 2.3 Manager. The Board of Directors may employ for the Condominium a Manager at the compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to the duties listed in subdivisions (a), (c), (d), (l), and (m) of Section 2.2. The Board of Directors may delegate to the Manager all of the powers granted to the Board of Directors by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (j), (k), (n), (o), (p), (q), (r), (s), (t), and (u) of Section 2.2.

Section 2.4 Removal of Members of the Board of Directors. At any regular or special meeting of Unit Owners, any director may be removed with or without cause by a majority of the Unit Owners present and voting and a successor may then and there or thereafter be elected to fill the vacancy thus created. A director whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting if he is present.

Section 2.5 Vacancies. Vacancies in the Board of Directors, caused by any reason other than the removal of a director by a vote of the Unit Owners, may be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose at any time after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum, and each person so elected shall be a director for the remainder of the term of the director so replaced, and until a successor shall be elected.

Section 2.6 Organization Meeting. The first meeting of the Board of Directors following each annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the directors shall be present thereat.

Section 2.7 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during the fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director by mail or telegraph, at least three (3) business days prior to the date named for such meeting.

Section 2.8 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days notice, notice to each

director to be given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors may be called in like manner and on like notice on the written request of at least three (3) directors.

Section 2.9 Waiver of Notice. Any director may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 2.10 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 2.11 Fidelity Bonds. To the extent reasonably available, the Board of Directors shall obtain adequate fidelity bonds for all officers, employees and agents of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a Common Expense.

Section 2.12 Compensation. No director shall receive any compensation from the Association for acting as such.

ARTICLE III

Unit Owners

Section 3.1 Annual Meeting. An annual meeting of the Unit Ownership shall be held on the second Tuesday of October of each year, or at such time reasonably thereafter as may be adopted by resolution of the Board of Directors. At such meeting, the directors shall be elected by ballot of the Unit Owners, in accordance with the provisions of Article II of these By-Laws. The Unit Owners may transact such other business at such meetings as may properly come before them.

Section 3.2 Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors or the President.

Section 3.3 Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Directors or upon a petition signed by not less than twenty-five (25%) percent of Unit Owners and presented to the Secretary.

Section 3.4 Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners, except as provided in subsection 2.1(d), at least seven (7), but not more than fifty (50) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at such address of such Unit Owner as appears in the records of the Association. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice. No business shall be transacted at a meeting except as stated in the notice. No notice need be given to Unit Owners who attend a meeting in person or who waive notice in writing executed and filed on the corporate records before or after the meeting. If all Unit Owners are present or consent thereto in writing, any business may be transacted.

Section 3.5 Mortgagee's Consent. Any business which requires consent by mortgagees may be conducted at any Unit Owner meeting prior to the receipt of such consent provided that any resolution adopted pursuant thereto shall be conditioned upon, and not become effective until the required consent has been obtained.

Section 3.6 Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call (or check-in procedure);
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports;
- (e) Election of inspectors of election (when required);
- (f) Election of members of the Board of Directors (when required);
- (g) Unfinished business; and
- (h) New Business.

Section 3.7 Voting. (a) When a vote or other action by Unit Owners requires a specific percentage, portion or fraction of Unit Owners, such percentage, portion or fraction shall mean, unless otherwise stated in the Condominium Instruments, such percentage, portion or fraction in the aggregate of such voting power equal to the percentage interest in the Common Elements shown on Exhibit F of the Declaration.

(b) If a Unit is owned by more than one person, such persons shall agree among themselves how a vote for such Unit shall be cast. Individual co-owners may not cast fractional votes. A vote by a co-owner for the entire ownership interest of a Unit shall be deemed to be pursuant to a valid proxy, unless another co-owner of the same Unit objects at the time the vote is cast, in which case the votes of such co-owners shall not be counted.

(c) A corporate Unit Owner's vote may be cast by any officer of such corporation in the absence of express notice of the designation of a specific person by the Board of Directors or By-Laws of the owning corporation. A partnership Unit Owner's vote may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The directors may require reasonable evidence that a person voting on behalf of a corporate owner or partnership owner is qualified so to vote.

(d) A written proxy terminates eleven months after its date unless it specifies a shorter term or unless it limits its use to a particular meeting not yet held.

Section 3.8 Quorum. Except as otherwise provided in these By-Laws, the Unit Owners present in person or by proxy, at any meeting of Unit Owners, shall constitute a quorum at all meetings of the Unit Owners.

Section 3.9 Majority Vote. The vote of a Majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Declaration or these By-Laws or by law, a higher percentage vote is required.

ARTICLE IV

Officers

Section 4.1 Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Directors. Any two offices may be held by the same person, except the offices of President and Vice President, and the offices of President and Secretary. The office of Vice President may be vacant.

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

Section 4.3 Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the

Board of Directors, or at any special meeting of the Board of Directors called for that purpose.

Section 4.4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of president of a nonstock corporation organized under the laws of the State of Connecticut, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

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

Section 4.6 Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary of a nonstock corporation organized under the laws of the State of Connecticut.

Section 4.7 Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of the treasurer of a nonstock corporation organized under the laws of the State of Connecticut. He may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Association in such banks as the Board may designate. He may have custody of and shall have the power to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association, or as fiduciary for others.

Section 4.8 Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Board of Directors.

ARTICLE V

Common Expenses, Common Charges and Special Charges

Section 5.1 Determination of Common Expenses and Fixing of Common Charges. The Board of Directors shall, from time to time, at least annually, and subject to Notice and Hearing, prepare a budget for the Association and determine the Common Charges and establish their due date. Notwithstanding the foregoing, during the twelve-month period following initial occupancy of the first Unit to be sold to a Unit Owner other than the Declarant, the common Charges set forth in the Public Offering Statement published by the declarant, cannot be increased by more than ten (10%) percent unless a majority of the Unit Owners other than the Declarant, voting at a meeting duly called for that purpose approves such increase.

Section 5.2 Common Expenses. The Common Expenses shall include:

(a) The costs of maintaining and repairing the Common Elements and any real and personal property owned by the Association;

(b) The costs of restoring or repairing the Condominium, to the extent provided in Article IX;

(c) Such amounts as the Board of Directors deems proper for the operation of the Condominium and the Association, including without limitation an amount for a Common Expense working capital reserve, and sums necessary to make up any deficit in income from Common Charges in any prior year;

(d) Expenses incurred in leasing or otherwise acquiring the right to use, either exclusively or in common with others, recreational or other facilities for the benefit of all Unit Owners;

(e) Such amounts as may be required for the purchase or lease of any Unit to be acquired by the Association or its designee;

(f) Premiums for insurance pertaining to the Condominium and the Association;

(g) Any other costs and expenses in connection with the operation and administration of the Condominium and the Association designated as Common Expenses by the Board of Directors or by vote of the Unit Owners;

(h) Such amounts as the Board of Directors deems proper for a reserve fund for replacements of capital improvements, which may be deposited in a trust fund for holding and disbursing amounts collected for such purposes; and

(i) Any expense of the Association for the above purposes which is not an expense for a special service provided to a specific Unit, or Unit Owner, creating a Special Charge, shall be a common expense.

Section 5.3 Common Charges. The Common Expenses shall be assessed against all Units (and their owners) as Common Charges in proportion to their percentage interest in the Common Elements as shown on Exhibit E of the Declaration.

Section 5.4 Special Charges. Special Charges shall include:

- (a) The cost of collection of Charges, including reasonable attorneys fees;
- (b) Fines, penalties and liquidated Special Charges imposed against individual Unit Owners for breaches of Association Rules and Regulations;
- (c) Interest and late charges attributable to delinquent Charges;
- (d) The cost of providing Special Services;
- (e) The cost and expense to the Association of enforcing its rights under the Condominium Instruments and Regulations against individual Unit Owners, including reasonable attorneys fees; and
- (f) Other costs, expenses, fees and charges which are not Common Expenses and attributable to individual Units or Unit Owners and which are designated as Special Charges by the Board of Directors or by Vote of the Unit Owners.

Section 5.5 Lien for Special Charges. All sums charged to a Unit Owner as Special Charges, but unpaid, shall constitute a lien on such Unit Owner's Unit, pursuant to the Declaration, Article IX, Section 9.2 such lien to be in all respects equivalent to the lien for unpaid Common Charges created by Section 47-77 of the Condominium Act; except that the lien for Common Charges shall be prior to the lien for Special Charges. If there is more than one lien for Special Charges on the same Unit, all such liens for Special Charges shall be of equal priority.

Section 5.6 No Waiver of Liability. No Unit Owner may exempt himself from liability for Charges by waiver of the use or enjoyment of any part of the Property or by abandonment of his Unit.

Section 5.7 Non-Liability After Conveyance. No Unit Owner shall be liable for the payment of any Charges assessed against his Unit subsequent to a sale, transfer or other conveyance of all such Unit Owner's interest in such Unit.

Section 5.8 Successor's Liability. A person who acquires a Unit shall be liable for, and such Unit shall be subject to the lien for, any unpaid Charges against the Unit, but not in excess of the amount set forth as unpaid in a certificate provided under Section 5.10.

Section 5.9 Remedies. If any Charge is not paid when due, such Charge shall be delinquent and, together with interest and late charges as herein provided and cost of collection shall be a continuing lien on the Unit of the delinquent owner. Interest on delinquent Charges shall be established by the Board of

Directors, subject to Notice and Comment, at the highest rate not usurious, and shall accrue on the delinquent amount from the due date thereof until collected. The Board of Directors may by resolution, subject to Notice and Comment, establish late charges to defray the extra expenses and costs incurred by a Unit Owner's failure to pay Charges promptly. The Board of Directors shall attempt to recover such amounts by an action brought against such Unit Owner or by foreclosure of the lien, or the power to purchase such Unit at a foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant thereto (other than for the election of Members of the Board of Directors), convey or otherwise deal with the same. A suit to recover a money judgment for delinquent amounts shall be maintainable without foreclosing or waiving the liens securing the same. Upon title to a Unit vesting in the heirs, successors, devisees, personal representatives and assigns of the owner, they shall become personally liable for the payment of such Charges assessed prior to such acquisition, except a mortgagee or other party acquiring title pursuant to foreclosure, or deed in lieu of foreclosure, shall not be liable for, and such property shall not be subject to, a lien for Charges assessed prior to the foreclosure. The party in whom such title vests shall not be relieved from liability for any Charges thereafter becoming due.

Section 5.10 Certificate of Payment of Assessments. The Board of Directors shall upon demand at any time furnish to any Unit Owner or mortgagee a certificate in writing signed by an officer of the Association, setting forth any Charges then due and unpaid. Such certificate shall be conclusive evidence of payment of any Charges not therein stated as being unpaid. Such certificate can be set forth in the statement provided by the Association upon resale of a unit, pursuant to Section 47-75a of the Condominium Act.

ARTICLE VI

Operation of the Property

Section 6.1 Abatement and Enjoinment of Violations by Unit Owners. The violation of any Regulation adopted by the Board of Directors, or the breach of any provision of a Condominium Instrument, shall give the Board of Directors the rights, subject to Notice and Hearing, in addition to any other rights set forth in these By-Laws: (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed liable for any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 6.2 Maintenance and Repair.

(a) Except as provided in Article IX, all maintenance of and repairs to any Unit, ordinary or extraordinary, shall be made by and at the expense of the owner of such Unit. Each Unit Owner shall also be responsible for all damages to

any and all other Units and to the Common Elements, that his failure so to do may engender.

(c) Except as provided in Article IX, all maintenance of and structural repairs to the Limited Common Elements shall be performed by and at the expense of the owner of the Unit to which such Limited Common Elements are appurtenant.

(d) If a Unit Owner fails to keep a Limited Common Element or Unit for which he is responsible in a slightly and safe condition and in good repair, the Association may perform the necessary maintenance and repair as a Special Service and charge the cost thereof to such Unit Owner as a Special Charge.

Section 6.3 Restrictions on Conduct and Use of Property. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions (which may be more specifically detailed in the Regulations):

(a) The Common Elements shall be used only for the furnishing of the services and facilities for which they are designated and reasonably suited, and which are incidental to the use of the Units to which they are appurtenant.

(b) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(c) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of law, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be corrected, by and at the sole expense of the Unit Owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

(d) No portion of a Unit (other than the entire Unit) may be rented and no tenants may be accommodated therein, under leases of less than six months.

(e) Any lease of a Unit shall be consistent with these By-Laws. The Board of Directors shall have the power, subject to Notice and Hearing to the Unit Owner, to terminate any tenancy, and bring summary proceedings to evict the tenant, in the event of failure by the tenant to perform any obligation in the Condominium Instruments and Regulations. Each tenant of a Unit shall be deemed to have attorned to the Association as landlord with respect to enforcement of any provision of the Condominium Instruments and Regulations, provided that no enforcement proceedings shall be undertaken against a tenant by the Association without prior notice to the Unit Owner, and a reasonable opportunity given to the Unit Owner to cure any default

or to enforce the provision, before the Association will proceed with enforcement proceedings.

Section 6.4 Additions, Alterations or Improvements. Whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements the cost of which are intended to be assessed as Common Charges and which will equal or exceed a sum equal to twenty-five (25%) percent of the operating budget then in effect, the making of such additions, alterations or improvements shall require approval by a Majority of Unit Owners and by mortgagees holding mortgages on seventy-five (75%) percent of the number of Units subject to mortgage. Any additions, alterations or improvements costing less than such sum may be voted by the Board of Directors. In either case, Notice and Comment shall be required.

Section 6.5 Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, structural alteration, or structural improvement in or to the Condominium without the prior written consent thereto of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement within sixty (60) days after such request and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. With respect to any such alteration, addition or improvement so improved, the Board of Directors may, at the Unit Owner's sole cost and expense, enter into such permit applications to any governmental agency as are requisite to the performance of such work, but the execution of any such application shall be made without incurring any liability on the part of any director of the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to persons or damage to property arising therefrom. The provisions of this Section may be superseded in whole or in part by resolution of the Board of Directors and their administration may be assigned to a committee, subject to Notice and Comment. The provisions of this Section shall not apply to portions of the Condominium while owned by the Declarant.

Any Unit Owner making an alteration pursuant to this Section 6.5 shall, at his sole expense and prior to commencing the work: (i) provide for waivers of all mechanics' lien rights which may arise as a result of the alteration; (ii) provide certificates of insurance acceptable to the Board of Directors insuring against all losses commonly insured against which might arise out of the work, naming the Association as an additional insured; (iii) indemnify and hold the Association and the other Unit Owners harmless from the effect of the work; (iv) minimize the disturbance of other Unit Owners caused by the work; and (v) indemnify and hold the Association harmless from any costs, fees or expenses incurred or suffered by the Association in connection with said work by the Unit Owner or with the request made by the Unit Owner for consent, including, without limitation, the reasonable fees and charges of any attorneys, engineers, contractors, architects or similar professionals retained or consulted by the Association in connection therewith.

Subject to compliance with the provisions of the preceding paragraphs of this Section 6.5 a Unit Owner, at his sole expense, may alter a partition wall between

adjoining Units owned by him by creating an opening therein between such Units, provided that such alteration or condition does not adversely affect the support of any Unit or the strength, utility, effectiveness or structural integrity of any of the Common Elements, or wires, conduits, ducts, chutes, flues or other facilities which run through the affected wall and which furnish utility or other services to any other Units or to any of the Common Elements. Provided that the foregoing conditions have been met, the Board of Directors shall be deemed to have consented to such alteration unless the Board of Directors determines from the information contained in the written request for the Board of Directors' consent, that the proposed alteration would adversely affect the health, safety or quiet enjoyment of other Unit Owners or that any of the other conditions which such Unit Owner must satisfy hereunder have not been met. Upon completion of any alterations for a wall opening between Units as consented to by the Board of Directors, the affected Unit Owner, at his sole expense, shall produce and shall deliver to the Association a copy of "as built" plans and specifications for said alteration; thereafter, so long as such an opening exists, the affected Unit Owner shall have an easement to pass through the same between his Units. A Unit Owner may seal up any such opening and restore such wall to its original condition by the same procedure and by fulfilling all of the conditions for such restoration as are applicable to creating such opening pursuant to this Section 6.5.

Any expenses incurred by the Association hereunder may be collected as Special Charges.

Section 6.6 Right of Access. The Manager and any other person authorized by the Board of Directors or the Manager shall have the right of access to all portions of the Property for the purpose of inspection and correcting any condition threatening a Unit or the Common Elements, for the purpose of performing installations, alterations or repairs, and for the purpose of reading utility meters provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 6.7 Regulations. Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Directors, subject to Notice and Comment or Notice and Hearing where required. Notice of such Regulations shall be given to each Unit Owner prior to the time when they shall become effective. Initial Regulations, which shall be effective until amended by the Board of Directors, are annexed hereto and made a part hereof as Exhibit H but are not recorded on the land records.

ARTICLE VII

Mortgages

Section 7.1 Notice to Board of Directors. A Unit Owner who mortgages his Unit shall notify the Association of the name and address of his mortgagee.

Section 7.2 Notice of Unpaid Charges. The Board of Directors, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid Charges due from or any other default by, the owner of the mortgaged Unit.

Section 7.3 Notice of Default. The Board of Directors, when giving notice to a Unit Owner of a default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Directors.

Section 7.4 Examination of Books. Each mortgagee of a Unit shall be permitted to examine the records and books of account of the Association at reasonable times, on business days, but not more often than once a month.

Section 7.5 Notice of Transfer. As a condition of sale, each Unit Owner selling his unit shall notify the Association of the name of his purchaser, prior to closing of title. A certificate of receipt of such notice signed by the manager shall be conclusive on the Association. No sale may be deemed final until thirty (30) days after closing, unless such certificate appears of record.

Section 7.6 Priority of Mortgages. No provision of the Condominium documents shall give a Unit Owner or any other party priority over any rights of first mortgagees pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of units or Common Elements or both.

ARTICLE VIII

Insurance

Section 8.1 Coverage. To the extent reasonably available, the Board of Directors shall obtain and maintain insurance coverage as set forth in Sections 8.2, 8.3 and 8.4. Premiums for such insurance shall be Common Expenses.

Section 8.2 Physical Damage. all buildings and improvements (as defined in Subsection (e) hereof), and all of the personal property owned by the Association shall be insured against risk of physical damage as follows:

(a) Amounts. As to real property, for an amount equal to not less than ninety (90%) percent of the replacement cost of such property subject to physical damage; as to personal property, for an amount equal to its actual cash value. Prior to obtaining any insurance on real property under this Section, and at least annually thereafter, the Board of Directors shall obtain an appraisal from a qualified appraiser for the purpose of determining the replacement cost of such real property.

(b) Risks Insured Against. The insurance shall afford protection against loss or damage by reason of:

- (1) Fire and other perils normally covered by extended coverage;
- (2) Vandalism and malicious mischief;
- (3) Such other risk of physical damage as from time to time may be customarily covered with respect to buildings and improvements similar in construction, location and use as those on the Property, including, without limitation, builder's risk coverage for improvements under construction; and
- (4) Such other risks of physical damage as the Board of Directors may, from time to time, deem appropriate.

(c) Other Provisions. The insurance shall include, without limitation, the following provisions:

- (1) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts, against the Association, its directors and officers, and the Unit Owners;
- (2) That the insurance shall not be affected or diminished by reason of any other insurance carried by any Unit Owner or mortgagee of a Unit;
- (3) That the insurance shall not be affected or diminished by any act or neglect of any Unit Owner or any occupants or owners of any improvements when such act or neglect is not within the control of the Association;
- (5) Such deductible as to loss, and coinsurance features, as the Board of Directors in its sole judgment deems prudent and economical;
- (6) That the insurance may not be cancelled or substantially modified (except for the addition of property or increases in amount of coverage) without at least thirty (30) days prior written notice to the named insured, and to all mortgagees;
- (7) Provisions for identification of mortgages and for the allocation of their several interests to specific Units or other property;
- (8) The standard mortgagee clause, except that any loss otherwise payable to named mortgagees shall be payable in the manner set forth in subsection (10) hereof;
- (9) Adjustment of loss shall be made with the Board of Directors;
- (10) Proceeds for losses shall be payable to the Trustee;
- (11) The named insured shall be the Association.

(d) Evidence of Insurance. The insurer shall make arrangements for Certificates of Insurance for all mortgages and Unit Owners.

(e) Definition. As used in this Section, the term "buildings and improvements" shall include, without limitation, standard partition walls, fixtures and installations and replacements thereof as shown on such plans or other records as the Board of Directors may adopt for this purpose, but if not adopted, the plans appearing on file in the office of the Building Official of Enfield, and the insurance may exclude or limit the amount of insurance for fixtures, alterations, installations, or additions situated within a Unit and made or acquired at the expense of the Unit Owner of such Unit.

Section 8.3 Liability Insurance. The Board of Directors shall obtain and maintain public liability insurance for bodily injury and property damage in such limits as the Board of Directors may from time to time determine, insuring the Association, the Manager (at the discretion of the Board of Directors), and each Unit Owner with respect to their liability arising from ownership, maintenance or repair of the Property, including, without limitation, liability arising from construction operations (except as provided in (d) below). Such liability insurance shall also cover cross-liability claims among the insured parties. The Board of Directors shall review such limits at least annually. The insurance provided under this Section shall include, without limitation, the following provisions:

(a) That the insurance shall not be affected or diminished by any act or neglect of any Unit Owner or any occupants of any improvements when such act or neglect is not within the control of the Association;

(b) That the insurance shall not be affected or diminished by failure of any Unit Owner or any occupants of any improvements to comply with any warranty or condition when such failure to comply is not within the control of the Association;

(c) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts, against the Unit Owners, and the Association, its directors and officers; and

(d) No liability insurance need be provided for a Unit Owner with respect to this Unit and any Limited Common Elements used exclusively by him.

Section 8.4 Workmen's Compensation Insurance. The Board of Directors shall obtain and maintain Workmen's Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

Section 8.5 Other Insurance. The Board of Directors is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate.

ARTICLE IX

Damage To or Destruction of Property

Section 9.1 Duty to Repair or Restore. Any portion of the Condominium damaged or destroyed shall be repaired or restored promptly by the Board of Directors, except as provided in Sections 9.4, 9.5 and 9.7.

Section 9.2 Estimate of Cost. Promptly after the damage or destruction and thereafter as it deems advisable, the Board of Directors shall obtain reliable and detailed estimates of the cost of repair or restoration. The Board of Directors may retain the services of an architect to assist in the determination of such estimates and in the supervision of repair and restoration.

Section 9.3 Collection of Construction Funds. Construction funds may consist of insurance proceeds, condemnation awards, proceeds of assessments against Unit Owners, and other funds received on account of or arising out of the damage or destruction.

(a) Insurance Proceeds. The Board of Directors shall adjust losses under physical damage insurance policies. Such losses shall be payable in accordance with Section 8.2(c)(10).

(b) Assessment of Owners. If insurance proceeds and funds described in subsection 9.3(d) are insufficient for the necessary repair and restoration to be done at the Association's cost, such deficiency shall be a Common Expense and the Board of Directors shall assess Common Charges therefor payable as specified in the resolution authorizing the same, which Common Charges shall be turned over by the Board of Directors to the Trustee.

(c) Payments by Others. All funds received on account of or arising out of such damage or destruction shall be turned over by the Board of Directors to the Trustee.

(d) Condemnation Awards. Condemnation awards shall be payable in accordance with Article XXII of the Declaration.

Section 9.4 Plans and Specifications. Any repair or restoration must be either substantially in accordance with the plans or other records adopted by the Board of Directors pursuant to Section 8.2(e), (and may also include additional improvements for which funds are made available), or according to plans and specifications approved by the Board of Directors and by a majority of the Unit Owners and the holders of first mortgages encumbering fifty-one (51%) percent of the Units subject to mortgages.

Section 9.5 Units. Damage to or destruction of improvements situated within a Unit shall be repaired or restored (except after a determination not to repair or restore pursuant to Section 9.7) as follows:

(a) Construction Funds.

(1) To the extent that such damage or destruction is covered by insurance obtained pursuant to Article VIII or by a condemnation award not specifically allocated to a Unit Owner, the

proceeds of such insurance or award shall be made available for repair or restoration of the Unit;

- (2) To the extent that such damage or destruction is not covered by insurance obtained pursuant to Article VIII or by a condemnation award not specifically allocated to the Unit Owner, the Unit Owner shall be responsible for the cost of repair and restoration;

(b) Performance of Work and Payment.

- (1) If there is no damage or destruction of Common Elements, or if the combined damage to or destruction of all affected Units and Common Elements does not exceed \$10,000, the repair or restoration of each Unit shall be affected by its Unit Owner.
- (2) If there is damage to or destruction of Common Elements and the combined damage to or destruction of all affected Units and Common Elements exceeds \$10,000, the repair or restoration of the Common Elements and Units shall be effected by the Board of Directors, to the extent that construction funds as described in Subsection 9.5(a)(1) are available and to the extent that the Unit Owners make payment as hereafter provided. Each Unit Owner shall pay to the Board of Directors such sum as is necessary, according to the estimate of cost described in Section 9.2, to cover any part of the cost of repair or restoration which is not covered by insurance obtained pursuant to Article VIII, which may be collected as a Special Charge.

(c) Deductibles. To the extent that there is a shortage of funds resulting from a provision for deductibles in the insurance obtained pursuant to Article VIII, each affected Unit Owner may be required to contribute not more than \$250 toward such shortage. The balance of such shortage, if any, after deduction of such required contributions shall be assessed against all Unit Owners as a Common Expense.

(d) Shortages in Condemnation Awards. Shortages resulting from an insufficiency in any condemnation awards which are not specifically allocated to a Unit Owner shall be assessed against all Unit Owners as a Common Expense.

(e) Allocation of Construction Funds. In the event any insurance proceeds received by the Association with respect to a loss are not specifically allocated to individual Units or between Units and Common Elements, the share of such proceeds attributable to any specific Unit shall be equal to a fraction, the numerator of which shall be the estimated cost of repair of the covered damage to such unit and the denominator of which shall be the total estimated cost of the repair or restoration of all damage or destruction covered by the insurance.

Section 9.6 Disbursement of Construction Funds. The Trustee, as defined in Section 9.9 shall deduct from the construction funds its actual costs, expenses and a reasonable fee for the performance of its duties, and shall disburse the balance

in the following manner:

(a) Damage or Destruction not Exceeding \$10,000. In the event of damage or destruction which is the responsibility of the Board of Directors to insure, not exceeding \$10,000, and upon receipt of proper certification of such fact from the Board of Directors, the Trustee shall deliver such balance to the Board of Directors, and the Board of Directors shall thereupon administer said balance in the same manner as required of the Trustee pursuant to this Article;

(b) Damage or Destruction Exceeding \$10,000. In the event of damage or destruction which is the responsibility of the Board of Directors to insure exceeding \$10,000, the Trustee shall apply such balance to pay directly, or to reimburse the Board of Directors for the payment for, the costs of such repair or restoration including the cost of temporary repairs for the protection of the Property pending the completion of permanent repairs and restoration, upon written request of the Board of Directors in accordance with Section 9.8(a), and if an architect has been retained by the Board of Directors, upon presentation of an architect's certificate stating that the work represented by any such payment has been completed satisfactorily;

(c) Contributions by Unit Owners. The Board of Directors shall maintain a separate account as to each Unit Owner with respect to payments by him pursuant to Sections 9.5(a)(2), 9.5(b) and 9.5(c), and expenditures of such payments. General expenses of administration, such as deductions by the Trustee for its costs, expenses and fees, shall be charged against the construction fund and against Unit Owners' payments pursuant to Section 9.5(a)(2), 9.5(b) and 9.5(c), in proportion to the amount paid by each. All portions of such payments by Unit Owners not expended as herein provided shall be refunded to the Unit Owners, and their mortgagees as their interests may appear;

(d) Surplus Funds. If, after payment of all repairs and restoration, and the refund of any excess payments pursuant to Subsection (c) of this Section, there remains any surplus fund, such fund shall be paid to Unit Owners in proportion to their contributions resulting from assessments levied against them pursuant to Section 9.3(b) or 9.5(b); provided, however, that no Unit Owner shall receive a sum greater than that actually contributed by him. Any surplus remaining after such payments shall be paid to the Board of Directors and shall be part of the general income of the Association.

Section 9.7 Determination not to Repair or Restore. If the Condominium is damaged to the extent of two-thirds of its then replacement cost, and three-fourths of the Unit Owners and the holders of mortgage liens affecting at least three-quarters of the Units, or such other number as may at that time be specified by the Condominium Act, vote not to proceed with repair or restoration, the property remaining shall be deemed to be owned in common by the Unit Owners, and each Unit Owner shall own that percentage of the undivided interest in common as he previously owned in the Common Elements. Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Unit Owner of the Property; and the Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the

Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in accordance with their interests therein, after first paying all liens out of each of the respective interests.

Section 9.8 Certificates. The Trustee may rely on the following certifications:

(a) By the Board of Directors. The Board of Directors shall certify to the Trustee in writing as to the following matters:

- (1) Whether or not damaged or destroyed property is to be repaired or restored;
- (2) Whether or not, in the opinion of the Board of Directors, the cost of repair or restoration may exceed \$10,000;
- (3) 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.

(b) By Attorneys. The Board of Directors shall furnish the Trustee, in the event that any payments are to be made to owners or mortgagees, with an Attorney's Certificate of Title or Title Insurance Policy based on a search of the Land Records from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

Section 9.9 Trustee. The Board of Directors shall enter into and keep in force a trust agreement with a bank in the State of Connecticut with trust powers to receive, administer and disburse funds pursuant to this Article. Such trust agreement shall incorporate the Declaration and By-Laws by reference and shall provide that upon termination thereof, all monies or funds held by the Trustee shall be turned over only to a successor trustee which shall also be a bank in the State of Connecticut with trust powers designated Trustee pursuant to this Article. No amendment of the Declaration or of these By-Laws shall be binding on the Trustee until the Trustee receives notice of such amendment.

ARTICLE X

Limitations of Liability; Indemnification

Section 10.1 Tort Liability. The Unit Owners and the Association shall each be deemed to have released and exonerated each other from any tort liability other than that based on fraud or criminal acts to the extent to which such liability is satisfied by proceeds of insurance carried by any such party.

Section 10.2 Contracts. No Unit Owner and no Director or officer of the Association shall have any personal liability to the other contracting party under any contract made by any of them on behalf of the Association, except for the obligation of Unit Owners to pay Common Charges lawfully assessed.

Section 10.3 Indemnification. The Directors and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Sections 33-455 and 33-454a of Chapter 600 of the Connecticut General Statutes (the provisions of which are hereby incorporated by reference and made a part hereof). The Board of Directors may obtain insurance covering such liability and indemnification and the premiums for such insurance shall be a Common Expense.

ARTICLE XI

Records

Section 11.1 Records and Audits. The Association shall maintain accounting records according to generally accepted accounting practices. Such records shall include: (1) A record of all receipts and expenditures; (2) an account for each Unit which shall designate the name and address of each Unit Owner, the amount of each Common Charge, the dates on which the Common Charge comes due, the amounts paid on account, and the balance due; (3) a record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements; (4) an accurate account of the current balance in the reserve for replacement and for emergency repairs. After the Declarant relinquishes control of the Association pursuant to subsection (d) of Section 47-74a of the Connecticut General Statutes, on the written petition of Unit Owners of not less than twenty-five (25%) percent of the Units then completed, the Association shall cause to be made a certified audit by an independent certified public accountant, but not more than once in any consecutive twelve-month period; provided the cost of the audit shall be a Common Expense.

ARTICLE XII

Rights to Notice and Comment and Notice and Hearing

Section 12.1 Right to Notice and Comment. Unit Owners have the right to receive notice of certain actions proposed to be taken by the Board of Directors or by Committees and the right to comment orally or in writing on the proposed action, where the By-Laws, Rules and Regulations or resolutions provide for Notice and Comment. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting. Notice shall be given to each Unit Owner having such rights hereunder in writing and shall be delivered personally or by mail at such address of such Unit Owner as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated throughout the Property. Unless a specific requirement for the time of notice is provided elsewhere, such notice shall be given not less than five (5) days before the proposed action is to be taken.

Section 12.2 Right to Notice and Hearing. Unit Owners have the right to receive notice of certain actions proposed to be taken by the Board of Directors or by Committees, and the right to be heard at a formally constituted meeting,

where the By-Laws, Rules and Regulations or resolution provide for Notice and Hearing. The notice of the meeting shall describe the proposed action and shall be given in the same manner as provided for in Section 12.1. Notice and Hearing shall be provided by the party proposing to take the action, such as the Board of Directors, an officer, a Committee or the Manager. At the meeting, 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 or procedure established by the party subject to reasonable rules or 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 12.3 Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Board of Directors from a decision of persons other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors shall thereupon conduct a hearing, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XIII

Open Meetings

Section 13.1 Access. All meetings of the Board of Directors and of Committees at which action is to be taken by vote of such meeting shall be open to the Unit Owners, except as hereafter provided.

Section 13.2 Notice. Notice of every such meeting shall be given not less than 24 hours prior to the time set for such meeting, but posting such notice in a conspicuous location in the Condominium, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 13.3 Executive Sessions. Meetings may be held in Executive Session, without giving notice and without the requirement that they be open to the Unit Owners provided that no action is taken at such sessions requiring the affirmative vote of the meeting.

ARTICLE XIV

Miscellaneous

Section 14.1 Notices. All notices to the Association or the Board of Directors shall be delivered to the office of the Manager, or if there be no Manager, to the office of the Association, or to such other address as the Board of Directors may hereafter designate from time to time, by notice in writing to

all Unit Owners and to all mortgagees of Units. Except as otherwise provided, all notices to any Unit Owner shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of changes of address which shall be deemed to have been given when received.

Section 14.2 Fiscal Year. The Board of Directors shall establish the Fiscal Year of the Association.

Section 14.3 Waiver. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 14.4 Office. The principal office of the Association shall be on the Property or at such other place as the Board of Directors may from time to time designate.


Section 14.5 Declaration. The provisions of the Condominium Declaration made by Wellsville Associates (of which these By-Laws are a schedule) as it may be amended or supplemented from time to time, are incorporated herein by reference, as if fully set forth herein.

ARTICLE XV

Amendments to By-Laws

Section 15.1 Amendments to By-Laws. These By-Laws shall be amended only by vote of a majority of the Unit Owners, at any meeting of the Association duly called for such purposes, following written notice to all Unit Owners and to their mortgagees appearing on the records of the Association, except that if such amendment directly or indirectly changes the boundaries of any Unit, the undivided interest in the Common Elements appertaining thereto, liability for Common Elements appertaining thereto, the Limited Common Elements appertaining thereto, the liability for Common Expenses or appertaining thereto, the rights to Common Profits appertaining thereto, the number of votes in the Association appertaining thereto, or the right pursuant to Section 6.5 to create or use an opening in or to restore a partition wall, such amendments shall require the affirmative vote of seventy-five (75%) percent of the Unit Owners and shall, in addition, require the consent of the mortgagees of at least seventy-five (75%) percent of the Units subject to mortgage and the consent of the owners of the Units directly affected. Notwithstanding the foregoing, no amendment which diminishes any rights reserved to the Declarant shall be adopted without the consent of the Declarant. No amendment shall be of legal effect until set forth in an amendment to the Declaration and such amendment is recorded in the Land Records of New Milford.

Certified to be the By-Laws adopted at the Organization Meeting of the Corporation held on December 10, 1981.


Secretary

ASPETUCK VILLAGE CONDOMINIUM ASSOCIATION, INC.

General Regulations

(NOTE: Definitions of initially capitalized terms are as found in Article I of the Declaration.)

I. USE OF UNITS

1.1 Units are limited to the occupancy by single families.

1.2 Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade, or commercial activities, other than home professional pursuits without public visits, shall be conducted, maintained or permitted on any part of the Condominium, nor shall any signs or other signs, window displays or advertising except for a name plate or sign not exceeding four (4) square inches in area, on the main door to each Unit be maintained or permitted on any part of the Property or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes.

1.3 The Board of Directors or its designated agent, may retain a pass key to all premises for use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of any premises without immediately providing the Board of Directors, or its agent, with a key therefor. At the Unit Owner's option, he may provide the key be closed in a sealed envelope with instructions that it only be used in emergencies with a report to him as to each use and the reason therefor.

1.4 No electrical device creating electrical overloading of standard circuits may be used without permission from the Board of Directors and adjustment of circuits. Misuse or abuse of appliances or fixtures within a Unit which effects other Units or the Common Elements is prohibited; any damage resulting from such misuse shall be the responsibility of the Unit Owner in whose Unit it shall have been caused.

1.5 The area outside of the buildings shall be kept free of trash, junk and unsightly material. No storage will be permitted in any Unit in such manner as to permit the spread or encouragement of fire or vermin.

1.6 Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building or on trees, and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Board of Directors or such committee established by the Board having jurisdiction over such matter, if any.

1.7 No terrace, balcony or patio shall be enclosed or covered by any awning or otherwise enclosed without the consent of the Board of Directors or the committee established by the Board having jurisdiction over such matters, if any. A standard awning, if provided by the Developer, will be considered approved hereunder.

1.8 Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building without the prior consent of the Board of Directors or such committee then established by the Board having jurisdiction over such matters, if any.

1.9 Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness.

II. USE OF COMMON ELEMENTS

2.1 There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Board of Directors except as hereinafter expressly provided.

2.2 Except on designated pickup days no garbage cans or trash barrels shall be placed outside the units. No accumulation of rubbish, debris or unsightly materials will be permitted in Common Elements, except in designated trash storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios, or terraces. No clothes, sheets, blankets, laundry, or any other kind of articles shall be hung out of a building or exposed.

2.3 Storage of materials in Common Elements or other areas designated by the Board of Directors, including Storage Lockers shall be at the risk of the person storing the materials.

2.4 Common Elements shall be used only for the purposes for which they were designed. No Person shall commit waste on the Common Elements or interfered with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interfered with, or limits the enjoyment of the Common Elements by all others.

III. ACTIONS OF OWNERS AND OCCUPANTS

3.1 No noxious, offensive, dangerous, or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or

convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

3.2 No immoral, improper, offensive or unlawful use may be made of the Condominium, and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations of the Town of Enfield and shall save the Association or other Unit Owners harmless from all fines, penalties, costs, and prosecutions for the violation thereof or noncompliance therewith.

3.3 No animals, birds or reptiles of any kind shall be raised, bred, or kept in the Condominium, except that a dog of less than fifteen (15) inches in height at the shoulder, cat, or other household pet, approved and licensed by the Board of Directors or the Manager may be brought on the Condominium and suitably housed in Units, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property subject to these restrictions upon three (3) days' written notice from the Board of Directors. In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a leash; no dogs shall be curbed in any courtyard or close to any patio, except in the street or special areas designated by the Board of Directors. Pursuant to the license agreement executed by each owner of a dog permitted on the Condominium, a dog shall carry a conspicuous tag and may be picked up by any person and detained at the management building if found running loose. Such a dog will be released to its owner upon payment of compensation of a charge of \$10 which shall be paid over to the person picking up and delivering the dog to management. The owner shall compensate any person hurt or bitten by any dog, and shall hold the Association harmless from any claim resulting from any action of his dog.

3.4 Unit Owners shall hold the Association and other occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees, or licensees.

3.5 No Unit Owner shall send any employee of the Manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners.

IV. INSURANCE

4.1 Nothing shall be done or kept which will increase the rate of insurance of any of the buildings, or contents thereof, without the prior consent of the Board of Directors. No Unit Owner shall permit anything to be done, or kept in the Condominium, which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any

law.

4.2 Unit Owners and occupants shall comply with the Rules and Regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy on the Property.

4.3 Damage by fire or accident affecting the Condominium, and persons insured by or responsible for any damage, fire or accident must be promptly reported to the Manager or a Director by any person having knowledge thereof.

V. MOTOR VEHICLES

5.1 Parking areas shall not be used for any purposes other than to park passenger cars, excluding specifically all other motor vehicles; except that such other motor vehicles may be parked by occasional visitors and in connection with commercial deliveries and services performed at the Condominium. Except as above provided, trailers, boats, and motor vehicles other than passenger cars may be parked or stored only in such areas as the Board of Directors may from time to time designate. No vehicle shall be parked in such manner as to impede or prevent ready access to another Unit Owner's assigned parking space if such spaces are assigned.

5.2 Motorcycles shall be licensed and equipped with the most recently approved safety devices, and operated only on street shoulders, and in such manner as to not obstruct traffic.

VI. RUBBISH REMOVAL

6.1 Trash container locations will be designated by the Manager. Pickup will be from those containers only. Occupants will be responsible for removal of trash from their Units to the pickup locations. Trash is to be deposited within that location and the area is to be kept neat, clean and free of debris.

6.2 Long term storage of rubbish in the Units is forbidden. Outside of Units, trash will be deposited in containers only.

VII. LAUNDRY FACILITIES

7.1 Persons using the Laundry Rooms will keep them clean and presentable, and they shall repair and restore any damage which occurs during their use or during the period under their control.

7.2 Laundry Rooms are for the use of the occupants of the building within which the room is located.

7.3 The association assumes no responsibility for articles of personal property left in the laundry rooms without supervision.

7.4 All clothes left in machines must be promptly removed when the cycle is complete. Clothes left after the cycle is complete without supervision may be removed and piled on the work table by any person wishing to use the machine. Clothes and personal property left overnight may be removed to the management office and given away if not claimed in one week.

Administrative Regulations

VIII. GENERAL

8.1 Any consent or approval required by these Regulations must be obtained in writing prior to undertaking the action to which it refers and may be added to, amended or revoked at any time by resolution of the Board of Directors, subject to Notice and Comment or Notice and Hearing, at the option of the Board of Directors.

8.2 Entrance to or use of Association recreational facilities may be limited to those carrying current membership or guest cards. Guests violating these regulations may be prohibited from use of the recreational facilities by the manager or his employee in charge. Guests entering recreational facilities will sign a guest register, with the name of the responsible host Unit Owner, if such register is maintained.

8.3 Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Board of Directors or an appropriate committee.

Recreational Regulations

IX. GENERAL RECREATIONAL REGULATIONS

9.1 Recreational facilities are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the association harmless from damage or claims by virtue of such use.

9.2 Boisterous, rough or dangerous activities or behavior, which unreasonably interfere with the permitted use of facilities by others is prohibited.

9.3 Specific portions of recreational facilities, or specific times of recreational schedules may be reserved, or priority given, to certain age groups. Such reservations and scheduling shall be done by management personnel, and shall be effective after publication in the newsletter.

9.4 Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations, or damage caused by their children whether the parents are present or not.

9.5 Unit Owners, members, guests and tenants may be summarily ejected from a recreational facility by management personnel in the event of violation of these regulations within a facility, and suspended from the use until the time for notice and opportunity to be heard, concerning such violation.

9.6 Recreational facilities and equipment will be used for the purposes for which they were designed, and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with play or use by others.

9.7 Specific rules and regulations regarding the use of the recreational building will be promulgated by the Board of Directors of Aspetuck Village Condominium Association, Inc.

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EXHIBIT I

CERTIFICATE OF INCORPORATION

ASPETUCK VILLAGE CONDOMINIUM ASSOCIATION, INC.
(A Nonstock Corporation)

The undersigned incorporator hereby forms a corporation under the Nonstock Corporation Act of the State of Connecticut:

1. The name of the corporation is: Aspetuck Village Condominium Association, Inc.

2. The nature of the activities to be conducted or the purposes to be promoted or carried out by the corporation are as follows:

(a) To operate the Condominium known as Aspetuck Village, a Condominium, an Expandable Condominium, located in New Milford, Connecticut in accordance with the requirements for an Association of Unit Owners charged with the administration of property under the "Unit Ownership Act", Section 47-67 et seq., as amended, of the General Statutes of the State of Connecticut, including, without limiting the generality of the foregoing, the performance of the following acts and services on a not-for-profit basis:

(i) The supervision, care, operation, maintenance, renewal, and protection of all buildings, structures, grounds, roadways, and other facilities and installations and appurtenances thereto relating to the property of Aspetuck Village, a Condominium, an Expandable Condominium; to provide maintenance for the Common Elements within said Condominium; to provide garbage and trash collection; to provide fire and security protection; to maintain lands or trees; to supplement municipal services; to enforce any and all covenants, restrictions and agreements applicable to said Condominium; to pay taxes, if any, on the common properties and facilities; and, insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of said Condominium;

(ii) The preparation of estimates and budgets of the costs and expenses of rendering such services and performing, or contracting or entering into agreements for such performance, as provided for in or contemplated by this Article 2, and the apportionment of such estimated costs and expenses among and the collection thereof from the Unit Owners obligated to assume or bear the same, and the borrowing of money for its purposes, pledging as security the income due from Unit Owners and from others and property of the corporation.

(iii) Enforcing on behalf of said Unit Owners such Regulations as may be made or promulgated by the Board of Directors with respect to the safe occupancy, reasonable use and enjoyment of the buildings, structures, grounds, and facilities of said Condominium, and to

enforce compliance therewith including the levy of fines;

(iv) Performing, or causing to be performed, all such other and additional services and acts as are usually performed by managers or managing agents of real estate developments, including without limitation, keeping or causing to be kept, appropriate books and records, preparing and filing necessary reports and returns, and making or causing to be made audits of books and accounts.

(b) To retain counsel, auditors and accountants, appraisers and other persons or services that may be necessary for or incidental to any of the activities herein described.

(c) To do and perform or cause to be performed all such other acts and services that may be necessary, suitable or incidental to any of the foregoing purposes and objects to the fullest extent permitted by law, and to acquire, sell, mortgage, lease or encumber any real or personal property for the purposes aforesaid and any other real or personal property of which ownership thereof is not inconsistent with the purposes of the corporation as hereinabove set forth.

(d) To promote the health, safety, welfare, common benefit, enjoyment, and recreation of the residents of said Condominium.

(e) To do any and all acts and things permitted to a condominium association under Chapter 825 of the Connecticut General Statutes and to a nonstock corporation under the laws of the State of Connecticut.

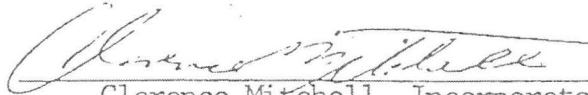
3. The corporation is nonprofit and shall not have or issue shares of stock or pay dividends.

4. The class, rights and qualifications and the manner of election or appointment of members are as follows: Any person who holds title to a Unit in the Condominium shall be a member of the corporation. There shall be one membership for each Unit owned within the Condominium. Such membership shall be automatically transferred upon the conveyance of any such Condominium Unit. Voting shall be on a percentage basis, and the percentage vote to which each membership is entitled is the percentage of undivided ownership assigned to its Unit in the Declaration of the Condominium. If a Unit is owned by more than one person, such persons shall agree among themselves how a vote for such Unit's membership is to be cast. Individual co-owners may not cast fractional votes. A vote by a co-owner for the entire Unit's membership interest shall be deemed to be pursuant to a valid proxy, unless another co-owner of the same Unit objects at the time the vote is cast, in which case such membership's vote shall not be counted. Notwithstanding the foregoing, (a) the Declarant of the Condominium shall have such additional rights and qualifications as may be provided under Chapter 825 of the Connecticut General Statutes, and (b) mortgagees of Units may have or be granted certain rights of approval or disapproval of certain actions of the corporation or its members.

5. The corporation shall exist perpetually.

Dated at Avon, Connecticut this *10th* day of *December*, 1981.

I hereby declare, under penalties of false statement, that the statements made in the foregoing Certificate of Incorporation are true.



Clarence Mitchell, Incorporator

EXHIBIT I

ASPETUCK VILLAGE CONDOMINIUM ASSOCIATION, INC.

Incorporator's Organization Meeting

The undersigned, the incorporator of Aspetuck Village Condominium Association, Inc., a Corporation to be formed under the laws of the State of Connecticut, by signing below pursuant to the provisions of Section 33-431 of the Connecticut Nonstock Corporation Act, hereby takes and consents to the taking of any action necessary to the organization and incorporation of Aspetuck Village Condominium Association, Inc. and specifically adopts and consents to the following resolutions and actions:

- RESOLVED: That a nonstock corporation be formed under the laws of the State of Connecticut, and be known as Aspetuck Village Condominium Association, Inc. and that a Certificate of Incorporation executed by the incorporator as provided by law be filed in the office of the Secretary of State. A copy of the Certificate of Incorporation of the Corporation is ordered to be filed with the minutes of this Corporation; and
- RESOLVED: That the appropriate taxes and fees for the Corporation be paid to the Secretary of State; and
- RESOLVED: That JOHN S. KOWALSKI, ESQ. be appointed statutory agent for service of process for the Corporation and that a certificate of such appointment executed by the incorporator as provided by law be filed in the office of the Secretary of State. A copy of said Certificate is ordered to be filed with the minutes of the Corporation; and
- RESOLVED: That By-Laws for the regulation of the affairs of the Corporation be and the same are hereby adopted, and that a copy of said By-Laws is ordered to be filed with the minutes of this Corporation.

This document, which constitutes the minutes of the Organization Meeting of this Corporation held on this day, is dated at Avon, Connecticut this 10th day of *December*, 1981.


Clarence Mitchell, Incorporator

DEPARTMENT OF STATUTORY AGENT FOR SERVICE STATUTORY CORPORATION

4-66

For office use only
ACCOUNT NO.
INITIALS

the Secretary of the State of Connecticut

CORPORATION

petuck Village Condominium Association, Inc.

APPOINTMENT

above corporation appoints as its statutory agent for service, one of the following:

NATURAL PERSON WHO IS RESIDENT OF CONNECTICUT	BUSINESS ADDRESS	ZIP CODE
John S. Kowalski, Esq.	315 West Main Street Avon, Connecticut	06001
	RESIDENCE ADDRESS	ZIP CODE
	7 Church Street New Hartford, Connecticut	06057
CONNECTICUT CORPORATION	ADDRESS OF PRINCIPAL OFFICE IN CONN. (If none, enter address of appointee's statutory agent for service)	
CORPORATION not Organized Under the Laws of Conn.*	ADDRESS OF PRINCIPAL OFFICE IN CONN. (If none, enter "Secretary of the State of Connecticut".)	

has procured a Certificate of Authority to transact business or conduct affairs in this state.

AUTHORIZATION

SIGNAL MENT	NAME OF INCORPORATOR (Print or type)	SIGNED (Incorporator)	DATE
	Clarence Mitchell	<i>Clarence Mitchell</i>	
be signed majority porators.)	NAME OF INCORPORATOR (Print or type)	SIGNED (Incorporator)	DATE
QUENT NTMENT	NAME OF PRESIDENT, VICE PRESIDENT, OR SEC.	SIGNED (President, or Vice President, or Secretary)	DATE

ACCEPTANCE

NAME OF STATUTORY AGENT FOR SERVICE (Print or Type)	SIGNED (Statutory Agent for service)
John S. Kowalski, Esq.	

FILING FEE	CERTIFICATION FEE	TOTAL FEES
\$	\$	\$
SIGNED (For Secretary of the State)		
CERTIFIED COPY SENT ON (Date)	INITIALS	
TO		
CARD	LIST	PROOF

ORGANIZATION AND FIRST BIENNIAL REPORT DOMESTIC NONSTOCK CORPORATION

STATE OF CONNECTICUT
OFFICE OF THE SECRETARY OF THE STATE

Under the provisions of the General Statutes, all nonstock corporations are required to file the organization and first biennial report within 30 days after the organization meeting. Subsequent biennial reports shall be filed between the first day of September and the first day of October of each subsequent even-numbered year up to and including the calendar year in which the corporation is dissolved. (Sec. 33-435, Conn. G.S.)

AUTHORIZED NAME OF CORPORATION <u>Aspetuck Village Condominium Association, Inc.</u> NAME OF STATUTORY AGENT (appointed by corporation) <u>John S. Kowalski, Esq.</u> BUSINESS ADDRESS OF AGENT (principal office in Conn.) <u>315 West Main Street (P. O. Box 909)</u> TOWN, STATE AND ZIP CODE <u>Avon, Connecticut 06001</u> RESIDENCE ADDRESS OF AGENT IF NATURAL PERSON <u>7 Church Street New Hartford, Connecticut 06057</u>	DATE OF ORGANIZATION <u>December 10, 1988</u> XXXXXXXXXXXX
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[illegible]

OFFICE USE ONLY

Signature of President, Vice President, Secretary, Asst. Secretary, DATE SIGNED
Treasurer or Asst. Treasurer

DATE SIGNED _____

12/10/81

ASPETUCK VILLAGE CONDOMINIUM ASSOCIATION, INC.

Consent of Directors to Actions in Lieu
of First Meeting of Board of Directors

The undersigned, being all the Directors of Aspetuck Village Condominium Association, Inc., do, by signing their names below, consent to the actions, hereinafter set forth, taken or to be taken by Aspetuck Village Condominium Association, Inc., and do hereby direct the Secretary to file this Consent with the minutes of said Corporation.

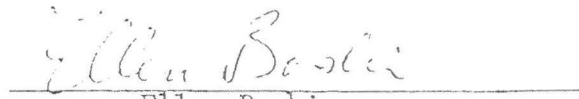
- RESOLVED: That CLARENCE MITCHELL be and he hereby is appointed and elected President of the Corporation.
- RESOLVED: That ELLEN BOSKI be and she hereby is appointed and elected Secretary/Treasurer of the Corporation.
- RESOLVED: That VICTOR NELSON be and he hereby is appointed and elected Vice President of the Corporation.
- RESOLVED: That agent for service of the Corporation shall be JOHN S. KOWALSKI, ESQ., 315 West Main Street, Avon, Connecticut.
- RESOLVED: That the principal office of the Corporation shall be 35 Danbury Road, New Milford, Connecticut 06776.
- RESOLVED: That NEW MILFORD BANK AND TRUST COMPANY of New Milford, Connecticut be and hereby is designated as a depository of this Corporation and that the officers and agents of this Corporation be and hereby are, and each of them hereby is, authorized to deposit any of the funds of this Corporation in said Bank.
- RESOLVED: That a checking account be opened and maintained in the name of this Corporation with NEW MILFORD BANK AND TRUST COMPANY and that the President and Secretary/Treasurer are, and any one of such officers acting along is hereby authorized, on behalf of this Corporation and in its name: to sign checks, drafts, notes, bills of exchange, acceptances, or other orders for the payment of money from said account; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Corporation, for deposit in said Bank; to accept drafts, acceptances, and other instruments payable at said Bank; to waive demand, protest, and notice of protest, or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Corporation.

- RESOLVED: That NEW MILFORD BANK AND TRUST COMPANY is hereby designated as Trustee ("Trustee") under the By-Laws and that the President is authorized to execute and tender to said Bank a trust agreement substantially in the form of the trust agreement which has been submitted to the Board of Directors. In addition, the President and Treasurer shall be directed to disburse the funds necessary for setting up the trust and continuing it in operation.
- RESOLVED: That the fiscal year of the Corporation shall be the calendar year.
- RESOLVED: That the Secretary be authorized and directed to maintain a roll book of the names of Unit Owners and Mortgagees.
- RESOLVED: That from the date of the Declaration of Aspetuck Village, a Condominium, an Expandable Condominium until the first day of the calendar month next following the date of initial occupancy by a Unit Owner other than the Declarant of the first Unit to be sold to a Unit Owner other than the Declarant, Common Charges shall be in an aggregate amount equal to actual Common Expenses incurred by the Association during such period payable monthly by the tenth (10th) day of each month in an amount equal to the Common Expenses incurred by the Association for the preceeding month.
- RESOLVED: That pursuant to Article V of the By-Laws, the Board of Directors hereby adopts the attached budget and fixes the Common Charges against the Units attached for the balance of the calendar year commencing on the first day of the calendar month next following the date of initial occupancy of a Unit by a Unit Owner other than the Declarant, which Common Charges shall be due and payable in equal installments in advance on the first day of each calendar month, for the balance of the calendar year.
- RESOLVED: That the Board of Directors adopts and accepts the terms and conditions, restrictions, covenants, and obligations contained in the Declaration of Condominium.
- RESOLVED: That the Board of Directors hereby adopts the Regulations set forth as Exhibit H of the By-Laws.
- RESOLVED: Any duly elected officer of the Association is hereby authorized to execute a Certificate of Status of Charges, provided he has examined the books of account of the Corporation with respect to the particular unit designated therein.

RESOLVED: That the Corporation, acting by any officer, enter into an Agreement with Aspetuck Village Condominium Association, Inc., the Declarant, concerning the payment of the expenses attributable to all times prior to the date of the Declaration.

Dated at Avon, Connecticut this 10th day of December, 1981.


Clarence Mitchell


Ellen Boski



Victor Nelson

EXHIBIT J

IRREVOCABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I/We:

_____ and _____
of _____

have irrevocably made, constituted and appointed, and by these presents do irrevocably make, constitute and appoint WELLSVILLE ASSOCIATES, a Partnership organized and existing under the laws of the State of Connecticut, with a principal place of business in Danbury, Connecticut, my/our true and lawful Attorney-in-Fact for me/us and in my/our name, place and stead, for the purpose of voting from time to time on amendments to the Declaration and By-Laws of Aspetuck Village, a Condominium, an Expandable Condominium for the sole purpose of adding additional phases to said Condominium, and reallocating the undivided percentage interests in the Common Elements resulting from such expansion and to perform any other act legally necessary to effectuate said purpose, all in accordance with the terms of the Declaration and By-Laws and the Condominium Act of 1976 as amended.

Said appointment is hereby made with full and unqualified authority to delegate any and all of the foregoing powers to any person or persons whom my/our Attorney-in-Fact shall select, hereby ratifying and confirming all that said attorney or substitute may do or cause to be done within the limited purpose of this instrument.

IN WITNESS WHEREOF, I/We have hereunto signed my/our name(s) and affixed my/our seal(s) this _____ day of _____, 19 ____.

_____ Witness	_____ Signature of Principal
_____ Witness	_____ Signature of Principal

FIRST AMENDMENT OF DECLARATION AND BY-LAWS OF
ASPETUCK VILLAGE, A CONDOMINIUM, AN EXPANDABLE CONDOMINIUM

SKG ASSOCIATES, INC., Declarant, by virtue of a deed from Wellsville Associates, Inc. dated January 29, 1982 and recorded in the New Milford Land Records, and pursuant to Connecticut General Statutes Sec. 47-68a(m), herein amends the Declaration and By-Laws of Aspetuck Village, a Condominium, an Expandable Condominium dated December 10, 1981 and recorded in Volume 294 at Page 95 of the said Land Records. Said amendment is made pursuant to Sec. 47-70a of the Connecticut General Statutes and Sec. 13.1 and Sec. 15.1 of said Declaration and By-Laws respectively.

Said amendment to the Declaration is as follows:

1. By deleting the word "Village" from Section 2.1(b).
2. By deleting that Paragraph 4.1 and substituting in its place the following:

"Section 4.1 The land on which the Buildings and Improvements are located is described in Exhibit A designated as "Declared Parcel" and "Expansion Parcel I" ~~in Exhibit B~~, and is more particularly shown on a map on file in the Office of the Town Clerk of New Milford and made a part hereof as Exhibit C."

3. By deleting that Paragraph Section 5.1 and substituting in its place the following:

"Section 5.1 Aspetuck Village, a Condominium, an Expandable Condominium, consists of 88 Units located on Wellsville Avenue and Wells Road in New Milford, Connecticut, in 8 buildings consisting of clapboard and shiplap sided wood frame buildings. There are 72 "garden" style Units (36 Type A which are on the lower level, and 36 Type B which are upper level Units), and 8 "townhouses" with walkout basements (Type D), and 8 "townhouses" with garages underneath (Type C)."

4. By deleting the following paragraphs in their entirety from Section 6.1:

a) That paragraph beginning with "Standard features..." and subparagraphs (a), (b), (c), and (d).

b) That paragraph beginning with "In addition to..." and ending with "...Declaration."

5. By deleting Exhibit A in its entirety and substituting in its place the following Exhibit A, which Exhibit is attached hereto and made a part hereof.

6. By deleting Exhibit B in its entirety and substituting in its place the following Exhibit B, which Exhibit is attached hereto and made a part hereof.

7. By deleting Exhibit F in its entirety and substituting in its place the following Exhibit F, which Exhibit is attached hereto and made a part hereof.

7a. By deleting the words "twenty-eight (28)" in Section 21.1 paragraph 6. and substituting in its place "thirty-two (32)".

8. Exhibit G, the By-Laws, is herein amended as follows:

a) The heading reading "By-Laws of Aspetuck Village Condominium Association, Inc." is deleted, and the following is substituted in its place: "Aspetuck Condominium Association, Inc."

b) By deleting the word "Village" in Article I.

c) By deleting the word "Enfield" in Section 8.2(e) and substituting the words "New Milford" in its place.

9. Exhibit H is amended as follows:

a) by deleting the heading "Aspetuck Village Condominium Association, Inc." and substituting in its place "Aspetuck Condominium Association, Inc."

b) by deleting the word "Village" in Section 9.7.


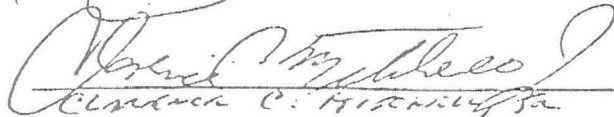
10. Exhibit I is herein amended by deleting said Exhibit in its entirety and substituting the following Exhibit I in its place, which Exhibit is attached hereto and made a part hereof.


11. Exhibit J is herein amended by deleting said Exhibit in its entirety and substituting the following Exhibit J in its place, which Exhibit is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to the Declaration and By-Laws to be executed this 4th day of March, 1982.

Signed, sealed and delivered
in presence of:

SKG ASSOCIATES, INC.


John S. Kowalski,

Clarence C. Herring

BY 
Victor D. Nelson
its President

STATE OF CONNECTICUT

COUNTY OF Litchfield

ss. New Milford

March 4, 1982

The foregoing instrument was acknowledged before me this 4th day of March, 1982 by Victor D. Nelson, the authorized President of SKG Associates, Inc., a Connecticut corporation, on behalf of the corporation, as his free act and deed, and the free act and deed of said corporation.

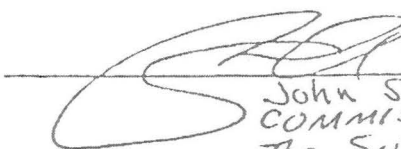

John S. Kowalski,
Commissioner of
The Superior Court

EXHIBIT A

DECLARED PARCEL

Those certain pieces and parcels of land designated as "Declared Parcels 9.068+ Acres" and "Expansion Parcel I 2.497+ Acres" on a certain map entitled "MAP SHOWING "ASPETUCK VILLAGE" AN EXPANDABLE CONDOMINIUM PREPARED FOR WELLSVILLE ASSOCIATES WELLSVILLE AVENUE & WELLS ROAD NEW MILFORD, CONNECTICUT SCALE 1" = 100' NOVEMBER 1981 TOTAL MULTIPLE ZONE AREA = 14.070+ ACRES CERTIFIED "SUBSTANTIALLY CORRECT" K.W. ROGERS, R.L.S. #2823", and more particularly bounded and described as follows:

NORTHEASTERLY	by Wells Road, as shown on said map;
EASTERLY	by Wellsville Avenue, and by land designated "Expansion Parcel II 2.505+ Acres" as shown on said map;
SOUTHERLY	by "Expansion Parcel II 2.505+ Acres" and by "Expansion Parcel III 19.39+ Acres", in part by each, all as shown on said map; and
WESTERLY	by the centerline of the "East Branch Aspetck (sic) River", and by land now or formerly of Louis Funk, partly by each, all as shown on said map.

EXHIBIT B

DESCRIPTIONS - EXPANSION PARCELS

EXPANSION PARCEL II

A certain piece or parcel of land designated as "EXPANSION PARCEL II 2.505+ ACRES" on a certain map entitled "MAP SHOWING "ASPETUCK VILLAGE" AN EXPANDABLE CONDOMINIUM PREPARED FOR WELLSVILLE ASSOCIATES WELLSVILLE AVENUE & WELLS ROAD NEW MILFORD, CONNECTICUT SCALE 1" = 100' NOVEMBER 1981 TOTAL MULTIPLE ZONE AREA = 14.070+ ACRES CERTIFIED "SUBSTANTIALLY CORRECT" K. W. ROGERS, R.L.S. #2823", and more particularly bounded and described as follows:

NORTHERLY	by "EXPANSION PARCEL I 2.497+ ACRES", as shown on said map;
EASTERLY	by Wellsville Avenue; land now or formerly of Robert Kallenbeck; land now or formerly of Peter Wojciehowski; land now or formerly of John Marois; and land now or formerly of Irene Christopher, partly by each, all as shown on said map;
SOUTHERLY	by "EXPANSION PARCEL III 19.39+ ACRES", as shown on said map; and
WESTERLY	by "DECLARED PARCEL 9.068+ ACRES" as shown on said map.

EXPANSION PARCEL III

A certain piece or parcel of land designated as "EXPANSION PARCEL III 19.39+ ACRES" on a certain map entitled "MAP SHOWING "ASPETUCK VILLAGE" AN EXPANDABLE CONDOMINIUM PREPARED FOR WELLSVILLE ASSOCIATES WELLSVILLE AVENUE & WELLS ROAD NEW MILFORD, CONNECTICUT SCALE 1" = 100' NOVEMBER 1981 TOTAL MULTIPLE ZONE AREA = 14.070+ ACRES CERTIFIED "SUBSTANTIALLY CORRECT" K. W. ROGERS, R.L.S. #2823", and more particularly bounded and described as follows:

NORTHERLY	by "DECLARED PARCEL 9.068+ ACRES" and "EXPANSION PARCEL II 2.505+ ACRES", as shown on said map, partly by each;
EASTERLY	by land now or formerly of Irene Christopher; land now or formerly of Barry Klein; land now or formerly of Harry L. Nichols, Jr., et al; land now or formerly of Claudia Armstrong; land now or formerly of Herman Fuchs; partly by each, all as shown on said map;
SOUTHERLY	by land now or formerly of Jack Nowitz as shown on said map; and
WESTERLY	by the centerline of the "EAST BRANCH ASPETUCK (sic) RIVER" as shown on said map.

EXHIBIT FASPETUCK VILLAGE, A CONDOMINIUM, AN EXPANDABLE CONDOMINIUM

UNIT NO.	MODEL TYPE	BLDG. NO.	% OF OWNERSHIP
9	A	2	.0102
10	B	2	.0105
11	A	2	.0102
12	B	2	.0105
13	A	2	.0102
14	B	2	.0105
15	A	2	.0102
16	B	2	.0105
17	A	2	.0102
18	B	2	.0105
19	A	2	.0102
20	B	2	.0105
21	A	3	.0102
22	B	3	.0105
23	A	3	.0102
24	B	3	.0105
25	A	3	.0102
26	B	3	.0105
27	A	3	.0102
28	B	3	.0105
29	A	3	.0102
30	B	3	.0105
31	A	3	.0102
32	B	3	.0105
33	A	4	.0102
34	B	4	.0105
35	A	4	.0102
36	B	4	.0105
37	A	4	.0102
38	B	4	.0105
39	A	4	.0102
40	B	4	.0105
41	A	4	.0102
42	B	4	.0105
43	A	4	.0102
44	B	4	.0105
45	A	5	.0102
46	B	5	.0105
47	A	5	.0102

EXHIBIT F (cont.)

UNIT NO.	MODEL TYPE	BLDG. NO.	% OF OWNERSHIP
48	B	5	.0105
49	A	5	.0102
50	B	5	.0105
51	A	5	.0102
52	B	5	.0105
53	A	5	.0102
54	B	5	.0105
55	A	5	.0102
56	B	5	.0105
57	A	6	.0102
58	B	6	.0105
59	A	6	.0102
60	B	6	.0105
61	A	6	.0102
62	B	6	.0105
63	A	6	.0102
64	B	6	.0105
65	A	6	.0102
66	B	6	.0105
67	A	6	.0102
68	B	6	.0105
69	A	7	.0102
70	B	7	.0105
71	A	7	.0102
72	B	7	.0105
73	A	7	.0102
74	B	7	.0105
75	A	7	.0102
76	B	7	.0105
77	A	7	.0102
78	B	7	.0105
79	A	7	.0102
80	B	7	.0105
81	C	8	.0163
82	C	8	.0163
83	C	8	.0163
84	C	8	.0163
85	C	8	.0163
86	C	8	.0163
87	C	8	.0163
88	C	8	.0163
89	D	9	.0156
90	D	9	.0156
91	D	9	.0156

EXHIBIT F (cont.)

UNIT NO.	MODEL TYPE	BLDG. NO.	% OF OWNERSHIP
92	D	9	.0156
93	D	9	.0156
94	D	9	.0156
95	D	9	.0156
96	D	9	.0156

EXHIBIT I

CERTIFICATE OF INCORPORATION

ASPETUCK CONDOMINIUM ASSOCIATION, INC.
(A Nonstock Corporation)

The undersigned incorporator hereby forms a corporation under the Nonstock Corporation Act of the State of Connecticut:

1. The name of the corporation is: Aspetuck Condominium Association, Inc.

2. The nature of the activities to be conducted or the purposes to be promoted or carried out by the corporation are as follows:

(a) To operate the Condominium known as Aspetuck Village, a Condominium, an Expandable Condominium, located in New Milford, Connecticut in accordance with the requirements for an Association of Unit Owners charged with the administration of property under the "Unit Ownership Act", Section 47-67 et seq., as amended, of the General Statutes of the State of Connecticut, including, without limiting the generality of the foregoing, the performance of the following acts and services on a not-for-profit basis:

(i) The supervision, care, operation, maintenance, renewal, and protection of all buildings, structures, grounds, roadways, and other facilities and installations and appurtenances thereto relating to the property of Aspetuck Village, a Condominium, an Expandable Condominium; to provide maintenance for the Common Elements within said Condominium; to provide garbage and trash collection; to provide fire and security protection; to maintain lands or trees; to supplement municipal services; to enforce any and all covenants, restrictions and agreements applicable to said Condominium; to pay taxes, if any, on the common properties and facilities; and, insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of said Condominium;

(ii) The preparation of estimates and budgets of the costs and expenses of rendering such services and performing, or contracting or entering into agreements for such performance, as provided for in or contemplated by this Article 2, and the apportionment of such estimated costs and expenses among and the collection thereof from the Unit Owners obligated to assume or bear the same, and the borrowing of money for its purposes, pledging as security the income due from Unit Owners and from others and property of the corporation.

(iii) Enforcing on behalf of said Unit Owners such Regulations as may be made or promulgated by the Board of Directors with respect to the safe occupancy, reasonable use and enjoyment of the buildings, structures, grounds, and facilities of said Condominium, and to

EXHIBIT I (cont.)

enforce compliance therewith including the levy of fines;

(iv) Performing, or causing to be performed, all such other and additional services and acts as are usually performed by managers or managing agents of real estate developments, including without limitation, keeping or causing to be kept, appropriate books and records, preparing and filing necessary reports and returns, and making or causing to be made audits of books and accounts.

(b) To retain counsel, auditors and accountants, appraisers and other persons or services that may be necessary for or incidental to any of the activities herein described.

(c) To do and perform or cause to be performed all such other acts and services that may be necessary, suitable or incidental to any of the foregoing purposes and objects to the fullest extent permitted by law, and to acquire, sell, mortgage, lease or encumber any real or personal property for the purposes aforesaid and any other real or personal property of which ownership thereof is not inconsistent with the purposes of the corporation as hereinabove set forth.

(d) To promote the health, safety, welfare, common benefit, enjoyment, and recreation of the residents of said Condominium.

(e) To do any and all acts and things permitted to a condominium association under Chapter 825 of the Connecticut General Statutes and to a nonstock corporation under the laws of the State of Connecticut.

3. The corporation is nonprofit and shall not have or issue shares of stock or pay dividends.

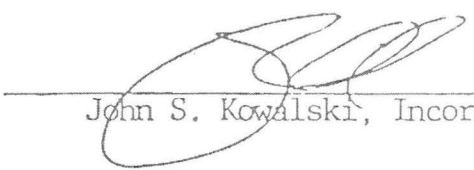
4. The class, rights and qualifications and the manner of election or appointment of members are as follows: Any person who holds title to a Unit in the Condominium shall be a member of the corporation. There shall be one membership for each Unit owned within the Condominium. Such membership shall be automatically transferred upon the conveyance of any such Condominium Unit. Voting shall be on a percentage basis, and the percentage vote to which each membership is entitled is the percentage of undivided ownership assigned to its Unit in the Declaration of the Condominium. If a Unit is owned by more than one person, such persons shall agree among themselves how a vote for such Unit's membership is to be cast. Individual co-owners may not cast fractional votes. A vote by a co-owner for the entire Unit's membership interest shall be deemed to be pursuant to a valid proxy, unless another co-owner of the same Unit objects at the time the vote is cast, in which case such membership's vote shall not be counted. Notwithstanding the foregoing, (a) the Declarant of the Condominium shall have such additional rights and qualifications as may be provided under Chapter 825 of the Connecticut General Statutes, and (b) mortgagees of Units may have or be granted certain rights of approval or disapproval of certain actions of the corporation or its members.

EXHIBIT I (cont.)

5. The corporation shall exist perpetually.

Dated at Avon, Connecticut this 19th day of February, 1982.

I hereby declare, under penalties of false statement, that the statements made in the foregoing Certificate of Incorporation are true.



John S. Kowalski, Incorporator

DEPARTMENT OF STATUTORY AGENT FOR SERVICE

INCORPORATION

6-66

For office use only

ACCOUNT NO

INITIALS

Secretary of the State of Connecticut

CORPORATION

Aspetuck Condominium Association, Inc.

APPOINTMENT

Corporate corporation appoints as its statutory agent for service, one of the following:

NATURAL PERSON WHO IS RESIDENT OF CONNECTICUT

BUSINESS ADDRESS

ZIP CODE

Robert A. Wood, Esq.

315 West Main Street Avon, Connecticut

06001

RESIDENCE ADDRESS

ZIP CODE

50 Westridge Drive Avon, Connecticut

06001

CONNECTICUT CORPORATION

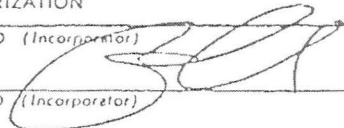
ADDRESS OF PRINCIPAL OFFICE IN CONN. (If none, enter address of appointee's statutory agent for service.)

CORPORATION not Organized Under the Laws of Conn.

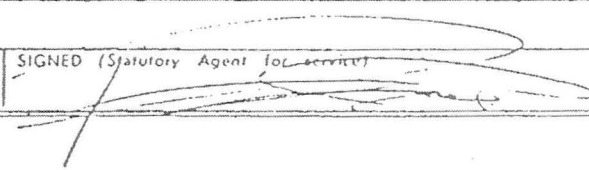
ADDRESS OF PRINCIPAL OFFICE IN CONN. (If none, enter "Secretary of the State of Connecticut".)

procured a Certificate of Authority to transact business or conduct affairs in this state.

AUTHORIZATION

INCORPORATOR e signed majority incorporators.)	NAME OF INCORPORATOR (Print or type)	SIGNED (Incorporator)	DATE 2/19/82
	John S. Kowalski		
	NAME OF INCORPORATOR (Print or type)	SIGNED (Incorporator)	
INCORPORATOR e signed majority incorporators.)	NAME OF INCORPORATOR (Print or type)	SIGNED (Incorporator)	DATE
INCORPORATOR e signed majority incorporators.)	NAME OF PRESIDENT, VICE PRESIDENT, OR SEC.	SIGNED (President, or Vice President, or Secretary)	DATE

ACCEPTANCE

NAME OF STATUTORY AGENT FOR SERVICE (Print or Type)	SIGNED (Statutory Agent for service)
Robert A. Wood, Esq.	

	FILING FEE \$	CERTIFICATION FEE \$	TOTAL FEES \$
	SIGNED (For Secretary of the State)		
	CERTIFIED COPY SENT ON (Date)		INITIALS
	TO		
	CARD	LIST	PROOF

SECOND AMENDMENT OF DECLARATION AND BY-LAWS OF
ASPETUCK VILLAGE, A CONDOMINIUM, AN EXPANDABLE CONDOMINIUM

S.K.G. ASSOCIATES, INC. Declarant, by virtue of a deed from Wellsville Associates, Inc. dated January 29, 1982 and recorded in the New Milford Land Records, and pursuant to Connecticut General Statutes Sec. 47-68a(m), herein amends the Declaration and By-Laws of Aspetuck Village, a Condominium an Expandable Condominium dated December 10, 1981 and recorded in Volume 294 at Page 95 of the said land records, previously amended Volume 297 Page 401 New Milford Land Records. Said amendment is made pursuant to Sec. 47-70a of the Connecticut General Statutes and Sec. 13.1 and Sec. 15.1 of said Declaration and By-Laws respectively.

Said amendment to the Declaration is as follows:

1. By deleting that Paragraph 4.1 as amended and substituting in its place the following:

"Section 4.1. The land on which the Buildings and Improvements are located is described in Fxhibit A designated as "Declared Parcel" and "Expansion Parcel I" and Expansion Parcel II" and is more particularly shown on a map on file in the Office of the clerk of New Milford and made a part hereof as Exhibit D."

2. By deleting that Paragraph Section 5.1 as amended and substituting in its place the following:

"Section 5.1 Aspetuck Village, a condominium, an Expandable Condominium, consists of 120 units located on Wellsville Avenue and Wells Road in New Milford, Connecticut, in 12 buildings consisting of clapboard and shiplap sided wood frame buildings. There are 84 "garden" style units (42 Type A which are on the lower level, and 42 type B which are upper level Units), and 8 "townhouses" with walkout basements (Type D) and 28 "townhouses" with garages underneath (Type C)."

3. By adding the following paragraphs in their entirety to Section 6.1, as amended, said insertion being after the paragraph beginning "A general description of each unit..."and ending "referred to in Section 1.1":

"Standard features for all Units at the condominium include (unless otherwise stated):

(a) Electric heat, hot water and air conditioning sleeves, the equipment and facilities for which are a part of the Units they serve; air conditioning sleeves in Type C and D only.

(b) Parking spaces for 203 cars of which 28 are garages in the Type C Units, and the balance of 175 are uncovered Common Elements.

- (c) Electric range with self-cleaning oven.
- (d) Frost free refrigerator at builders cost
- (e) Dishwasher
- (f) Cable television hook ups

In addition to the features which will be standard for all Units in the Condominium, the Declarant is making available an optional design for handicapped persons. This alternative substitutes a concrete porch and ramp for the first floor concrete patios and provides kitchen and bathroom specifications more easily useable by persons who are confined to wheelchairs. A more complete description of these alternate designs and their attendant features appears as part of the plans attached to the Declaration."

4. By deleting Exhibit A as amended in its entirety and substituting in its place the following Exhibit A which Exhibit is attached hereto and made a part hereof.

5. By deleting Exhibit B as amended in its entirety and substituting in its place the following Exhibit B, which Exhibit is attached hereto and made a part hereof.

6. By deleting Exhibit D in its entirety and substituting in its place the following Exhibit D, which Exhibit is attached hereto and made a part hereof.

7. By deleting Exhibit F in its entirety and substituting in its place the following Exhibit F, which Exhibit is attached hereto and made a part hereof.

8. By deleting the words "fifty (50)" in Section 21.1 paragraph 6 and substituting in its place "Seventy (70)."

IN WITNESS WHEREOF, the Declarant has caused this second Amendment to the Declaration and By-Laws to be executed this 19th day of OCTOBER, 1982.

Witnesses

S.K.G. ASSOCIATES, INC.

By

VICTOR NELSON, President

The foregoing instrument was acknowledged before me this 19th day of October 1982 by Victor Nelson the authorized President of S.K.G. Associates, Inc. a Connecticut corporation, on behalf of the corporation, as his free act and deed, and the free act and deed of said corporation.

JOHN O. DUNKLING
Commissioner of the Superior Court

EXHIBIT A

All that certain parcel of land in New Milford, Connecticut being shown as "Declared Parcel 9.014 ± acres," "Expansion Parcel I 2.497± acres", "Expansion Parcel II 2.542± acres" all on map entitled "Map showing 'Aspetuck Village' An Expandable Condominium prepared for S.K.G. Associates, Inc. Wellsville Ave. and Wells Road, New Milford, Connecticut Scale 1"=100' November 1981, Revised June 1982. Total multiple Zone Area = 33.443± acres Certified "Substantially Correct" K.W. Rogers, R.L.S. #2823" which map will be filed in the New Milford Land Records.

Said premises being more particularly bounded and described as follows:

Commencing at the corner of Wellsville Ave. and Wells Road thence: S 31° 23' 36" W 449.56 feet; S 19° 59' 44" W 141.26 feet; S 9° 31' 44" W 118.98 feet; N 78° 53' 58" W 203.68 feet; S 10° 11' 38" West 197.02 feet; S 58° 34' 15" East 59.79 feet; S 22° 38' 22" West 117.05 feet; S 18° 10' 07" West 138.95 feet; S 88° 27' 58" West 126.16 feet; N 74° 20' 54" West 311.14 feet; N 66° 36' 47" West 270.52 feet to a point in centerline of East Branch Aspetuck River and continuing to run along said centerline as follows:
N 36° 18' 00" East 90.00 feet; N 72° 25' 48" West 70.40 feet; N 12° 29' 43" West 112.74 feet; S 65° 54' 06" East 113.59 feet; N 65° 21' 07" East 81.55 feet; N 42° 05' 21" East 41.77 feet; N 67° 13' 03" East 54.23 feet; N 62° 14' 29" East 64.41 feet; N 52° 25' 53" East, 32.80 feet; N 33° 10' 42" East 31.06 feet; N 5° 29' 32" West 52.24 feet; N 25° 23' 16" West 65.31 feet; N 64° 58' 59" East 148.98 feet; N 24° 13' 30" East, 43.86 feet; N 15° 56' 43" East, 29.12 feet; N 6° 42' 35" East 17.12 feet; N 36° 52' 11" West 25.00 feet; N 64° 53' 07" West 35.34 feet; * N 11° 18' 36" West 25.50 feet; and N 31° 38' 36" East 33.77 feet; to a point in the centerline of said River and a point along the southerly line of land now or formerly of Louis Funk, thence turning and running S 84° 02' 21" East 328.80 feet along land of said Funk; thence turning and running the following bearings and distances along land of said Funk:
N 5° 51' 49" East 67.86 feet; N 8° 41' 19" East 81.45 feet; N 18° 43' 49" East 42.21 feet; N 31° 45' 19" East 66.21 feet; N 25° 53' 08" East 47.36 feet; N 26° 35' 06" East 63.64 feet; to Wells Road; thence on a curve 244.82 feet and S 68° 11' 59" east 156.00 feet to beginning.

* N 50 35' 58" W 36.24 ft.;

EXHIBIT B
DESCRIPTIONS-EXPANSION PARCEL

EXPANSION PARCEL III

A certain piece or parcel of land designated as "EXPANSION PARCEL III 19.39+ ACRES" on a certain map entitled "MAP SHOWING "ASPECTUCK VILLAGE" AN EXPANDABLE CONDOMINIUM PREPARED FOR S.K.G. ASSOCIATES, INC., WELLSVILLE AVENUE AND WELLS ROAD NEW MILFORD, CONNECTICUT SCALE 1"=100' NOVEMBER 1981 REVISED JUNE 198 TOTAL MULTIPLE ZONE AREA = 33.443 ACRES CERTIFIED 'SUBSTANTIALLY CORRECT' K.W. ROGERS, R.L.S. #2823" and more particularly bounded and described as follows:

NORTHERLY: By "DECLARED PARCEL 9.068+ ACRES" and "EXPANSION PARCEL II 2.505+ ACRES", as shown on said map, partly by each;

EASTERLY: By land now or formerly Irene Christopher; land now or formerly of Barry Klein; land now or formerly of Harry L. Nicholas, Jr. et al; land now or formerly of Claudia Armstrong; land now or formerly of Herman Fuchs; partly by each, all as shown on said map;

SOUTHERLY: By land now or formerly of Jack Nowitz as shown on said map ; and

WESTERLY: By the centerline of the "EAST BRANCH ASPETCK (sic) RIVER" as shown on said map.

EXHIBIT F

ASPETUCK VILLAGE, A CONDOMINIUM, AN EXPANDABLE CONDOMINIUM

UNIT NO.	MODEL TYPE	BUILDING NO.	% OF OWNERSHIP
1	C	1	1.1188
2	C	1	1.1188
3	C	1	1.1188
4	C	1	1.1188
5	C	1	1.1188
6	C	1	1.1188
9	A	2	.7066
10	B	2	.7234
11	A	2	.7066
12	B	2	.7234
13	A	2	.7066
14	B	2	.7234
15	A	2	.7066
16	B	2	.7234
17	A	2	.7066
18	B	2	.7234
19	A	2	.7066
20	B	2	.7234
21	A	3	.7066
22	B	3	.7234
23	A	3	.7066
24	B	3	.7234
25	A	3	.7066
26	B	3	.7234
27	A	3	.7066
28	B	3	.7234
29	A	3	.7066
30	B	3	.7234
31	A	3	.7066
32	B	3	.7234
33	A	4	.7066
34	B	4	.7234
35	A	4	.7066
36	B	4	.7234
37	A	4	.7066
38	B	4	.7234
39	A	4	.7066
40	B	4	.7234
41	A	4	.7066
42	B	4	.7234
43	A	4	.7066
44	B	4	.7234
45	A	5	.7066
46	B	5	.7234
47	A	5	.7066
48	B	5	.7234
49	A	5	.7066
50	B	5	.7234

UNIT NO.	MODEL TYPE	BUILDING NO.	% OF OWNERSHIP
51	A	5	.7066
52	B	5	.7234
53	A	5	.7066
54	B	5	.7234
55	A	5	.7066
56	B	5	.7234
57	A	6	.7066
58	B	6	.7234
59	A	6	.7066
60	B	6	.7234
61	A	6	.7066
62	B	6	.7234
63	A	6	.7066
64	B	6	.7234
65	A	6	.7066
66	B	6	.7234
67	A	6	.7066
68	B	6	.7234
69	A	7	.7066
70	B	7	.7234
71	A	7	.7066
72	B	7	.7234
73	A	7	.7066
74	B	7	.7234
75	A	7	.7066
76	B	7	.7234
77	A	7	.7066
78	B	7	.7234
79	A	7	.7066
80	B	7	.7234
81	C	8	1.1188
82	C	8	1.1188
83	C	8	1.1188
84	C	8	1.1188
85	C	8	1.1188
86	C	8	1.1188
87	C	8	1.1188
88	C	8	1.1188
89	D	9	1.0767
90	D	9	1.0767
91	D	9	1.0767
92	D	9	1.0767
93	D	9	1.0767
94	D	9	1.0767
95	D	9	1.0767
96	D	9	1.0767

UNIT NO.	MODEL TYPE	BUILDING NO.	% OF OWNERSHIP
97	A	10	.7066
98	B	10	.7234
99	A	10	.7066
100	B	10	.7234
101	A	10	.7066
102	B	10	.7234
103	A	10	.7066
104	B	10	.7234
105	A	10	.7066
106	B	10	.7234
107	A	10	.7066
108	B	10	.7234
109	C	11	1.1188
110	C	11	1.1188
111	C	11	1.1188
112	C	11	1.1188
113	C	11	1.1188
114	C	11	1.1188
115	C	12	1.1188
116	C	12	1.1188
117	C	12	1.1188
118	C	12	1.1188
119	C	12	1.1188
120	C	12	1.1188
121	C	12	1.1188
122	C	12	1.1188

EXHIBIT J

IRREVOCABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I/we:

_____ and _____

of _____

have irrevocably made, constituted and appointed, and by these presents do irrevocably make, constitute and appoint SKG ASSOCIATES, INC., a corporation organized and existing under the laws of the State of Connecticut, with a principal place of business in Danbury, Connecticut, my/our true and lawful Attorney-in-Fact for me/us and in my/our name, place and stead, for the purpose of voting from time to time on amendments to the Declaration and By-Laws of Aspetuck Village, a Condominium, an Expandable Condominium, for the sole purpose of adding additional phases to said Condominium, and reallocating the undivided percentage interests in the Common Elements resulting from such expansion and to perform any other act legally necessary to effectuate said purpose, all in accordance with the terms of the Declaration and By-Laws and the Condominium Act of 1976, as amended.

Said appointment is hereby made with full and unqualified authority to delegate any and all of the foregoing powers to any person or persons whom my/our Attorney-in-Fact shall select, hereby ratifying and confirming all that said attorney or substitute may do or cause to be done within the limited purpose of this instrument.

IN WITNESS WHEREOF, I/We have hereunto signed my/our name(s) and affixed my/our seal(s) this _____ day of _____, 19 _____.

Witness

Signature of Principal

Witness

Signature of Principal

THIRD AMENDMENT OF DECLARATION AND BY-LAWS OF
-----ASPETUCK VILLAGE, A CONDOMINIUM, AN EXPANDABLE CONDOMINIUM-----

WELLSVILLE ASSOCIATES, Declarant by virtue of ownership of the land upon which Phase Four, containing units 123 through 190 is located, and by virtue of the consent of S.K.G. Associates, Inc. developer of Phases I, II and III of Aspetuck Village, which consent is appended hereto, herein amends the Declaration and By-Laws of Aspetuck Village, a Condominium, an Expandable Condominium, dated 10 December 1981, recorded Volume 294, Page 95 New Milford Land Records, amended 4 March 1982 Volume 297, Page 701, New Milford Land Records, amended again October 19, 1982 Volume 303 Page 805 New Milford Land Records. Said amendment is made pursuant to Section 47-70a of the Connecticut General Statutes and Section 13.1 and 15.1 of said Declaration and Bylaws.

Said amendment of the Declaration is as follows:

1. By deleting Paragraph 4.1 as amended and substituting in its place the following: "Section 4.1. The land on which the Buildings and Improvements are located is described in Exhibit A and is more particularly shown on a map on file in the office of the New Milford Town Clerk and attached as Exhibit D hereto."
2. By deleting Paragraph 5.1 as amended and substituting in its place the following: "Section 5.1 Aspetuck Village, a Condominium, an Expandable Condominium, consists of 188 units located on Wells-ville Ave. and Wells Road, New Milford in 18 buildings consisting of clapboard and shiplays sided wood frame buildings. There are 144 "garden" style units, 42 Type A Lower level, 30 type E Lower Level, 42 type B Upper level, 30 type F Upper level, 8 "Townhouses" with walkout basements (type D) and 36 "Townhouses" with garages underneath. (Type C)."
3. By deleting Section 6.1(b) and substituting the following in its place:
"(b) parking spaces for 345 cars, of which 36 are garages in type C units, and the balance of 309 are uncovered common elements."
4. By deleting Section 21.1 completely and substituting the following: "Section 21.1 Declarant has expanded the condominium to its limit, and does not intend future expansions, other than completing the 68 units in Phase Four. All units in Phase Four shall be restricted to residential use, and shall be compatible with units in other phases with regard to quality of materials and workmanship and architectural style."

5. By deleting Exhibit A as amended in its entirety and substituting in its place the following exhibit A which is attached hereto.

6. By deleting Exhibit B as amended in its entirety. It is now superfluous as all the former expansion parcels are included in Schedule A, and there are no more parcels to be added in the future.

7. By adding to Exhibit C the attached map C-1 showing building and unit locations in Expansion Parcel III.

8. By deleting Exhibit D as amended in its entirety and substituting in its place the following exhibit D which exhibit is attached hereto.

9. By adding to Exhibit E the attached floor plans for units Type E and F, which types comprise the one bedroom units in Phase Four.

10. By deleting Exhibit F as amended in its entirety and substituting in its place the following exhibit F, which is attached hereto.

In witness Whereof the Declarant has caused the Third Amendment to the Declaration and By-Laws to be executed this 14 day of October, 1983.

WELLSVILLE ASSOCIATES

WITNESSES

[Signature]

by

[Signature]

Victor D. Nelson, Partner

On this 14 day of October 1983, before me appeared
Victor D. Nelson the Partner of Wells-
ville Associates who acknowledged the foregoing to be his
free act and deed.

[Signature]
RUDRA TAMM

COMMISSIONER OF THE SUPERIOR COURT

S.K.G. ASSOCIATES, INC hereby assigns to WELLSVILLE ASSOCIATES all rights it may have to Aspetuck Village Condominium, any phases, common elements, or units, as Declarant of Phases I, II and III, and gives its consent to Wellsville Associates to declare the Fourth Phase.

Signed the 14 day of October 1983.

Witnesses

S.K.G. ASSOCIATES, INC.

[Signature]

By

[Signature]

VICTOR NELSON, President

Acknowledged before me this 14 day of October 1983.

[Signature]
RUDRA TAMM

EXHIBIT A

All that certain parcel of land in New Milford, Connecticut being shown as "Declared Parcel 9.014+ acres" "Expansion Parcel I 2.497+ acres" "Expansion Parcel II 2.542+ acres" and "Expansion Parcel III Phase 4, 18.657+ acres." All on a map entitled "Map Showing 'Aspetuck Village' an Expandable Condominium prepared for Wellsville Associates, Wellsville Ave. and Wells Road, New Milford, Connecticut Scale 1"=100' September 1983. Total Area = 32.710+ acres Certified "Substantially Correct" K.W. Rogers, R.L.S. #2823" which map will be filed in the New Milford Land Records.

ng
to. Said premises being more particularly bounded and described as follows:

Commencing at the corner of Wellsville Ave. and Wells Road thence:
S 31° 23' 36" W 449.56', S 19° 59' 44" W 141.26',
S 9° 31' 44" W 118.98', N 78° 53' 58" W 203.68',
S 10° 11' 38" W 197.02', S 58° 34' 15" E 59.79',
ing S 22° 38' 22" W 117.05', S 18° 10' 07" W 138.95', S 88° 27' 58" W 126.16',
S 04° 40' 44" E 166.54', S 86° 39' 31" E 166.64', S 05° 10' 39" E 178.91',
N 83° 29' 17" E 147.67', S 05° 24' 56" E 70.00', S 83° 29' 25" W 147.96',
N 05° 10' 39" W 6.98', S 82° 10' 24" W 167.36', S 04° 40' 44" E 9.68',
S 57° 58' 44" E 45.94', S 36° 00' 44" E 80.20', S 63° 44' 44" E 140.72',
S 08° 01' 16" W 117.96', S 32° 35' 16" W 192.50', S 13° 32' 44" E 181.25',
S 81° 15' 38" W 436.40', S 82° 06' 30" W 73.57', S 79° 24' 41" W 32.86',
to the center line of Aspetuck River, thence along said center line:
N 41° 39' 47" W 107.91', N 41° 04' 56" W 101.54', N 2° 15' 38" W 76.06',
- N 55° 50' 25" E 33.84', N 87° 12' 26" E 41.05', S 33° 27' 55" E 70.72',
S 68° 11' 55" E 48.47', N 48° 21' 59" E 48.17', N 0° 52' 05" W 66.01',
N 16° 41' 57" W 62.64', N 40° 28' 16" E 143.28', N 08° 17' 50" E 48.51',
N 39° 01' 10" W 74.65', N 72° 15' 19" W 104.99', N 81° 46' 50" W 90.93',
N 84° 48' 20" W 55.23', S 77° 50' 02" W 91.16', N 82° 53' 36" W 299.04',
N 80° 24' 15" E 195.81', N 06° 57' 40" W 109.40', N 39° 31' 08" W 124.10",
N 18° 16' 46" E 155.39', S 87° 00' 23" E 54.13', S 73° 46' 47" E 84.30',
N 27° 21' 26" E 99.65', N 02° 06' 44" W 142.76', N 36° 18' 00" E 132.02',
N 36° 18' 00" E 90.00', N 72° 25' 48" W 70.40', N 12° 29' 43" W 112.74',
- S 65° 54' 06" E 113.59', N 65° 21' 07" E 81.55', N 42° 05' 21" E 41.77',
N 67° 13' 03" E 54.23', N 62° 14' 29" E 64.41', N 52° 25' 53" E 32.80',
IRT N 33° 10' 42" E 31.06', N 5° 29' 32" W 52.24', N 25° 23' 16" W 65.31',
N 64° 58' 59" E 148.98', N 24° 13' 30" E 43.86', N 15° 56' 43" E 29.12',
N 6° 42' 35" E 17.12', N 36° 52' 11" W 25.00', N 64° 53' 07" W 35.34',
N 50° 35' 58" W 36.24', N 11° 18' 36" W 25.50' and N 31° 38' 36" E 33.77',
to a point in the centerline of said River and a point along the
southerly line of land now or formerly of Louis Funk, thence
turning and running S 84° 02' 21" E 328.80' along land of said Funk;
thence turning and running the following bearings and distances along
land of said Funk: N 5° 51' 49" E 67.86', N 8° 41' 19" E 81.45',
N 18° 43' 49" E 42.21', N 31° 45' 19" E 66.21', N 25° 53' 08" E 47.36',
N 26° 35' 06" E 63.64' to Wells Road, thence on a curve 244.82' and
S 68° 11' 59" E 156.00' to beginning

[illegible]

SHEET 1 OF 6
 MAP SHOWING
 "ASPETUCK VILLAGE"
 EXPANSION PARCEL W
 PREPARED FOR
 WELLSVILLE ASSOCIATES
 WELLSVILLE AVENUE & WELLS RD.
 NEW MILFORD,
 CONNECTICUT
 SCALE 1" = 60'
 MARCH 2003

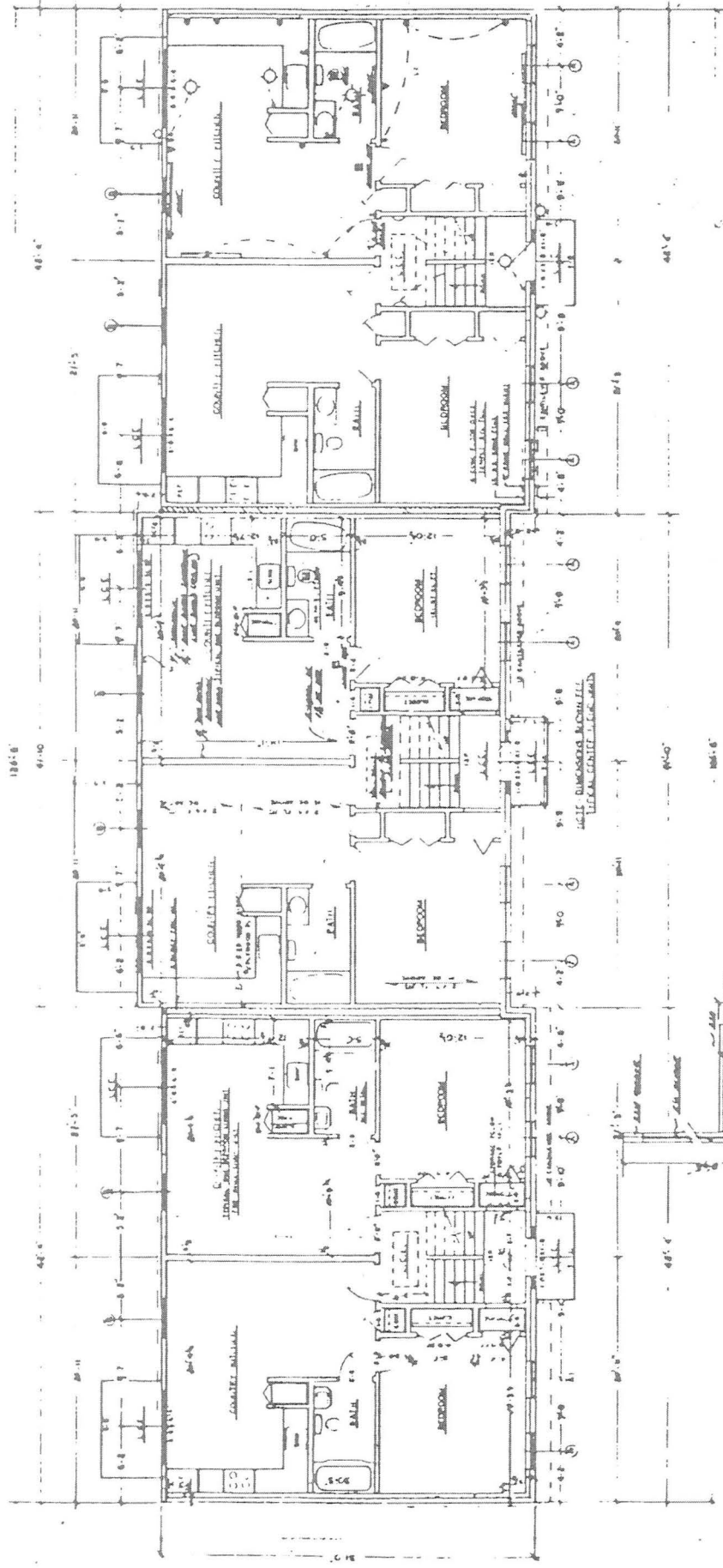
[illegible]

SITE PLAN
LANDSCAPING-PARK
BUILDING LOT

[illegible]

Exhibit E

DATE: 10/1/68
 DRAWN BY: J. J. JONES
 CHECKED BY: J. J. JONES
 SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"
 J. J. JONES

ONE BEDROOM UNITS

MODEL - E

STATE OF OHIO
 COUNTY OF CUYAHOGA
 CUYAHOGA COUNTY, OHIO
 I, J. J. JONES, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as filed with me.



LLC - LIMITED COMMON ELEMENT

ASPECT VILLAGE ASSOCIATES	
WELLSVILLE ASSOCIATES	
KINGMAN	10/1/68
RECEIVED	10/1/68
FIRST FLOOR PLAN	
MODEL - E	

THIS PLAN IS REVOCED

THIS PLAN IS REDUCED

MODEL - B	
SECOND FLOOR PLAN	
DATE: 1-15-58	REV: 0-0-58
SCALE: 1/4" = 1'-0"	DRAWN BY: WFB
WELLSVILLE ASSOCIATES	
ASBESTUCK VILLAGE, A COMMONWEALTH	



CERTIFIED THAT THIS PLAN IS ACCURATE
 AND CORRECTLY REPRESENTS THE BUILDING
 THE BUILDING OFFICIALS
 HAVE REVIEWED AND APPROVED
 L.C.E. - LIMITED COMMON ELEMENT

MODEL - F
 ONE BEDROOM UNITS

SCALE: 1/4" = 1'-0"
 SECOND FLOOR PLAN

THIS IS LIMITED COMMON ELEMENT
 AND ONE BEDROOM UNIT WILL BE ASSIGNED
 TO EACH BEDROOM UNIT ON A FIRST COME
 FIRST SERVED BASIS.

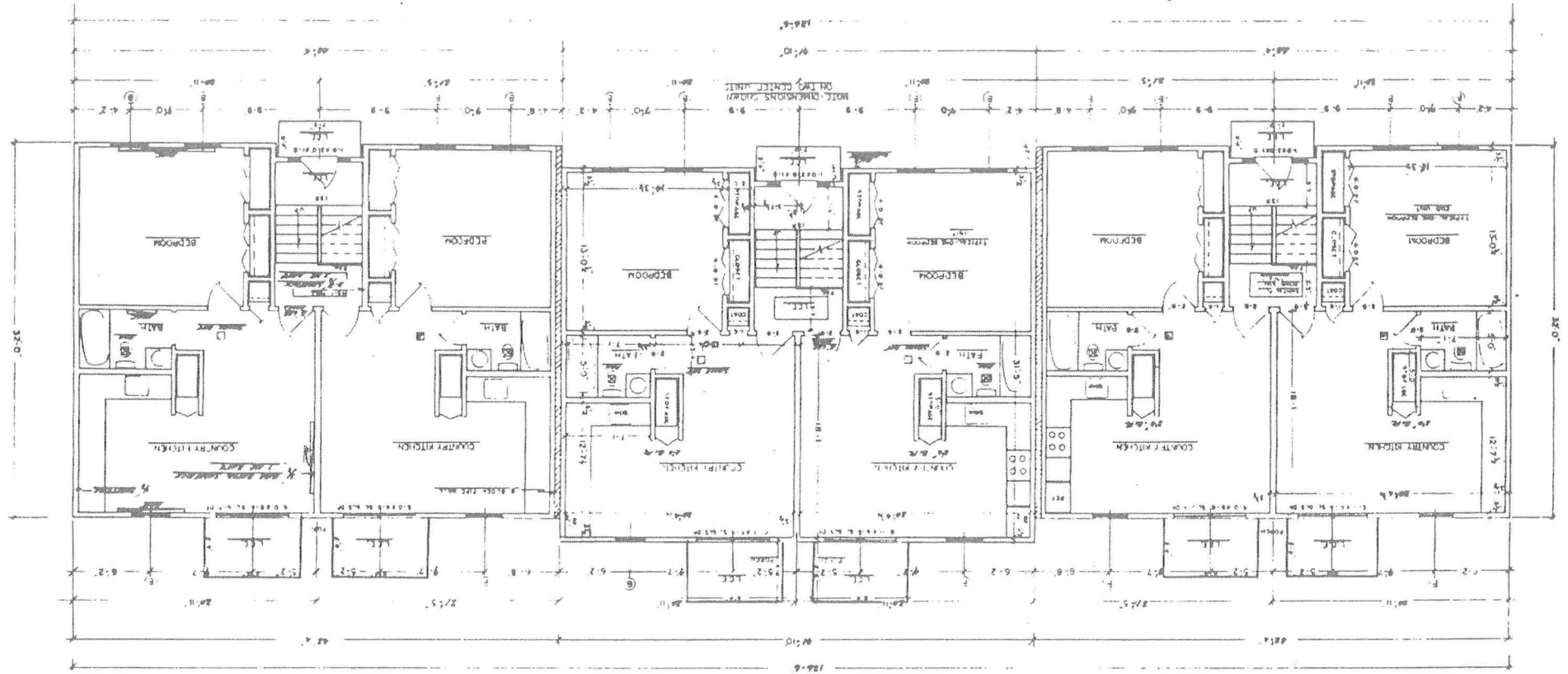
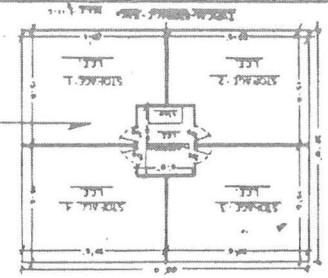


Exhibit E

EXHIBIT F

ASPETUCK VILLAGE, A CONDOMINIUM, AN EXPANDABLE CONDOMINIUM

<u>Unit No.</u>	<u>MODEL TYPE</u>	<u>BUILDING NO.</u>	<u>% OF OWNERSHIP</u>
1	C	1	.7149
2	C	1	.7149
3	C	1	.7149
4	C	1	.7149
5	C	1	.7149
6	C	1	.7149
9	A	2	.4622
10	B	2	.4837
11	A	2	.4622
12	B	2	.4837
13	A	2	.4622
14	B	2	.4837
15	A	2	.4622
16	B	2	.4837
17	A	2	.4622
18	B	2	.4837
19	A	2	.4622
20	B	2	.4837
21	A	3	.4622
22	B	3	.4837
23	A	3	.4622
24	B	3	.4837
25	A	3	.4622
26	B	3	.4837
27	A	3	.4622
28	B	3	.4837
29	A	3	.4622
30	B	3	.4837
31	A	3	.4622
32	B	3	.4837
33	A	4	.4622
34	B	4	.4837
35	A	4	.4622
36	B	4	.4837
37	A	4	.4622
38	B	4	.4837
39	A	4	.4622
40	B	4	.4837
41	A	4	.4622
42	B	4	.4837
43	A	4	.4622
44	B	4	.4837
45	A	5	.4622
46	B	5	.4837
47	A	5	.4622
48	B	5	.4837
49	A	5	.4622
50	B	5	.4837

UNIT NO.	MODEL TYPE	BUILDING NO.	% OF OWNERSHIP
51	A	5	.4622
52	B	5	.4837
53	A	5	.4622
54	B	5	.4837
55	A	5	.4622
56	B	5	.4837
57	A	6	.4622
58	B	6	.4837
59	A	6	.4622
60	B	6	.4837
61	A	6	.4622
62	B	6	.4837
63	A	6	.4622
64	B	6	.4837
65	A	6	.4622
66	B	6	.4837
67	A	6	.4622
68	B	6	.4837
69	A	7	.4622
70	B	7	.4837
71	A	7	.4622
72	B	7	.4837
73	A	7	.4622
74	B	7	.4837
75	A	7	.4622
76	B	7	.4837
77	A	7	.4622
78	B	7	.4837
79	A	7	.4622
80	B	7	.4837
81	C	8	.7149
82	C	8	.7149
83	C	8	.7149
84	C	8	.7149
85	C	8	.7149
86	C	8	.7149
87	C	8	.7149
88	C	8	.7149
89	D	9	.6888
90	D	9	.6888
91	D	9	.6888
92	D	9	.6888
93	D	9	.6888
94	D	9	.6888
95	D	9	.6888
96	D	9	.6888
97	A	10	.4622
98	B	10	.4837
99	A	10	.4622
100	B	10	.4837
101	A	10	.4622
102	B	10	.4837
103	A	10	.4622

UNIT NO.	MODEL TYPE	BUILDING NO.	% OF OWNERSHIP
104	B	10	.4837
105	A	10	.4622
106	B	10	.4837
107	A	10	.4622
108	B	10	.4837
109	C	11	.7149
110	C	11	.7149
111	C	11	.7149
112	C	11	.7149
113	C	11	.7149
114	C	11	.7149
115	C	12	.7149
116	C	12	.7149
117	C	12	.7149
118	C	12	.7149
119	C	12	.7149
120	C	12	.7149
121	C	12	.7149
122	C	12	.7149
123	C	13	.7149
124	C	13	.7149
125	C	13	.7149
126	C	13	.7149
127	C	13	.7149
128	C	13	.7149
129	C	13	.7149
130	C	13	.7149
131	E	14	.4730
132	F	14	.4945
133	E	14	.4730
134	F	14	.4945
135	E	14	.4730
136	F	14	.4945
137	E	14	.4730
138	F	14	.4945
139	E	14	.4730
140	F	14	.4945
141	E	14	.4730
142	F	14	.4945
143	E	15	.4730
144	F	15	.4945
145	E	15	.4730
146	F	15	.4945
147	E	15	.4730
148	F	15	.4945
149	E	15	.4730
150	F	15	.4945
151	E	15	.4730
152	F	15	.4945
153	E	15	.4730
154	F	15	.4945

UNIT NO.	MODEL TYPE	BUILDING NO.	% OF OWNERSHIP
155	E	16	.4730
156	F	16	.4945
157	E	16	.4730
158	F	16	.4945
159	E	16	.4730
160	F	16	.4945
161	E	16	.4730
162	F	16	.4945
163	E	16	.4730
164	F	16	.4945
165	E	16	.4730
166	F	16	.4945
167	E	17	.4730
168	F	17	.4945
169	E	17	.4730
170	F	17	.4945
171	E	17	.4730
172	F	17	.4945
173	E	17	.4730
174	F	17	.4945
175	E	17	.4730
176	F	17	.4945
177	E	17	.4730
178	F	17	.4945
179	E	18	.4730
180	F	18	.4945
181	E	18	.4730
182	F	18	.4945
183	E	18	.4730
184	F	18	.4945
185	E	18	.4730
186	F	18	.4945
187	E	18	.4730
188	F	18	.4945
189	E	18	.4730
190	F	18	.4945

RULES & REGULATIONS OF ASPETUCK VILLAGE CONDOMINIUM ASSOCIATION

AS REVISED, COMPILED & IMPLEMENTED
By THE BOARD OF DIRECTORS
JANUARY 31, 1991

REVIEWED By JAMES D. HIRSHFIELD, ATTN:
CRAMER & ANDERSON LAW OFFICES
DECEMBER 13, 1990

"The development and preservation of a high quality of living and peace of mind for unit-owners requires reasonable regulations and restrictions. Many of these rules and regulations are contained in the By-Laws & Prospectus that were included in the title documents signed at the time of purchase.

The following material has had careful study and thoughtful consideration by the Board of Directors, and has been reviewed by Aspetuck Village Attorneys and Management.

Under its authority, the Board of Directors has adopted these Rules & Regulations and reserves the right to rescind, amend and supplement them as it may deem necessary.

In the protection of these rules and regulations, the Board of Directors may use written notice, fines or any reasonable method in their enforcement."

I. COMMON HALL/CLUBHOUSE

The Common Hall, or "Clubhouse" is centrally located alongside the wetland field of Aspetuck Village. The Common Hall offers a convenient and practical place for small-to-medium size family and social gatherings. The Hall is available for rental by Aspetuck Village Residents and their Guests. Requests for rental are generally arranged through the office of the Aspetuck Caretaker and Managing Agent.

Reservations for use of the Common Hall will be honored in the order they are received. To reserve the Hall, a Rental Agreement must be completed and accompanied by a \$50 rental fee (and \$100 security deposit). The Rental Agreement includes a variety of Rules and Regulations that pertain to the Hall, its facilities and use. Please be sure to review these Rules and Regulations before signing the Agreement. Use of the Clubhouse for commercial or outside groups is strictly prohibited without the prior written approval of the Board of Directors.

A copy of the Rental Agreement is available upon request by calling the office of the Managing Agent.

II. LAUNDRY ROOM

The Laundry Room of Aspetuck Village is located in the lower level of the Common Hall and is available for use by Aspetuck Village Residents on a 24-hour basis.

Common courtesy and respect for the property/machines are expected of all Residents using the facilities. It is requested (especially during the colder Autumn-Winter months) that the door to the Laundry remain closed to avoid excessive heating expenses.

The Laundry is maintained by the Association for the expressed and sole use of the Residents of Aspetuck Village Condominium.

If you should have any problems with the machines, please report these to the Managing Agent/Caretaker at earliest convenience.

The Association assumes no liability nor responsibility for damages to persons and/or personal articles resulting from the use of the facilities.

III. PETS & ANIMALS

1. All animals/pets must be registered with the Managing Agent of the Association. *Non-registered animals/pets will be considered as "stray" and removed from the property and owners fined accordingly.
2. Not more than one (1) animal/pet per unit shall be allowed to be harbored by any Unit-Owner/Resident.
3. When outside, all pets must be leashed and strictly under the control of their owner. No animals are allowed to "run-free" or wander within the Aspetuck Village area.
4. No animal shall threaten or interfere with any Resident or Guest. Stray animals (unleashed/unregistered) will be reported and taken to the local animal shelter. The owner's shall be fined by the Association and will - also - be responsible for any, and all, fees incurred for restraint of their pet.
5. "Walking" of animals is restricted to the large wetland field area. Should a pet inadvertently "relieve" itself in other than this approved area, the owner is responsible to pick up after the animal.
6. Animals are not permitted in the clubhouse or laundry facilities.
7. Animals may not be tied to the clubhouse, fences, trees, structures or "leads" on the property or adjacent to individual units.
8. The erection of doghouses and/or any similar animal shelter is prohibited.
9. Residents shall not allow their pets to cause or create a nuisance or unreasonable disturbance to the comfort, peace, or repose of any person in the vicinity by continued or frequent noise.
10. Animals shall not be fed in Common Areas; such as hallways, patios, porches, etc.
11. The breeding of animals for profit (or hobby) within the confines of Aspetuck Village is prohibited.
12. Pet owners will be held liable for the actions of their pets and all violations will be addressed by the Board of Directors which will respond by written notice and fines, as appropriate and necessary.
13. Pet owners may not hold the Association liable for any claim(s) resulting from the actions of their pets.

** There is a \$10.00 per animal (tag) ANNUAL FEE for non-spayed animals; \$6.00 per spayed animal. (cf. PROFILE SHEET) Billing will appear on your Common Charge Statement.*

IV. FIREPLACES

1. Fireplaces are not designed for (nor are they to be used for) heating or cooking purposes.
2. The Association requires that all units with fireplaces be equipped with (at least) one UL Approved fire extinguisher which is to be located not more than fifteen feet from the fireplace.
3. Firewood on decks and patios must be stacked off wood/concrete surfaces. Only seasoned hardwoods should be burned. Softwood, such as pine or spruce, as well as green or moist wood should be avoided.
4. Wood stacked on decks must be placed on the building-side of the porch (as opposed to the front) for proper weight support.
5. Stacked firewood must not touch railings or building siding, and is limited to not more than 1/8 cord (or about 10 logs). Additional wood can be stored NEATLY on the perimeter of property away from the units as appointed by the Caretaker/Managing Agent.
6. No wood may be stored on decks/patios between May 1 and October 1.
7. Storing of firewood in units, garages or hallways or is strictly prohibited.
8. The cleaning of chimneys is arranged by the Association on an Annual Basis. Residents must make themselves available, upon notice, to

permit access to such work and will be billed on their regular Common Charge Statement. Please notify the Managing Agent if you would like to have your chimney cleaned outside of the regular schedule of maintenance.

9. The use of "free-standing" fireplaces, portable kerosene heaters or any similar heating/ambiance units are prohibited.

The Association reserves the right to examine – at it's descretion – any units believed to be in violation of these rules.

V. BARBECUES

1. The use of charcoal barbecues is strictly PROHIBITED within Aspetuck Village.
2. Storage of propane tanks is strictly prohibited within any unit, building, attic or basement.
3. Any surface, ground or incidental damage(s) resulting from the use of barbecue grills will be the responsibility of the Unit-Owner(s).

VI. FIRE DETECTORS & EXTINGUISHERS

1. At least one (1) UL Approved fire extinguisher is required to be installed and maintained in each unit.
2. A minimum of one (1) fire detector is required per Garden Units.
3. A minimum of two (2) fire detectors is required per Townhouse Units.

The Board of Directors requires that all Non-Resident owners submit a signed statement (Profile Sheet) acknowledging that these regulations have been met. The Board reserves the right to inspect all units to insure that such equipment is apparent and maintained.

VII. COMMON AREAS ENTRANCES, DECKS, PATIOS & HALLWAYS

Common Areas shall be used for the purpose and utility for which they are intended, ... the convenience, recreation, enjoyment and safety of all Residents.

1. There shall be no obstruction, unsightly environment, nuisance or vandalism on the Common Areas which interferes with or limits the enjoyment of the Common Area by others.
2. Common Areas shall not be altered in any way, i.e. enlarged, enclosed, access steps to yard, or covered by any awning, etc., without the consent, in writing, of the Board of Directors.
3. Articles such as bicycles, baby carriages, toys, scooters, motorcycles, etc. are not permitted to stand on front entrance porches, decks or patios, alongside or behind any unit or other Common Areas.
4. Rugs, linens, laundry or curtains shall not be hung or dried from windows or decks.
5. Due to potential moisture problems, indoor/outdoor carpeting may not be used on decks, patios or entrance ways.
6. Standard doormats are allowed in front of each entrance door. Runners, cuttings from indoor/outdoor rugs, etc. are not permitted.
7. Festive/Holiday decorations must be removed no later than 30 days after said holiday.
8. Storage of items is not permitted in community utility closets, hallways, on decks, patios, etc.

VIII. GARBAGE/TRASH REMOVAL

State legislation mandated that all Resident and Business Concerns adopt a recycling program January 1, 1991.

1. All garbage must be deposited in refuse appropriate containers. No garbage, trash or household rubbish is to be left outside or on top of

containers. All cardboard boxes and cartons must be broken up before deposited in containers.

2. There are numerous containers located throughout Aspetuck Village. If a particular container is full, please have the courtesy to use the next available one.
3. Dumping of chemicals and/or draining oil or unsanitary fill is not allowed on any part of the Aspetuck Village property.
4. Animal waste must be tied in bags before being deposited in containers.
5. Fines will be issued for violations in cases when additional refuse removal charges are incurred by the Association due to the neglect or willing disregard or action of a Resident.
6. The use of the refuse containers within the confines of Aspetuck Village is limited solely for the household refuse of the Residents. Use of the containers for commercial, Non-Resident or construction disposal is strictly prohibited.
7. Bulk waste items (mattresses, furniture, etc) shall not be disposed of in Village containers. These should be taken directly to the local land fill by the Resident.
8. Parking of vehicles shall not interfere with the removal of refuse. The Resident/Unit-Owner of any vehicle found in violation of this will be notified and fined for any subsequent occurrences.

IX. GARAGES

1. Garages shall not be converted, nor used as, residence.
2. Flammable items, or any articles which would/could cause damage or increase insurance liability, are not permitted in unit-garage areas.
3. Firewood may NOT be stored in garages.
4. Garages may not be rented or leased.

X. AUTOMOBILES, MOTORCYCLES, RVs

1. A uniform speed limit of 15 MPH has been set for the roadways within Aspetuck Village.
2. A safe and courteous driving manner is expected along all roadways. Reckless, hazardous, and dangerous driving practices will not be tolerated. Any reports of such actions will be handled directly by the Board of Directors. Fines for such actions will be issued to any Resident/Unit-Owner found in violation. Such instances will be reported to the Town Police Department, as well.
3. Vehicles that may be driven within Aspetuck Village are limited to Resident/Unit-Owner automobiles, light-weight trucks and motorcycles. Commercial and recreational vehicles are prohibited.
4. All Resident vehicles must be registered with the Managing Agent no later than the last day of the first month of each year (January). A sticker will be issued for each (unit's) vehicle(s). * This registration sticker should be placed on the appropriate vehicle as prescribed by the Managing Agent. (cf. PROFILE SHEET)
5. Unregistered vehicles will be considered as abandoned and/or in violation of the Rules & Regulations, and will be subject to towing from the grounds (at owners expense).
6. Snow mobiles and off-road vehicles are prohibited, as are any and all such vehicles with the exception for motor-assisted vehicles as permitted by state law. All motor vehicles used or parked on the property will be licensed and properly equipped and in operating condition. All such vehicles must ALSO be registered with the Managing Agent.

** There is a \$2.00 ANNUAL FEE for EACH vehicle sticker. Billing will appear on Common Charge Statement.*

XI. PARKING REGULATIONS

1. Parking facilities are for Residents and Visiting Guests of Residents only. Parking areas may not be used for any other purpose, i.e. storage of

vehicles, major repairs, etc.

2. Vehicles should be parked in such a manner as to allow space for an individual to walk between the car and curbside area, thus avoiding lawn damage due to oil leaks, exhaust fumes, etc.
3. Except in the case of emergencies, major automobile repairs are not permitted in Common or Parking Areas. A one-day (24 hour) "grace-period" is generally accepted in the case of emergencies.
3. The use of parking areas is restricted to the parking of a standard size passenger vehicle. The storage or parking of other vehicles including commercial trucks, trailers, boats, campers, limousines, commercial vans or recreational vehicles/items is strictly prohibited.
4. Street-legal motorcycles, scooters or bicycles shall not occupy a standard size parking space. All such vehicles belonging to a Resident (or Guest) may ONLY be parked in front of the Resident's automobile, parallel with the curb, or in a garage.
5. Parking/storage of motorcycles, scooters or bicycles is NOT permitted on decks or patios.
6. Unregistered, uninspected or unlicensed vehicles will be allowed to remain in a designated (Resident) parking space for not more than 7 days. (Such vehicles may not be parked in "Visitor/Unmarked" spaces.) The Managing Agent must be informed in writing, and permission granted, if such an unregistered vehicle will be parked for a longer period of time. If no such notification is given, or if the authorized time for such parking has elapsed, the owner must arrange for storage of the vehicle outside of Aspetuck Village; otherwise, the vehicle will be considered as abandoned and will be towed at the owner's expense.
7. Regular parking is restricted to assigned and designated parking spaces. Visitor parking spaces are unnumbered.
8. "Piggy-Back" parking is prohibited.
9. PARKING IN ANY AREA BESIDES MARKED PARKING SPACES IS STRICTLY PROHIBITED. Parking violators will receive ONE warning notice. Should the violation reoccur, the vehicles will be towed away at the owner's expense and/or a fine will be issued.

XII. GENERAL

1. Each Unit-Owner shall keep his unit in a good state of preservation and cleanliness. With reasonable and proper notice, the Board of Directors reserves the right to request repairs, clean-up or removal of obstructions from a Unit or Common Area by the Unit-Owner. If no action has been taken, or no attempt of acknowledgement made (by the Unit-Owner) the Board of Directors will accomplish such ends and will bill the Unit-Owner directly as a "Special Charge".
2. No person is allowed on the roof of any building at any time unless a contracted agent of the Board or Managing Agent.
3. Radio/television antennas or other objects shall not be hung to nor attached from the exterior of any building and no sign (including "FOR SALE"), notice, or advertisement shall be inscribed or exposed on or at any window or other part of any building.
4. If a special circumstance should arise wherein signage may be deemed proper and reasonable, a written request for same must be approved by the Managing Agent.
5. The Managing Agent and any other person(s) authorized by the Board of Directors shall have the right of access to all portions of the property for the purpose of inspection and correcting any condition threatening a Unit or the Common elements, for the purpose of performing installations, alterations or repairs, and for the purpose of reading utility meters provided that requests are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In the case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether the Unit Owner is present at the time or not.
6. No portion of the property is to be used as a place of business by any Resident without the prior notification/permission of the Board of Directors.

7. No Unit-Owner shall make any structural addition, structural alteration, or structural improvement in or to the Condominium without the prior written consent of the Board of Directors.
8. Residents who desire to improve the property by additional landscaping must have their plans approved by the Board of Directors. Persons who make such landscaping improvements may be required to maintain such improvements.
9. Private vegetable gardens are not allowed in any area unless such an area has been approved/designated by the Board of Directors.

XIII. RENTAL OF A UNIT

1. Any lease of a unit shall be consistent with the By-Laws of Aspetuck Village. The Board of Directors shall have the power, subject to Notice and Hearing to the Unit-Owner, to terminate any tenancy, and bring summary proceedings to evict the Tenant/Renter, in the event of failure by the Tenant to perform any obligation in the Condominium Instruments, Rules and Regulations.
2. The Landlord (Unit-Owner) transfers recreational rights to Tenant/Renter.
3. The Landlord will be held responsible for all fines and violations caused by a tenant/renter.
4. No portion of a Unit (other than the entire Unit) may be rented. Multi-family rentals are prohibited by the Association and Town Ordinance.
5. No Tenants/Renters may be accommodated in a Unit under leases of less than six (6) months.
6. Unit-Owners are required to notify the Managing Agent, in writing, of intent to rent a Unit. A "PROFILE SHEET" must be submitted to the Managing Agent for all new Renters. A Processing Fee of \$15 must accompany the return of each Rental Profile Sheet.
7. There is an annual \$25 ADMINISTRATION FEE on ALL Rental Units. This fee will be billed on a yearly basis (Common Charge Statement, January) to all Non-Owner Occupied Units. (This fee relates, in part, to the Connecticut State Law pertaining to taxes associated with condominium 'income properties' management.)
8. IT IS THE RESPONSIBILITY OF THE UNIT-OWNER TO INSURE THAT "RENTAL PROFILE SHEETS" ARE COMPLETED AND RETURNED TO THE MANAGING AGENT BEFORE A UNIT IS RENTED.
9. Landlords of Renter-Occupied Units who fail to submit Rental Profile Sheets will be requested to appear before the Board Directors and/or subject to fine(s).
10. LANDLORDS ARE RESPONSIBLE FOR SUPPLYING A COPY OF THE RULES AND REGULATIONS TO PERSPECTIVE RENTERS AND MUST GUARANTEE THE RENTER'S COMPLIANCE WITH THESE RULES AND REGULATIONS PRIOR TO RENTING.
11. The Landlord assumes full responsibility for any violations of the rules and regulations, as well as, for damages to Common Areas as may be incurred by their Tenants/Renters.
12. Rental Profile Sheets (and additional information) are available by contacting the Managing Agent.

XIV. SALE OF A UNIT RESALE CERTIFICATE

1. Two (2) weeks prior to closing, the Owner is obligated to supply a UNIT-OWNERS PROFILE SHEET (of the new owners) to the Managing Agent, along with a \$ 75.00 (non-refundable) Fee (for a Resale Certificate).
2. The Fee includes the processing of all necessary and proper paperwork (and correspondence) required by sellers/buyers from the Managing Agent of the Association.

XV. OWNER-OCCUPIED RESIDENT/UNIT-OWNERS

1. All Owner-Occupied Resident/Unit-Owners are required to **ANNUALLY** submit an updated **UNIT-OWNER PROFILE SHEET**.
2. There is no (basic) charge associated with this procedure. **HOWEVER**, failure to submit a **PROFILE SHEET** by the last day of the first month (January) of each year will result in a (minimum) penalty/line of \$45.00, as well as, any costs required/incurred in the process of attaining said forms.
3. Any Unit-Owner willfully neglecting to provide a **PROFILE SHEET** will be considered in violation of the Condominium Instruments and Regulations and will incur recurring fines until such time as the matter is remedied.
3. All related automobile and animal (pet) registrations are granted only after a **PROFILE SHEET** has been received by the Managing Agent.

XVI. ENFORCEMENT PROCEDURE FOR RULES AND REGULATIONS GOVERNING ASPETUCK VILLAGE CONDOMINIUM

1. All complaints, notices of violation(s) and/or questions regarding procedures must be made in writing to the Managing Agent.
2. Upon receipt of such notification, parties involved in violation of Rules & Regulations will receive a written notice of said violation by mail, personal delivery or telephone. This will be considered a warning.
3. Upon receipt of a second notice of violation (for the same infraction) a fine will be imposed. The alleged violator does maintain the right to a hearing before the Board of Directors. Requests for such a hearing are made in writing to the Managing Agent and must be received within 5 days of notice of violation.
4. The Managing Agent, upon receipt of such a request, shall set a date and time for such a hearing. The hearing date will be set within 30 days of the request, and the Board of Directors will be notified.
5. At the hearing, the Board of Directors shall take testimony and proof and determine, by a majority vote of the Members of the Board present, whether or not a violation has been committed.
5. A person receiving a notice of violation who does not request a hearing shall be assumed guilty of the alleged violation and will be responsible for any fines imposed.

XVI. FINES AND PENALTIES

1. First notices of violations (in most instances) serve as a warning.
2. There shall be a \$25.00 fine for second violations of the same (or similar) regulation.
3. There shall be a \$50.00 fine for third violations of the same (or similar) regulation.
4. A \$100.00 fine will be incurred for each subsequent violation of the same (or similar) regulation.
5. The Board of Directors reserves the right to invoke separate penalties and/or fines for extraordinary abuses, damages, repetitive violations, etc.
6. Fines are billed directly to Unit-Owners Monthly Common Charges and payable within ten (10) days of receipt.
7. Notice of unpaid fines will be submitted to the Association's Attorney. The violator will be liable to pay the fine, the highest legal interest for the period of time the fine remains unpaid, as well as, the legal fees incurred in filing for collection or lien.
8. The Board of Directors, at its discretion, may initiate foreclosure proceedings to collect any overdue/unpaid Common Charges from the Condominium Unit-Owner(s).

YOUR "CORRECT" MAILING ADDRESS

THERE HAVE BEEN NUMEROUS REPORTS of problems concerning mail delivery within Aspetuck Village which can be directly connected to the use of incorrect addresses by residents. When giving your address to friends, family, banks, etc. be sure you are using the right information. The use of your proper address has recently become even more important with the town's new "911" Emergency Tracking System.

For anyone living in Aspetuck Village, the proper format for your address is as follows:

«YOUR NAME»
«UNIT No.» ASPETUCK VILLAGE
NEW MILFORD CT 06776

The use of "WELLSVILLE AVENUE" on your mailing pieces, banking or business documents and magazine subscriptions is incorrect. *It is recommended that you change any official records you may have which do not conform to the above format.*

The ZIP + 4 ADDRESSES for Aspetuck Village are:

UNITS 1-6	06776-5606
UNITS 9-18	06776-5606
UNITS 19-30	06776-5608
UNITS 31-42	06776-5609
UNITS 43-49	06776-5616
UNITS 50-56	06776-5616
UNITS 57-60	06776-5617
UNITS 61-68	06776-5616
UNITS 69-80	06776-5617
UNITS 81-96	06776-5618
UNITS 97-108	06776-5619
UNITS 109-122	06776-5620
UNITS 123-130	06776-5621
UNITS 131-142	06776-5622
UNITS 143-154	06776-5623
UNITS 155-166	06776-5624
UNITS 167-178	06776-5625
UNITS 179-190	06776-5626

ALL CORRESPONDENCE REGARDING
ASPETUCK VILLAGE CONDOMINIUMS SHOULD BE ADDRESS:

ASPETUCK VILLAGE CONDOMINIUM
c/o G+W MANAGEMENT, INC.
P.O. BOX 879
WATERTOWN, CT 06795
(860)-274-6725

THE BOARD OF DIRECTORS
OF ASPETUCK VILLAGE HOLDS IT'S REGULAR
MONTHLY BUSINESS MEETING THE
LAST TUESDAY EVENING OF EACH MONTH
IN THE VILLAGE CLUB HOUSE @ 7:00 PM
— All residents and unit-owners are invited to attend —