

EXHIBIT A

DECLARATION OF TORRINGFORD FARMS

TORRINGFORD FARMS I LIMITED PARTNERSHIP, a Connecticut Limited Partnership organized and existing under the laws of the State of Connecticut, having an office at 30 Mason Street, Torrington, Connecticut does hereby submit the real property in the City of Torrington, Connecticut described in Schedule A-1, to the provisions of the Common Interest Ownership Act Section 47-200 et seq. of the Connecticut General Statutes, as amended, for the purpose of creating TORRINGFORD FARMS.

ARTICLE I

Definitions

In the documents, the following words and phrases shall have the following meanings: Section 1.1. Act: The Common Interest Ownership Act, Section 47-200 et seq. of the Connecticut General Statutes, as amended.

Section 1.1. Additional Land: All or any portion of the land described in Schedule A-1(b) of the Declaration.

Section 1.2. Allocated Interests: The Common Expense liability and Votes in the Association allocated to the Units in the Common Interest Community. The Allocated Interests are described in Article VIII of the Declaration and Shown on Schedule A-2. The allocated interests are equal in each case.

Section 1.3. Association: TORRINGFORD FARMS ASSOCIATION, INC., a non-stock corporation organized under the laws of the State of Connecticut and under Section 47-243 of the Act.

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

Section 1.5. Common Elements: All portions of the Common Interest Community other than the Units and described on Schedule A-1a. Title to Common Elements will be transferred to the Association in fee simple free of all liens prior to the conveyance

of a Unit to a Unit Owner other than the Declarant.

Section 1.6. Common Expenses:

(i) Expenses of Administration, maintenance, repair or replacement of the Common Elements.

(ii) Expenses declared to be Common Expenses by the Instruments or by the Act;

(iii) Expenses agreed upon as Common Expenses by the Association; and

(iv) Reasonable reserves, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real personal property acquired or held by the Association.

(v) Fees or expenses incurred as a result of the Association's membership in Tarringford Farms Master Association, Inc.

Section 1.7. Common Interest Community: The real property described in Schedule A-1 and as also described in and subject to the Declaration of Tarringford Farms. ,

Section 1.8. Declarant: TORRINGFORD FARMS I LIMITED PARTNERSHIP, a Connecticut limited partnership, or its successor as defined by the Act.

Section 1.9. Declaration: This document, including any amendments.

Section 1.10. Development Rights. The rights reserved by the Declarant under Article VIII of the Declaration to add real property designated "Additional Land" (Phase II) to Tarringford Farms and create Units, Common Elements and Limited Common Elements within the Common Interest Community.

Section 1.11. Documents: The Declaration, Survey, and Plans recorded and filed pursuant to the provisions of the Act, the Bylaws, and the Rules as they may be amended from time to time. Any Exhibit, Schedule, or Certificate accompanying a Document is a part of that Document.

Section 1.12. Director: A member of the Executive Board.

Section 1.13. Dwelling: A single family residence, as constructed by the Declarant, situated upon a lot. Reference is hereby made to Articles IX and X. Reference is further made to Plans. See Schedule A-4.

Section 1.14. Eligible Insurer: An insurer or guarantor of a first security interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first security interest in a Unit. Such notice shall be deemed to include a request that the eligible insurer be given the notice and other rights described in Article

Section 1.15. Eligible Mortgagee: The holder of a first security interest in a Unit which has notified the Association in writing of its name and address and that it holds a first security interest in a Unit. Such notice shall be deemed to include a request that the eligible mortgagee be given the notice and other rights described in Article XVI.

Section 1.16. Executive Board: The Board of Directors of the Association.

Section 1.17. Improvements: Any construction or facilities, including recreational facilities, existing or to be constructed on the land included in the Common Interest Community, such as the detention pond, landscaping, and drainage culverts and easements.

Section 1.18 Limited Common Elements: A portion of the Common Elements allocated by the Declaration or the Act for the exclusive use of one or more but fewer than all of the Units. See Article _____ of the Declaration.

Section 1.19. Lot: A parcel of land designated by number shown on the Survey, conveyed to a Unit Owner or to be conveyed upon which there has been constructed a dwelling.

Section 1.20. Master Association: Tarringford Farms Master Association, Inc., a nonstock corporation.

Section 1.21. Notice and Comment: The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for notice and comment are set forth in Section XXIII of this Declaration.

Section 1.22. Manager: A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.23. Person: An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.24. Planned Community: A Common Interest Community, as defined by the Act.

Section 1.25. Plans: The plans filed with the Declaration as Schedule A-4. The plans show proposed dwellings to be constructed by the Declarant on the Lot(s).

Section 1.26. TORRINGFORD FARMS: A Common Interest Community created on the land by the Declaration. TORRINGFORD FARMS is a Planned Community as defined by the Act.

Section 1.27. The Tarringford Farms Community: The parcel of land approved by the Torrington Planning and Zoning as a Restricted Residential Community to allow for a maximum of 329 dwelling units and shown on Schedule A-3. Tarringford Farms Community may consist of several Common Interest Communities, including Tarringford Farms, a Planned Community.

Section 1.28. Property: The land, all improvements, easement, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 1.29. Rules: Rules for the use of Units and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration.

Section 1.30. Security Interests: An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.31. Special Declarant rights: Rights reserved for the benefit of a Declarant to (A) complete improvements indicated on surveys and plans filed with the Declaration; (B) exercise any Development Right; (C) maintain sales offices, management offices, signs advertising the Common Interest Community, and models; (D) use easements through the Common Elements for the purpose of making improvements within the Common Element or within real property which may be added or which may also be withdrawn from the Common Interest Community; or (E) appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control.

Section 1.32. Survey: The survey and subdivision plans filed with the Declaration as Schedule A-3, and any additional surveys filed with any amendments thereto.

Section 1.33. Unit: A physical portion of the Common Interest Community designated for separate ownership or occupancy the

boundaries of which are described in Section 4.3(a). A Unit is the lot with its designated number and is shown on the Survey (A-3). Each Unit Owner owns the lot underneath his or her dwelling. A Unit consists of the "Lot" and "Dwelling".

Section 1.34. Unit Owners: The Declarant or other person who owns a Unit, but does not include a person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

Section 1.35. Votes: The votes allocated to each Unit as shown on Schedule A-2.

ARTICLE II

Name and Type of Common Interest Community and Association

Section 2.1. Common Interest Community: The name of the Common Interest Community is TORRINGFORD FARMS. The Common Interest Community is a Planned Community as defined by the Act.

Section 2.2. Association: The name of the Association is TORRINGFORD FARMS ASSOCIATION, INC., and is a non-stock organized under the laws of the State of Connecticut and under Section 47-243 of the Act.

Section 2.3. Master Association: the name of The Master Association is Tarringford Farms Master Association, Inc., and is a nonstock corporation, organized under the Laws of the State of Connecticut and under Section 47-243 of the Act.

ARTICLE III

Description of land

The entire Common Interest Community is situated in the Town of Torrington, Connecticut. A legal Description of the Common Interest Community is found at Schedule A-1 and is shown on the Survey attached hereto as Schedule A-3.

ARTICLE IV

Maximum Number of Units, Identification and Boundaries

Section 4.1. Number of Units: The Common Interest Community shall initially contain fifty-six (56) Units upon the date of filing of the Declaration. Declarant may create an additional 52 units on land to be included as a part of Tarringford Farms (See Schedule A-1(b) for a maximum of 108 units.

Section 4.2. Identification of Units: All Units are identified by number and are shown on the survey and subdivision plans.

Section 4.3. Boundaries: The boundaries of each Unit create this Declaration are shown on the survey and subdivision plans (See Schedule A-3) as numbered Units with their identifying number and are described as follows:

- (a) A parcel of land shown as a Lot with its identifying number.
- (b) Inclusions: Each Unit shall include the real property, the spaces, the dwelling including interior and exterior partitions, and other fixtures and improvements lying within the boundaries described in subsection 4.3(a) above and shall include any pipes, wires, ducts and conduits and other facilities lying within the boundaries of the Unit as described in subsection 4.3(a).
- (c) Exclusions: Except when specifically included by other provisions of Section 4.3, the following are excluded from each Unit: the spaces and improvements lying outside of the boundaries described in subsection 4.3(a) above.
- (d) Inconsistency with survey and subdivision plans (A-3): If this definition is inconsistent with the survey and subdivision plans, then this definition shall control.

ARTICLE V

Limited Common Elements and Common Elements

Section 5.1. Limited Common Elements: No portion of the Common Elements are Limited Common Elements.

Section 5.2. Common Elements: The Common Elements are all portions of the Common Interest Community other than the units as described on Schedule A-1(a) and Schedule A-3. The Common Elements shall include open space areas and proposed streets as shown on Schedule A-3.

ARTICLE VI

Maintenance, Repair and Replacement

Section 6.1. Common Elements: The Association shall maintain, repair and replace all of the Common Elements. In addition to the maintenance upon the Common Elements, the Association shall maintain, repair and replace all improvements upon the Common Elements, which improvements shall

include, but not be limited to existing ponds, detention ponds, landscaping, easements, drainage easements and culverts, and streets, and all real property that may become Common Elements for access to his or her unit, including access for utilities, and for all other improvements to be located thereon now or hereafter. The Association shall be responsible for the regular maintenance and upkeep of the streets and roadways. (Reference is hereby made to Schedule A-3.)

Section 6.2. Units: Each Unit Owner shall maintain, repair, and replace, at his or her own expense, all portions of his or her dwelling as located on the Lot (collectively the Unit). Each Unit Owner shall maintain the landscaping, as provided by Declarant, in a neat and attractive manner in keeping with and compatible with Tarringford Farms. Such maintenance to be done by the Unit Owner shall include, but not be limited to, regular lawn maintenance and mowing, removal of snow from sidewalks, driveways, and maintenance and repair of the sewer laterals.

Section 6.3. Access: Any person authorized by the Executive Board shall have the right of access to all portions of the Common Elements for the purpose of correcting any condition threatening the Common Elements, and for the purpose of performing installations, alterations, or repairs.

Declarant gives to each Unit Owner the right and non-exclusive easement in and to the Common Elements, specifically excluding any riparian rights in and to the existing ponds. The control of such riparian rights are to be governed by this Declaration, the Association, and Bylaws and the Rules and Regulations. (See Schedule A-1a)

Section 6.4. Repairs Resulting From Negligence: Each Unit Owner shall reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently, or by his or her failure to properly maintain, prepare or make replacements to his or her Unit. The Association shall be responsible for damage to Units caused intentionally, negligently by its failure to maintain, repair or make replacements to the Common Elements.

ARTICLE VII

Master Association

Tarringford Farms Master Association, Inc. is a non-stock corporation organized for the purpose of owning the recreational facilities and the land located thereunder in The Tarringford Community. Tarringford Farms Association, Inc., shall be obligated to become a member of Tarringford Farms Master Association, Inc., when the recreational facilities are completed and the land thereunder has been conveyed to the Master Association. In the

event other Common Interest Communities are created within the Tarringford Community, those respective Associations will be obligated to become members of the Master Association.

The Master Association shall impose fees upon the Member Associations, including Tarringford Farms Association, Inc. for the cost, maintenance and up-keep of the recreational facilities, based upon a pro-rata formula, i.e. total number of units in Member Association, as evidenced by a Certificate of Occupancy, as compared to total number of units in the Tarringford Community, as evidenced by a Certificate of Occupancy. Such fees shall not be imposed until the Master Association is incorporated and the land containing the recreational facilities is conveyed to the Master Association. Provided the Member Association is in good standing, the Master Association shall grant the Member Association use of the recreational facilities.

ARTICLE VIII

Development Rights and Other Special Declarant Rights

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

(a) The right to add real property to the Common Interest Community is the location shown as 'Additional Lane' (Phase II) as shown on survey Schedule A-3 and to create units, Common Elements, and Limited Common Elements in the location shown as 'Additional Land' (Phase II) on the survey, site plan, and plans.

(b) The right to construct roads, driveways, underground utility lines, pipes, wires, ducts, conduits, and other facilities across the land not designated "Development Rights Reserved In This Area" on the survey for the purposes of furnishing utility and other services to buildings and improvements to be constructed on the land designated "Development Rights Reserved In This Area" on the survey. The Declarant also reserves the right to grant easements to public utility companies and to convey improvements within those easements anywhere in the Common Interest Community for the above mentioned purposes. If the Declarant grants any such easements, Schedule A-1 shall be amended to include reference to these recorded easements.

(c) The right to connect and/or extend roads within the Common Interest Community to provide access to adjacent lands within the Planned Community.

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

(a) The Development Right may be exercised at any time, but not more than seven (7) years after the recording of the initial Declaration;

(b) Not more than fifty-two (52) additional units may be created under the Development Rights;

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

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

(e) No Development Rights may be exercised unless approved pursuant to the Documents.

Section 8.3. Phasing of Development Rights: No assurances are made by the Declarant regarding the portions of the area shown as 'Additional Land' (Phase II) on the plans, site plans, and survey as to the portions where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

Section 8.4. Special Declarant Rights:

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

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

(b) To exercise any Development Right reserved in this Declaration;

(c) To maintain sales offices, management offices, signs advertising the Common Interest Community, and model Units;

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

(e) To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant Control.

Section 8.5. Models, Sales Offices, and Management Offices: As long as the Declarant is a Unit Owner, the Declarant and its

duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model unit or sales office.

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

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

Section 8.8. Declarant's personal property: The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the units that has not been represented as property of the Association. The Declarant reserves the right to remove, promptly after the sale of the last Unit from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 8.9. Declarant Control of the Association:

(a) Subject to Subsection 8.9(b), there shall be a period of Declarant control of the Association, during which the Declarant, or person designated by it, may appoint and remove the officers and members of the Executive Board. The period of Declarant control terminates no later than earlier of: (1) sixty days after conveyance of sixty percent of the Units that may be created to Unit Owners other than a Declarant; (2) two years after all Declarants have ceased to offer Units for sale in the ordinary course of business; or (3) two years after any right to add new Units was last exercised. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the period referred in Section 8.9(a), but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant be approved by the Declarant before they become effective.

(b) Not later than sixty days after conveyance of one-third of the Units that may be created to Unit Owners other than a Declarant, at least one member and not less than one-third of the member of the Executive Board shall be elected by Unit Owners other than the Declarant.

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

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

Section 8.10. Limitations on Special Declarant Rights: Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercise by the Declarant until the earlier of the following:

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

(b) Any Security Interest in any unit; or for seven (7) years after recording this Declaration, whichever is earliest. Earlier termination of certain rights may occur by statute.

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

ARTICLE IX Allocated Interests

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

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

(a) Liability for the Common Expenses: The percentage of liability for Common Expenses allocated to each Unit is based on the total number of Units divided into 100. Nothing

contained in this subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XVIII of this Declaration.

(b) Votes. Each Unit in the Common Interest Community shall have one equal vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents means the specified percentage, portion, or fraction of all of the Votes as allocated in Schedule A-2.

ARTICLE X

Restrictions on Use, Alienation or Occupancy

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

(a) Each Unit is restricted to residential use as a single family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash, or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. A single family residence is defined as a single house keeping Unit, operating on a nonprofit, noncommercial basis, between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom. ✓

(b) Garages, if any, included within Units are restricted to use by the Unit of which such garage is a part as storage and as a parking space for vehicles, specifically excluding, however, trucks, commercial vehicles and campers. The garages may be used for storage only insofar as will not interfere with their use for the parking of vehicles.

(c) The use of the Units and the Common Elements and Limited Common Elements is subject to the By-laws and the Rules of the Association.

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

(e) Each Unit consisting of a Lot and Dwelling shall be maintained by the Unit Owner in a neat and attractive manner compatible with the remainder of Tarringford Farms.

(f) No Unit may be further subdivided for any purpose, nor may any Unit be utilized for providing access to or from any other Unit.

Section 10.2. Restrictions on Alienation: A Unit may not be conveyed pursuant to a time sharing plan as defined under Chapter 734b of the Connecticut General Statutes. A unit may be leased provided the unit owner has occupied the dwelling for at least a one year period. All leases and/or rental agreements must be in writing and subject to the requirements of the documents and the Association.

Section 10.3. Rights of Declarant as Owner of a Unit:

(a) So long as the Declarant is the owner of a Unit, Declarant reserves the right to lease each such Unit under such terms as Declarant deems appropriate.

(b) So long as Declarant is the owner of a Unit, Declarant reserves the right to construct a dwelling on each such Unit in accordance with this Declaration and to market the same.

Section 10.4. Architectural Standards. No exterior construction, alteration, addition, or erection of any nature whatsoever, including repair or replacement, or other work which in any way alters the exterior of the dwelling or the improvements located thereon from its natural or improved state existing on the date such unit was first conveyed in fee by the Declarant to a Unit owner, shall be commenced or placed upon any part of the Common Elements or the Unit (being defined as the Lot and the Dwelling upon it as constructed by the Declarant), except such as installed by the Declarant or as is approved in accordance with this Section. No exterior construction, addition, erection, alteration, repair, replacement or change shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials and location shall have been submitted in writing to and approved by the Executive Board of Tarringford Farms Association, Inc., or its designee. The Executive Board or its designee, may promulgate written guidelines for the exercise of this review. The Board or its designees shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours, to enter upon any unit to inspect the unit and any improvements thereon for the purpose of ascertaining whether or not these restrictions have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In the event the Board or its designees fails to approve or disapprove such design and location within sixty (60) days after the Plans and Specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with, provided all applicable regulatory and zoning restrictions are satisfied.

Section 10.5. Enforcement. The Association may, after notice and an opportunity to comment, adopt reasonable standards for maintenance, regular upkeep and repair of the Common Elements and any improvements or facilities contained on the Common Elements, to adopt reasonable standards concerning use, occupancy and restrictions, including architectural standards, concerning the Units, and to adopt rules and regulations concerning the use of the Common Elements and the use of any facilities or other improvements located on the Common Elements.

ARTICLE XI

Easement, Licenses

All restrictions, easements or licenses to which the Common Interest Community is subject are listed in Schedule A-1 to the Declaration. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article VII of this Declaration.

ARTICLE XII

Additions, Alterations and Improvements

Section 12.1. Additions, Alterations and Improvements by Unit Owners:

(a) A Unit Owner:

(i) may make any improvements or alterations to his or her Unit which includes a Lot and a Dwelling, which do not violate (a) the Declaration, (b) the restrictions as set forth in Article X of the Declaration which affect the Units and the Common Elements in this Declaration, (c) the By-Laws of the Association; and (d) the Rules of the Association.

(ii) may not change the appearance of the Common Elements, or any other portion of the Common Interest Community or make changes to the dwelling or the Lot which comprises the Unit which violate (a) the Declaration, (b) the restrictions which affect the Units and the Common Elements in this Declaration, (c) the By-Laws of the Association; and (d) the Rules of the Association.

(iii) after acquiring an adjoining Unit may not remove or alter any boundary of any adjoining Unit.

(b) A Unit Owner must submit a written request, together with Plans and Specifications to the Executive Board for approval to do anything he or she is forbidden to do under Subsection 11.1(a)(ii) and as set forth in Article X. The Executive Board shall answer any written request for such approval after Notice and Hearing within sixty (60) days after the request thereof. In the event the

Executive Board or its designee fails to approve or disapprove such design, location, change, alteration or improvement within sixty days after submission of such plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with, provided all applicable regulatory and zoning restrictions are satisfied. The Executive Board shall review requests in accordance with the provisions of the Declaration and the By-Laws and Rules of the Association.

(c) Any applications to any department or any government authority for a permit to make an addition, alteration, or improvement in or to any Unit shall be executed by the Unit Owner and Association jointly. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor, or material man on account of such addition, alteration, or improvement or to any person having a claim for injury to person or damage to property arising therefrom.

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

(e) Neither the Unit Owner nor the Association shall have the right to subdivide any Unit or any portion of the Common Elements.

Section 12.2. Additions, Alterations, and Improvements by Executive Board: Subject to the limitations of Sections 18.5 and 18.6 of this Declaration, the Executive Board may make any additions, alterations, or improvements to the Common Elements which, in its judgment, it deems necessary for the benefit of Unit Owners.

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

ARTICLE XIII

No Relocation of Boundaries Between Adjoining Units

Section 13.1 - Prohibition of Relocation. The boundaries between adjoining Units may not be relocated by an amendment to the Declaration on application to the Association by the owners of those Units designated as 'Lot' on the Survey (See Schedule A-3).

ARTICLE XIV

Amendments to Bylaws

Section 14.1. General: Except in cases of amendments that may be executed by the Declarant in the exercise of its Development Rights or the Association in accordance with the Declaration, this Declaration may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 14.2. Limitations of Challenges: No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

Section 14.3. Recordation of Amendments: Every amendment to this Declaration shall be recorded in every town in which any portion of the Common Interest Community is located and is effective only on recording. An amendment shall be indexed in the Grantee's Index in the name of the Common Interest Community and the Association and in the Grantor's index in the name of the parties executing the amendment.

Section 14.4. When Unanimous Consent Required: Except to the extent expressly permitted or required by other provisions of the Act and the Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of a Unit, except as above indicated, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of Unanimous consent of the Unit Owners.

Section 14.5. Execution of Amendments: Amendments to this Declaration by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the President of the Association.

Section 14.6. Special Declarant Rights: Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 14.7. Consent of Holders of Security Interest: Amendments are subject to the consent requirements of Article XVII.

ARTICLE XV

Amendments to Bylaws

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

ARTICLE XVI

Termination

Termination of the Common Interest Community may be accomplished only in accordance with applicable provisions of the Act.

ARTICLE XVII

Mortgagee Protection

Section 17.1. Introduction: This article establishes certain standards and covenants which are for the benefit of the holders, insurers, and guarantors of certain Security Interest. This Article is supplemental to and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 17.2. Definitions: As used in this Article, the following terms are defined.

(a) Eligible Mortgagee: The holder of a first mortgage on a Unit who has notified the Association, in writing, of its name and address, and that it holds a mortgage on a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given notices and other rights described in this Article.

(b) Percentage of Eligible Mortgagees: Wherever in this Article the approval of consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent by those Eligible Mortgagees holding first mortgages on 51% or more of the Units subject to first mortgages.

Section 17.3. Notice of Actions: The Association shall give prompt written notice to each Eligible Mortgagee of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit on which there is a first mortgage held by such Eligible Mortgagee.

(b) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first

mortgage held by such Eligible Mortgagee, which remains uncured for a period of 60 days.

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 16.4.

(e) Any judgment rendered against the Association.

Section 17.4. Prior Consent Required;

(a) Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provisions of the Instruments by the Association or Unit Owners described in this Subsection 16.4(a) may be adopted without the vote of at least 67% of the Unit Owners (or any greater Unit Owner vote required in the Declaration or the Act) and until approved in writing by at least 51% of the Eligible Mortgagee (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right. Material includes, but is not limited to, any provision affecting:

(i) assessments, assessment liens or subordination of assessment liens;

(ii) voting rights;

(iii) reserves for maintenance, repair, and replacement of Common Elements;

(iv) responsibility for maintenance and repairs;

(v) reallocation of interest in the Common Elements or Limited Common Elements except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the eligible mortgagees holding Security Interest in such Units must approve such actions;

(vi) Rights to use Common Elements and Limited Common Elements;

(vii) boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the eligible mortgagees holding Security Interest in such Units or Units must approve such action;

(viii) convertibility of Units into Common Elements or Common Elements into Units;

(ix) expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;

(x) insurance or fidelity bond;

(xi) leasing of Units;

(xii) imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(xiii) establishment of self management when professional management had been required previously by any eligible mortgagee;

(xiv) restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified;

(xv) termination of the Common Interest Community after occurrence of substantial destruction or condemnation;

(xvi) any provision that expressly benefits mortgage holders, insurers, or guarantors.

(b) Actions. Notwithstanding any lower requirements permitted by the Declaration or the Act, the Association may not take any of the following actions without the approval of at least 51% of the Eligible Mortgagee:

(i) convey or encumber the Common Elements or any portion thereof (as to which an 80% Eligible Mortgagee approval is required). The granting of easements for public utilities or for other public easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Common Interest Community shall not be deemed a transfer within the meaning of this clause;

(ii) the establishment of self management when professional management had been previously required by any eligible mortgagee;

(iii) The restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;

(iv) Termination of the Common Interest Community as to which a 67% Eligible Mortgagee approval is required;

(v) The granting of any easements, leases, licenses and concessions through or over the Common Elements excluding, however, any utility easements serving or to serve the Common Interest Community or other such easements as the Declarant in its sole discretion determines will serve the best interest of the Common Interest Community, and excluding any leases, licenses or

concessions for no more than one year;

(vi) The assignment of the future income of the Association including its right to receive Common Expense assessments;

(vii) Any action taken not to repair or replace the Property.

(viii) A merger of this Common Interest Community with any other Common Interest Community;

(ix) The alteration of any partition or creation of an aperture between adjoining Units when Unit boundaries are not otherwise being affected, in which case only the owners of Units affected and the eligible mortgagees of those Units need approve the action.

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

(c) The Association may not change a period for collection of regularly budgeted Common Expense Assessments to other than monthly without the consent of all eligible mortgagees.

(d) If an addition or an amendment is not considered a material change - such as the correction of a technical error or the clarification of a statement - approval shall be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made.

Section 17.5. Development Rights: No Development Rights may be exercised or voluntarily abandoned or terminated by the Declarant unless all persons holding Security Interest in the Development Rights consent to the exercise, abandonment, or termination.

Section 17.6. Inspection of Books: The Association shall permit any Eligible Mortgagee to inspect the books and records of the Association during normal business hours.

Section 17.7. Financial Statement: The Association shall provide each Eligible Mortgagee with a copy of any annual financial statement within 90 days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if any Eligible Mortgagee requests it, in which case the Eligible Mortgagee shall bear the cost of the audit.

Section 17.8. Enforcement: The provisions of this Article are for the benefit of Eligible Mortgagees and their successors, and may be enforced by any of them by any available means, in law, or in equity.

Section 17.9. Attendance at Meetings: Any representative of an Eligible Mortgagee may attend any meeting which a Unit Owner may attend.

ARTICLE XVIII

Assessment and collection of Common Expenses

Section 18.1. Definition of Common Expenses: Common Expenses shall include:

(a) Expenses of Administration, maintenance, and repair or replacement of the Common Element;

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

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

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

(e) Expenses incurred by the Association as a result of its mandatory membership in Tarringford Farms Master Association, Inc.

Section 18.2. Apportionment of Common Expenses: Except as provided in Section 17.3 all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Schedule A-2 to this Declaration.

Section 18.3. Common Expenses Attributable to Fewer Than All Units:

(a) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service. Any past due common expense assessment or installment thereof shall bear interest at the rate established by the Association, not exceeding eighteen (18%) percent per annum.

(b) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.

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

(d) If any Common Expense is caused by the misconduct of any Unit Owner, the Association may assess that expense exclusively against his Unit.

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

(f) If common expense liabilities are reallocated, common expense assessments and any installment thereof, not yet due, shall be recalculated in accordance with the reallocated common expense liabilities.

Section 18.4. Lien:

(a) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against each Unit Owner from the time the assessment or fine becomes delinquent. Unless the Declaration otherwise provides, fees, charges, late charges, fines and interest charged pursuant to subdivisions 10, 11 and 12 of Subsection (a) of 47-244' of the Act are enforceable as assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this section is prior to all other liens and encumbrances on a Unit except (1) liens and encumbrances recorded before the recordation of the Declaration, (2) a first or second mortgage on the Unit recorded before the date on which the assessment sought to be enforced became delinquent, and (3) liens for real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all Security Interest described in subdivision (2) of this subsection the extent of the Common Expense based on the periodic budget adopted by the Association pursuant to Subsection (a) of Section 47-257 which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest in subdivision (2) of this subsection. This subsection does not affect the priority of mechanics, materialmen's liens, or the priority of liens for other assessments made by the Association.

(c) Unless the Declaration otherwise provides, if two or more Associations have liens for assessments created at any time on the same property those liens have equal priority.

(d) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this section is required.

(e) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two years after the full amount of the assessments become due; provided, that if an owner of a Unit subject to a lien under this section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(f) This section does not prohibit actions to recover sums for which subsection (a) of this section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

(g) A judgment or decree in any action brought under this section shall include costs and reasonable attorney's fees for the prevailing party.

(h) The Association's lien may be foreclosed in like manner as a mortgage on real property.

(i) No Unit Owner may exempt himself from liability for payment of the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which the assessment are made.

(j) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner pursuant to Section 52-504 to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The Court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's common expense assessments based on a periodic budget adopted by the Association pursuant to Subsection (a) of Section 47-257.

(k) The statutory lien for assessments granted by this section shall be treated as a tax lien for purposes of determining whether a security interest held by a savings bank is a first lien under Section 36-99 (1)(d)(1).

(l) If a holder of a first or second security interest on a Unit forecloses that security interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale other than the assessments which are prior to that Security Interest under

subsection (d) of Section 58 of the Act. Any unpaid assessments not satisfied from the proceeds of sale become common expenses from all the Unit Owners including the purchaser.

Section 18.5. Budget Adoption and Ratification: Within thirty days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen nor more than thirty days after mailing of the summary. Unless at that meeting seventy-five (75%) percent of the Unit Owners present reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

Section 18.6. Ratification of Non-Budgeted Common Expense Assessments: If the Executive Board votes to levy a common expense assessments not included in the current budget, other than one enumerated in Section 17.3 of this Declaration, in an amount greater than fifteen (15%) percent of the current annual operating budget, the Executive Board shall submit such common expense to the Unit Owners for ratification in the same manner as a budget under Section 17.5.

Section 18.7. Certificate of Payment of Common Expense Assessments: The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessment against the Unit. The statement shall be furnished within ten business days after receipt of the request and its binding on the Association, the Executive Board and every Unit Owner.

Section 18.8. Monthly Payment of Common Expenses: All common expenses assessed under Section 17.2 and 17.3 shall be due and payable monthly.

Section 18.9. Acceleration of Common Expense Assessments: In the event of a default for a period of ten (10) days with any Unit Owner in the payment of any common expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid for the pertinent fiscal year to be immediately due and payable.

Section 18.10. Commencement of Common Expense Assessments: Common expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 18.11. No Waiver of Liability for Common Expenses: No Unit Owner may exempt himself or herself from the liability for

of the common expenses by waiver of the use or enjoyment of the Common Elements or abandonment of the Unit against which the assessments are made.

Section 18.12. Liability of Unit Owners: The owner of a Unit at the time a common expense assessment of portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor entitled to the Unit unless he or she agrees to assume the obligation.

ARTICLE XIX

Right to Assign Future Income

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

ARTICLE XX

Persons and Units Subject to Documents

Section 20.1. Compliance with Documents: All Unit Owners, tenants of Units, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions are covenants running with the land and shall bind any person having at any time any interest or estate in such Unit.

Section 20.2. Adoption of Rules: The Executive Board may adopt Rules regarding the use and occupancy of Units, Common Elements, and Limited Common Elements, Building Restrictions, and the activities of occupants, subject to Notice and Comment.

ARTICLE XXI

Insurance

Section 21.1. Maintaining Insurances: Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall obtain and maintain insurance as required by the Act and the Declaration to the extent reasonably available.

Section 21.2. Property Insurance.

(a) Property insurance covering:

(i) the Common Elements, including any improvements constructed on the Common Elements, pursuant to Section 47-255(a) of the Act, insuring against all risks of direct physical loss commonly insured against, exclusive of, among other exclusions, land. The master insurance policy which will be in effect at the time of the sale of the first Unit to a purchaser shall insure property and improvements that must be the Common Elements (See Schedule A-1a). The property insurance may also include personal property of the Association in an amount equal to its actual cash value.

(b) Amounts:

(i) The total amount of insurance after application of any deductibles shall be not less than one hundred (100%) percent of the current replacement value, at the time insurance is purchased and at each renewal date, exclusive of land, and other items normally excluded from property policies. The property insurance may also include personal property of the Association in an amount equal to its actual cash value.

(c) Risks Insured Against:

(i) The Insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

(d) Other Provisions:

(i) Insurance policies carried pursuant to Sections 21.2 shall provide that:

(I) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association;

(II) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his household;

(III) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

(IV) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(V) The insurer may not cancel or refuse to renew the policy until thirty (30) days after the notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a Certificate or Memorandum of Insurance has been issued, at its last known address.

(VI) Loss shall be adjusted with the Association.

(VII) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation, in either case to be held in Trust for each Unit Owner and such Unit Owner's mortgagee.

(VIII) The name of the insured shall be substantially as follows: "Torrington Farms Association, Inc. for the use and benefit of the individual owners." The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement costs for improvements on the Common Elements and the cost of such appraisal shall be a common expense.

Section 21.3. Liability Insurance:

(a) Liability Insurance, including medical payments insurance, in an amount determined by the Executive Board but no amount less than \$1,000,000.00 covering all occurrences commonly insured against for death, bodily injury, and property damage rising out of or in connection with the use, ownership or maintenance of the Common Elements. (See Schedule A-1a.)

(b) Other Provisions. Insurance policies carried pursuant to this Section 21.3 shall provide that:

(i) Each Unit owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association.

(ii) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his household;

(iii) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

(iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(v) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association,

each unit owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at its last known address.

(vi) The name of the insured shall be substantially as follows: "Torrington Farms Association, Inc. for the use and benefit of the individual owners."

Section 21.4. Insurance Not Reasonably Available: If the insurance described in Sections 21.2 and 21.3 is not reasonably available, the Association promptly shall cause notice of that fact to be hand-delivered or sent postage prepaid by United States mail to all Unit Owners.

Section 21.5. Unit Owner Policies: An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his own benefit.

Section 21.6. Workers' Compensation Insurance: The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

Section 21.7. Directors' and Officers' Liability Insurance: The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 21.8. Other Insurance: the Executive Board is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate. However, the Executive Board shall obtain a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation.

Section 21.9. Premiums: Insurance premiums shall be a common expense.

Section 21.10. Fidelity Bonds. A blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three months' assessments plus reserve funds. The bond shall include a provision that calls for thirty (30) days written notice to the Association, to each holder of a Security Interest in a Unit and to each servicer that services a FNMA-owned or FHLMC owned

mortgage on a Unit before the bond can be cancelled or substantially modified for any reason; except that if cancellation is for nonpayment of premiums, only ten (10) days' notice shall be required.

ARTICLE XXII

Damage To Or Destruction Of Property

Torrington Farms shall be governed by Section 47-255 of the Act in this respect.

ARTICLE XXIII

Rights to Notice and Comment; Notice and Hearing

Section 23.1. Right to Notice and Comment: Before the Executive Board amends the By-Laws or the rules, and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address or as appears in the records of the Association, or by publications routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 23.2. Right to Notice and Hearing: Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 23.3. Appeals: Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of person other than the Executive Board by filing

a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXIV

Executive Board

Section 24.1. Minutes of Executive Board Meetings: Executive Board shall permit any Unit Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall be available for inspection within fifteen (15) days after any such meeting.

Section 24.2. Powers and Duties: The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws, or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, Rules and Regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;

(j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 47-254 of the Act;

(k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;

(l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Section 47-221 of the Act, and for services provided to Unit Owners and for fees incurred as a result of the Association's membership in Tarringford Farms Master Association, Inc.;

(m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, and the Bylaws, Rules and Regulations of the Association;

(n) Impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 47-270 of the Act or statements of unpaid assessments;

(o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;

(p) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(q) Exercise any other powers conferred by this Declaration or the Bylaws;

(r) Exercise any other powers conferred by this Declaration or the Bylaws, including the powers to enforce the restrictions as contained in Article X.

(s) Exercise any other powers necessary and proper for the governance and operation of the Association; and

(t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be

appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 24.3. Executive Board Limitations: The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community or to elect members of the Executive Board or to determine the qualifications, powers and duties, or terms of office of Executive Board members but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE XXV

Condemnation

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

ARTICLE XXVI

Open Meetings

Section 26.1. Access: All meeting of the Executive Board, at which action is to be taken by vote at such meeting shall be open to the Unit Owners.

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

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

(a) No action is taken at the executive session requiring the affirmative vote of Directors; or

(b) The action taken at the executive session involves personnel, pending litigation, or enforcement actions.

ARTICLE XXVII

Miscellaneous

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

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

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

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

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

Section 27.6. Execution of Documents: The President or secretary of the association are responsible for preparing, executing, filing, and recording amendments to any Documents.

