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DECLARATION OF
BROOKFIELD HOMEOWNERS' ASSOCIATION, INC.
SEYMOUR, CONNECTICUT

Attachments

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**DECLARATION
BROOKFIELD HOMEOWNERS' ASSOCIATION, INC.
SEYMOUR, CONNECTICUT**

Seymour Park, Incorporated, a Connecticut corporation, with an office at 160 Shelton Road, Monroe, Connecticut, the owner of the real property in the Town of Seymour, Connecticut, described in Schedule A-1, does hereby DECLARE:

**ARTICLE I
Submission Of Property**

Section 1.1 – Submission

Declarant submits the Property in the Town of Seymour, Connecticut, described in Schedule A-1 to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, for the purpose of creating and making the Improvements shown on said maps.

Section 1.2 - Statutory Quotations

Clauses and sections in italics (underlined) are quotes from the statutory language of the Common Interest Ownership Act. Such language will be amended if the statute is amended to apply to this Common Interest Community without consent of the Association.

**ARTICLE II
Definitions**

In the Common Interest Community Instruments, the following words and phrases mean:

Section 2.1 – Act

The Common Interest Ownership Act, Sections 47-200 through 47-293, of the Connecticut General Statutes, as it may be amended to apply to this Common Interest Community.

Section 2.2 - Allocated Interests

The common expense liability and votes in the association allocated to the Units in the Common Interest Community. The Allocated Interests are described in Article IX of the Declaration and shown on Schedule A-2.

Brookfield Homeowners Association, Inc., a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to Section 47-243 of the Act.

Section 2.4 – Bylaws

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

Section 2.5 - Common Elements

All portions of the common interest community other than the units, including easements in favor of Association and other interests in real property for the benefit of unit owners which are subject to the declaration.

Section 2.6 - Common Expenses

- (a) Expenses of administration, maintenance, repair, or replacement of the Common Elements;
- (b) Expenses declared to be Common Expenses by the Instruments or by the Act;
- (c) Expenses agreed upon as Common Expenses by the Association; and
- (d) Such reasonable 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.

In addition, costs and expenses imposed on the Association, benefiting fewer than all the Units, shall be a Common Expense but assessed exclusively against those Units benefited. If sales or service tax is imposed upon assessments against fewer than all the Units because they are not owner-occupied or otherwise, such tax shall be paid as a Common Expense Assessment and collected exclusively from such Units against which such imposition is levied as an additional Common Expense Assessment.

Section 2.7 - Common Expense Assessments

The funds required to be paid by each Unit Owner in payment of his Common Expense liability.

Section 2.8 - Common Interest Community

The real property described in Schedule A-1, subject to the Declaration.

Section 2.9 - Declarant

Seymour Park, Incorporated, or its successor, as defined in Section 47-202(12) of the Act.

Section 2.10 - Declaration

This document, including any amendments.

Section 2.11 - Director

A member of the Executive Board.

Section 2.12 - Eligible Insurer

An insurer or guarantor of a first Security Interest in a Unit that has notified the Association in writing of the Eligible Insurer's name and address and that it has insured or guaranteed a first Security Interest in a Unit and that the Association notify it on any proposed action requiring the consent of a specified percentage of Eligible Mortgagees. Such notice will be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article XVIII.

Section 2.13 - [LEFT BLANK]

Section 2.14 - Executive Board

The Board of Directors of the Association pursuant to Section 33-447 of the Connecticut General Statutes. The Board acts only as a group. Its activities are administered by the officers in performing their authorized functions.

Section 2.15 - [LEFT BLANK]

Section 2.16 - Home Site or Lot

A "Unit" as defined in Section 47-202(31) of the Act and in this Declaration and designated as a Lot on the map.

Section 2.17 - Instruments

The Declaration and Survey recorded and filed pursuant to the provisions of the Act and the Bylaws. Any Exhibit, Schedule, or certification accompanying an Instrument is a part of that Instrument.

Section 2.18 - Limited Common Elements

A portion of the common elements allocated by the declaration or by operation of subsection (2) or (4) of section 47-221 of the Act for the exclusive use of one or more but fewer than all of the units. The

Limited Common Elements in this Common Interest Community are described in Article VI of this Declaration.

Section 2.19 - Majority or Majority of Unit Owners

The owners of more than 50% of the Votes in the Association. The majority of the Executive Board or a committee shall be based upon one Vote per person holding the office.

Section 2.20 - Manager

A Person, firm, or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 2.21 - 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. These provisions are set forth in Section 24.1 of this Declaration.

Section 2.22 - Notice and Hearing

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 be heard thereon. These provisions are set forth in Section 24.2 of this Declaration.

Section 2.23 - Person

An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, limited liability company, limited liability partnership, trust with authorization, or other legal or commercial entity. that can own real estate.

Section 2.24 - Property

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

Section 2.25 - Rules

Regulations for the use of Common Elements and for the use of Units when the use affects the Common Elements and for the conduct of Persons within the Common Interest Community adopted by the Executive Board pursuant to this Declaration.

Section 2.26 – [LEFT BLANK]

Section 2.27 - Survey and Plan

The map of record as it may be amended from time to time.

Section 2.28 - Trustee

Section 2.29 - Unit

A physical portion of the common interest community designated for separate ownership or occupancy, the boundaries of which are described in Section 5.2 of this Declaration. All Units in Brookfield Homeowners' Association, Inc.

Section 2.30 - Unit Owner

A Declarant or other person who owns a unit.

Section 2.31 - Votes

The votes allocated to each Unit as shown on Schedule A-2. Any specified percentage, portion, or fraction of Unit Owners, unless otherwise stated in the Instruments, means the specified percentage, portion, or fraction in the aggregate of such portion of Votes. No votes allocated to a Unit owned by the Association may be cast. Votes in the Executive Board, Council, or a committee shall be on a basis of one vote per person holding the office. Votes may be cast by written consent to corporate action, by proxy, by voting at a meeting, or by absentee written ballot.

ARTICLE III

Name and Type of Common Interest Community and Association

Section 3.1 - Association

The name of the Association is the Brookfield Homeowners' Association, Inc. It is a non-stock corporation organized under the laws of the State of Connecticut.

ARTICLE IV

Description of Property

The legal description of the property is found in Schedule A-1.

ARTICLE V

Maximum Number of Units

Section 5.1 - Number of Units

There will be 94 lots

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Section 5.2 - Boundaries

The boundaries are set forth in the map of record.

ARTICLE VI Limited Common Elements

Section 6.1 - Limited Common Elements

The following portions of the Common Elements assigned to the Lots as stated:

- (a) The portion of the conservation easement that is within the boundaries of each lot.

Section 6.2 - Expenses Allocated to Lot Owners

Any expense associated with the maintenance, repair, or replacement of trees or the like arising from the conservation easement on a Lot owner's lot shall be paid by the Lot Owner and not by the Association and the expense therefore shall be paid by the Lot Owner and shall not be a common expense.

ARTICLE VII Maintenance, Repair and Replacement: Subsequently Allocated Limited Common Elements

Section 7.1 - Common Elements

The Association will maintain, repair, and replace all of the Common Elements, except the portions of the Limited Common Elements that are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

Section 7.2 - Units

Each Unit Owner will maintain, repair, and replace, at his own expense, all portions of his Unit, except the portions thereof to be maintained, repaired, or replaced by the Association.

Section 7.3 - Limited Common Elements

If any such Limited Common Element is appurtenant to two or more Units, the owners of those Units will be jointly responsible for such repair, maintenance or replacement except the portions to be maintained, repaired, or replaced by the Association.

Section 7.4 - Right of Access

Any Person authorized by the Executive Board will have the right of access to all portions of the Property for the purpose of performing emergency repairs or other work reasonably necessary for the proper maintenance of the Common Interest Community, and for the purpose of performing installations, tree plantings, alterations or repairs, and for the purpose of reading, repairing, and replacing utility meters and related pipes, valves, wires, and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry will be immediate, whether or not the Unit Owner is present at the time.

Section 7.5 - Repairs Resulting From Negligence

Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his failure to properly maintain, repair or make replacements to his Unit. Any portion which is not reimbursed will be a Common Expense allocated to all Unit Owners. The Association will be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements. The Executive Board may set reasonable standards for maintenance, repair and replacement. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

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 construct roads, infrastructure, sewers, storm sewers, underground utility lines, pipes, wires, ducts, conduits, and other facilities across the land. The Declarant also reserves the right to withdraw and grant easements to municipalities or 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 will be amended to include reference to the recorded easement.

Section 8.2 - Limitations on Development Rights

The Development Rights reserved in Section 8.1 are limited as follows:

(a) The Development Rights may be exercised at any time, but not more than 99 years after the recording of the initial Declaration.

(b) All Units, Common Elements and Limited Common Elements created pursuant to the Development Rights will be restricted to use in the same manner and to the same extent as the Units, Common Elements, and Limited Common Elements created under the initial Declaration.

Section 8.3 - Phasing of Development Rights

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 to:

- (a) complete improvements indicated on maps or filed with the declaration;
- (b) exercise any development right reserved in this Declaration;
- (c) maintain sales offices, management offices, signs advertising the common interest community, and units;
- (d) use easements through the common elements for the purpose of making improvements within the common interest community;
- (e) appoint or remove any officer of the association or any executive board member during any period of Declarant control, subject to the provisions of subsection 8.10(a) of this Declaration.

Section 8.5 – [LEFT BLANK INTENTIONALLY]

Section 8.6 - Construction; Declarant's Easement

The Declarant reserves the right to perform warranty work, repairs, and construction work; to store materials in secure areas in Units and Common Elements; and to control all such work and repairs and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the common elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising special Declarant rights, whether arising under the Act or reserved in the declaration. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners, or upland owners to fulfill the plan of development and the right to withdraw and convey fee interest in the Improvements within the easements.

Section 8.7 - Signs and Marketing

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

Section 8.8 - Association or Executive Board Actions

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the period of Declarant control, 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, be approved by the Declarant before they become effective.

Section 8.9 - 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 premises that has not been represented as property of the Association. The Declarant reserves the right to remove, within one year 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 8.10 - Declarant Control of the Association

(a) Subject to subsection (b): There will be a period of Declarant control of the Association, during which a Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board. The period of Declarant control terminates on the conveyance of the last Unit. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the executive board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the association or Executive Board be approved by Declarant before they become effective.

(b) Except as otherwise provided in subsection 8.10(a), 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.

(c) 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 8.11 - Limitations on Special Declarant Rights

Unless terminated earlier by a recorded Instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant so long as the Declarant is obligated under any warranty or obligation, owns any Units or land subject to Special Declarant Rights, or any Security Interest on any Units, or for 99 years after recording the Declaration, whichever is sooner. Earlier termination of certain rights may occur by statute. Additional limitations occur in Article XVIII.

Section 8.12 - Limitation on Association Action

The Association may not take any action that would interfere with the Special Declarant Rights.

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 as it may be amended from time to time. These interests have been allocated in accordance with the formulas set out in this Article. The same formulas are to be used in reallocating interests if Units are added to the Common Interest Community.

Section 9.2 - Formulas for the Allocation of Interests

The interests allocated to each existing Unit have been calculated by the following formulas:

(a) Liability for the Common Expenses. The fraction or the percentage of Common Expenses allocated to each Unit, based on one share to each Home Site. If an additional Unit is created by the Declarant, the denominator of the fraction will be increased to equal the total number of Unit shares declared.

Nothing contained in this subsection will prohibit certain Common Expenses from being apportioned to particular Units as described in Article XIX of the Declaration.

(b) Votes. Each Unit in the Common Interest Community will have one Vote. The number of Units added will determine the maximum change in each Unit's share of the liability of Common Expenses and of the voting power to the Common Interest Community.

ARTICLE X Restrictions on Use, Occupancy or Alienation

Section 10.1 - Use Restrictions

(a) Each unit is restricted to its residential use as a single family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shopping,

trash or storage. By regulation the association may provide additional restrictions and definitions of single family residence.

(b) Garages are restricted to use by the Unit Owners as storage and as a parking space for vehicles. By regulation the Association may provide additional restrictions with respect to type restrictions and permitted uses within the Garages and Carports.

(c) Nothing may be done or kept in any Unit that will increase the rate of insurance of the buildings, or the contents thereof, beyond the rates applicable for residential apartments without prior written consent of the Executive Board. No Unit Owner may permit anything to be done or kept in his Unit that will result in the cancellation of insurance on any of the buildings, or the contents thereof, or that would be in violation of any law.

(d) All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof will be observed. Each Unit Owner will be obligated to maintain his own Unit and keep it in good order and repair.

(e) Notwithstanding any of the provisions of this Section, as long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives, and employees may use any Unit owned by the Declarant or any portion of the Common Elements as a model Unit or sales office. The Declarant may enter the Unit to complete construction and perform warranty work. The Declarant may also enter into short-term leases on a day-to-day basis as a part of providing temporary occupancy to purchasers prior to closing. The Declarant may also maintain management offices, signs, and displays advertising the Common Interest Community.

Section 10.2 - Occupancy Restrictions

Home Sites will be restricted by the following occupancy restrictions. These restrictions may be amended by a vote of 67% of the Unit Owners. The following occupancy restrictions will apply to the exterior portion of the Property outside of any building on a Home Site and within the Home Site:

(a) Except for those activities that are conducted as a part of the marketing and construction that the Declarant is obligated to complete pursuant to reservations of its easement pursuant to Section 47-235 of the Act and the use for sales purposes reserved pursuant to Section 47-234 of the Act and the construction and development program of the Successor Declarant under such reservation, no industry, business, trade or commercial activities, other than home professional pursuits, employees, public visits or non-residential storage, mail, or other uses of a Unit shall be conducted, maintained, or permitted. A single project "For Sale" sign, not exceeding the area permitted for builders under the Seymour Zoning Regulations, advertising Home Sites on which construction is being undertaken, after the issuance of the initial building permit, and until one year following the issuance of the final initial certificate of occupancy for the new building on a Home Site, may be posted at the entrance of the community, and a sign not exceeding 12 square feet in area may be posted on each Home Site on which construction is being undertaken for such period.

(b) No storage of trash will be permitted within or outside of any building in such a manner as to promote the spread of fire or encouragement of vermin.

(c) Except for Home Sites on which initial construction is progressing by the Home site Owner, and following the issuance of the initial certificate of occupancy for a building within a Home Site, no alterations, additions, or improvements may be made in the exterior surface or outside of the buildings without the prior consent of the Declarant pursuant to the Declarations and Covenants which have been recorded and thereafter, the Executive Board, or such committee established by the Executive Board having Jurisdiction over such matters, if any, pursuant to Section 13.3 of this Revised and Amended Declaration.

(d) Unit Owners shall comply with and conform to all applicable laws and regulations of the states and of the State of Connecticut, and all ordinances, rules and regulations of the Town of Seymour. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

(e) In the event any sales or service tax is imposed upon a Unit that is not owner-occupied or that is otherwise not imposed equally on all Unit Owners, the landlord or other Unit Owner will pay such tax through the Association as an additional Common Expense Assessment. The Association may require certificates of status from Unit Owners in order to enforce and determine applicability of such impositions.

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

(g) Single families shall be defined as a group of individuals living together as a single, non-commercial, non-profit household, cooking and eating together with a common kitchen and dining area. The following forms of occupancy are prohibited: single family residences containing three or more individuals who may or may not be unrelated, who are: (a) supervised under an institutional or governmental program related to a mental illness, handicap, or mental retardation that, by its character or activities, would impose additional supervision, security, administration, or insurance burdens on the Association; or (b) persons in transition from incarceration. Nothing shall prohibit the unsupervised ownership, occupancy, or other accommodation of persons by virtue of their mental retardation, handicap, or familial status as defined by the federal Fair Housing Act.

Section 10.3 - Restraints on Alienation

Any Unit may not be leased or rented for a term of not less than 7 days. All leases and rental agreements shall be in writing.

The following restraints on alienation apply to all Units. Pursuant to Section 47-236 of the Act and Section 15.1 of the Declaration, the restraints on alienation under this subsection and the subsequent subsection may be amended by a vote of the Unit Owners to which sixty-seven percent of the Votes of the Association are allocated. The lease restriction to this paragraph may be modified by the association to the extent the modifications are reasonably designed to meet the underwriting requirements of institutional

lenders to regulate purchase or insure first mortgages on units in common interest communities pursuant to section 10.1(g) above:

(a) A Unit may not be conveyed pursuant to a time-sharing plan as defined in Section 47-202 (30) of the Connecticut Statutes.

(b) All leases must be in writing and filed with the Association and subject to the requirement of the Documents and the association. Failure to so file will permit the Association to bring summary process against the tenant, as a default in the lease, in the name of its landlord.

Section 10.4 - Restrictions on the Amount for Which Any Unit May be Sold or on the Amount that May be Received

(a) There is no restriction in this Declaration on the amount for which any Unit may be sold or otherwise transferred. Individual Units may be restricted by separate covenant as to reselling price.

Section 10.5 - Association Right to Exercise Unit Owner's Landlord Rights

The Association will have the right and power to exercise the landlord's rights of summary process against any tenant of a Unit Owner who violates the restrictions of the Instruments, provided the landlord has received Notice and Hearing, and is given a reasonable opportunity to cure the violation following the hearing.

ARTICLE XI Easements, Licenses, and Other Encumbrances

All 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 VIII of this Declaration. Other encumbrances that the Common Interest Community will be subject to upon recording of the Declaration and subsequent amendments thereto are also included in the then current Schedule A-1.

ARTICLE XII Reallocation and Allocation of Limited Common Elements

Section 12.1 - Reallocation of Depicted Limited Common Elements

No limited common element depicted on the Survey may be reallocated except by an amendment to the Declaration executed by the unit owners between or among whose units the reallocation is made. The persons executing the amendment shall provide a copy thereof to the association, which shall record it. The amendment shall be recorded in the names of the parties and the common interest community.

Section 12.2 - Allocation of Limited Common Elements Not Previously Allocated

A common element not previously allocated as a limited common element may be so allocated only pursuant to provisions in Article VI of the declaration ... The allocations shall be made by amendments to the declaration, specifying to which Unit or Units the Limited Common Element is allocated.

ARTICLE XIII

Additions, Alterations, and Improvements

Section 13.1 - Additions, Alterations, and Improvements of Home Sites

(a) Home Sites with buildings under construction pursuant to the initial building permit issued by the Building Official of the Town of Seymour, may be continued under construction until the issuance of an initial, final certificate of occupancy, without interference or entrance by the Association. Construction equipment and materials may be stored on a Home Site. The builder will remain properly insured and will hold the Association harmless from any loss, claim, or damage occasioned by its construction activity within the Home Site and obtaining access to the Home Site over the easement reserved to the Declarant pursuant to the Act §47-235. Once a building permit is issued, the Declarant and any other person is obligated to diligently pursue construction of the building for which the building permit was issued until the building is substantially completed, allowing for reasonable interruption for acts of God, labor stoppages, inability to obtain materials, and awaiting selection of optional extras and decorating options by purchasers.

(b) After the issuance of the initial, final certificate of occupancy for a building within a Home Site, no alterations, additions, or improvements may be made in the exterior surface or outside of the buildings without the prior consent of the Declarant pursuant to the Declarations and Covenants which have been recorded and thereafter, the Executive Board or such Architectural Control Committee established by the Executive Board having Jurisdiction over such matters, if any.

Section 13.2 - Application to Declarant

The provisions of this Article will not apply to the Declarant in the exercise of any Special Declarant Right.

ARTICLE XIV

Relocation of Boundaries Between Adjoining Units

Section 14.1 - Application and Amendment

Subject to approval of any structural changes pursuant to Article XIII, the boundaries between adjoining Units may be relocated by an amendment to the declaration on application to the Association by the owners of those Units. If the owners of the adjoining Units have specified a reallocation between their units of their allocated interests, the application shall state the proposed reallocations. Unless the executive board determines, within thirty days after receipt of the application, that the reallocations are

unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the units involved, states the reallocations and indicates the association's consent. The amendment shall be executed by those Unit owners, contain words of conveyance between them, and the approval of any Eligible Mortgagees holding Security Interests in the attached Units will be endorsed thereon. On recordation, the Amendment will be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the association.

Section 14.2 - Recording Amendments

The Association shall prepare and record surveys or plans necessary to show the altered boundaries between adjoining units, and their dimensions and identifying numbers.

The applicants will pay for the costs of preparation of the amendment and its recording, and the reasonable consultant fees of the Association if it is deemed necessary by the Executive Board to employ a consultant.

ARTICLE XV Amendments to Declaration

Section 15.1 - In General

Except as prohibited below and except for the provisions of Subsection 10.2 hereof, the Declaration, including any surveys, 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 and if any amendment is to take effect within five years from the date hereof, any such amendment must be approved in writing by the Declarant.

Section 15.2 - Limitation of Challenges

No action to challenge the validity of an amendment adopted by the association pursuant to this section may be brought more than one year after the amendment is recorded, pursuant to Section 47-236(b) of the Act.

Section 15.3 - Recordation of Amendments

Every amendment to the declaration shall be recorded in every town in which any portion of the common interest community is located and is effective only on recordation. An amendment, except an amendment pursuant to Article XIV of this Declaration shall be indexed in the grantee's index in the name of the common interest community and the association and in the grantor's index in the name of the parties executing the amendment.

Section 15.4 - When Unanimous Consent Required

Except to the extent expressly permitted or required by other provisions of the Act and the Declaration, no amendment may create or increase special Declarant rights, increase the number of units, or the uses to which any unit is restricted, in the absence of unanimous consent of the unit owners or as otherwise provided in the Act. The uses to which Units are restricted, and which are subject to this section, are found in Section 10.1 of this Declaration.

Section 15.5 - Execution of Amendments

Amendments to the declaration required by the Act to be recorded by the Association shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the association designated for that purpose or in the absence of designation, by the president of the Association.

Section 15.6 - Special Declarant Rights

Provisions in the declaration creating special Declarant rights may not be amended without the consent of the Declarant.

Section 15.7 - Consent of Holders of Security Interests

Amendments are subject to the consent requirements of Article XVIII.

ARTICLE XVI
Amendments to Bylaws

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

ARTICLE XVII
Termination

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

ARTICLE XVIII

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ARTICLE XIX
Assessment and Collection of Common Expenses

Section 19.1 - Apportionment of Common Expenses

Except as provided in Section 19.2, all common expenses shall be assessed against all the units in accordance with their percentage interest in the Common Expenses, as shown on Schedule A-2.

Section 19.2 - Limitation on Common Expenses

It is the intent of the Declarant to minimize the amount of Common Expenses assessed to the Units for purposes of being exempt from issuing a public offering statement.

Section 19.3 - Common Expenses Attributable to Fewer than all Units

(a) Any common expense associated with the maintenance, repair or replacement of a limited common element shall be assessed against the Units to which that limited common element expense is assigned pursuant to Section 6.2. If any such Limited Common Element expense is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element will be assessed equally among the Units to which it is assigned (or any other proportion if required).

(b) Any common expense or portion thereof imposed on the Association, benefiting fewer than all the Units shall be assessed exclusively against the Units benefited. If a sales or service tax is imposed on assessments against fewer than all the Units because they are not owner-occupied or otherwise, such tax shall be collected as an additional Common Expense Assessment exclusively from such Units against whom such imposition is levied. The deductible provisions of the Association's casualty insurance may be specially assessed against the Unit Owners who are directly benefited by the repair or restoration of their Units up to the actual cost of such repair or restoration and in proportion to their allocated interests in the common expenses if such amount is allocated to more than one Unit.

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

(d) Any insurance premium increase attributable to a particular Unit, by virtue of additional risk caused by activities in or construction of the Unit, will be assessed against that Unit.

(e) Assessments to pay a judgment against the Association may be made only against the units in the common interest community at the time the judgment was rendered, in proportion to their common expense liabilities.

(f) If any common expense is caused by the misconduct of any Unit owner, the Association may, after notice and hearing, assess that expense exclusively against his Unit.

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

(h) In any action brought by the Association to foreclose a lien against a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his

Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the rent and all costs incurred in the collection of rental funds, the rent to accrue from the date that the foreclosure decree becomes final until the plaintiff in such foreclosure action regains possession from the Unit Owner. The costs of the receiver shall be an additional Common Expense Assessment assessed against the affected Unit.

Section 19.4 - Lien

(a) The association has a statutory lien on a unit for any assessment levied against that unit or fines imposed against its unit owner from the time the assessment or fine becomes delinquent. . . . Fees, charges, late charges, fines and interest charged pursuant to 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 security interest 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 interests described in subdivision (2) of this subsection to the extent of the common expense assessments based on the periodic budget adopted by the association pursuant to Section 19.4 of this Article which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce either the association's lien or a security interest described in subdivision (2) of this subsection. This subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the association.

(c) Recording of 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.

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

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

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

(g) The association on written request shall furnish to a unit owner a statement in recordable form setting forth the amount of unpaid assessments against the unit. The statement shall be furnished

within ten business days after receipt of the request and is binding on the association, the executive board and every unit owner.

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

(i) 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 of the Connecticut General Statutes to collect all sums alleged to be due from that unit owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the association during the pendency of the action to the extent of the association's common expense assessments based on a periodic budget adopted by the association pursuant to Section 19.4 of this Declaration.

(j) 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 19.3(b). Any unpaid assessments not satisfied from the proceeds of sale become common expenses collectible from all the unit owners, including the purchaser.

(k) 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 assessments are made.

(l) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

Section 19.5 - Budget Adoption and Ratification

Within thirty 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 three-fourths of the unit owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the unit owners shall be continued until such time as the unit owners ratify a subsequent budget proposed by the executive board.

Section 19.6 - Ratification of Nonbudgeted Assessments

If the Executive Board votes to levy a Common Expense Assessment not included in the annual operating budget ratified pursuant to Section 19.4 and not included in the amounts to be assessed under Section 47-257(c), (d), and (e) of the Act, in an amount greater than fifteen (15%) percent of the current annual operating budget, the Executive Board will submit the special assessment to the Unit Owners for ratification. The special assessment will be ratified in the same manner that a budget is ratified as described in Section 19.4.

Section 19.7 - Certificate of Payment of Common Expense Assessments

The association on written request shall furnish to a unit owner a statement in recordable form setting forth the amount of unpaid assessments against the unit. The statement shall be furnished within ten business days after receipt of the request and is binding on the association, the executive board and every unit owner.

Section 19.8 - Establishment and Payment of Common Expense Assessments

All Common Expense Assessments assessed under Sections 19.1 and 19.2 will be due and payable yearly or such other term of payment with such discounts for early payments as determined by the Executive Board. Common Expense Assessments shall not be increased during the period of Declarant control without consent of all Unit owners.

Section 19.9 - Acceleration of Common Expense Assessments

In the event of default for a period of ten (10) days by any Unit Owner in the property of Common Expense Assessment levied against his Unit, the Executive Board will have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 19.10 - Commencement of Common Expense Assessments

Common Expense Assessments will begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs. Until that time all Common Expenses will be paid by the Declarant.

Section 19.11 - Personal Liability of Unit Owners

The owner of a Unit at the time a Common Expense Assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment will not pass to a successor in title to the Unit unless he agrees to assume the obligation.

ARTICLE XX

Right to Assign Future Income

Upon an affirmative Majority Vote of the Unit Owners in attendance at a meeting at which a quorum is present, the Association may assign its future income, including its right to receive Common Expense Assessments.

ARTICLE XXI

Persons and Units Subject to Instruments

All Unit Owners, Tenants, mortgages, and occupants of Units will comply with the Instruments. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the occupancy of a Unit constitutes agreement that the provisions of the Instruments are accepted and ratified by such Unit Owner, tenant, mortgagee, or occupant, and all such provisions are covenants running with the land and will bind any Persons having at any time any interest or estate in such Unit.

Section 21.2 - Adoption of Rules

To the extent permitted by law, the Executive Board may adopt Rules regarding the use and occupancy of Common Elements and of Units which affect the use and enjoyment of Common Elements, Limited Common Elements, and the activities of occupants, subject to Notice and Comment.

ARTICLE XXII Insurance

Section 22.1 - Coverage

To the extent reasonably available, the Executive Board will obtain and maintain insurance coverage as set forth in Sections 22.2, 22.3, and 22.4 of this Article. If such insurance is not reasonably available and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board will cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

Section 22.2 - Property Insurance

Property insurance will be maintained covering: (i) the insurable facilities within the Common Elements (which term means all fixtures, equipment, and any Improvements and betterments, but excluding land, excavations, portions of foundations below the surface of the land, underground pilings, piers, pipes, flues and drains, and other items normally excluded from property policies, and (ii) all personal property owned by the Association.

(a) Amounts. The Association shall maintain insurance in the following amounts: i) the insurable facilities for an amount equal to 100% of their replacement cost at the time the insurance is purchased and at each renewal date ii) personal property owned by the Association for an amount equal to its actual cash value, and iii) subject to deductibles, but the maximum deductible permitted will be the lesser of \$1,000 or 1% of the policy face amount.

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

(c) Other Provisions. Insurance policies required by this Section will provide that:

- (i) the insurer waives its rights to subrogation under the policy against any unit owner or member of his household;
- (ii) 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;
- (iii) if, at the time of a loss under the policy, there is other insurance in the name of a unit owner covering the same risk covered by the policy, the association's policy provides primary insurance;
- (iv) loss shall be adjusted with the association;
- (v) insurance proceeds will be paid to any insurance Trustee designated in the policy for that purpose and in the absence of such designation to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee;
- (vi) the insurer may not cancel or refuse to renew the policy until thirty days after notice of the proposed cancellation or nonrenewal has been mailed to the association, each unit owner and each holder of a security interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses;
- (vii) the name of the insured will be substantially as follows: "Association of Owners for the use and benefit of the individual owners."

Section 22.3 - Liability Insurance

Liability insurance, including medical insurance, will be maintained in an amount determined by the Executive Board, but in no event less than \$2,000,000, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements.

- (a) Other Provisions. Insurance policies carried pursuant to this Section will 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) the insurer may not cancel or refuse to renew the policy until thirty days after notice of the proposed cancellation or nonrenewal has been mailed to the association, each unit owner and each

holder of a security interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

Section 22.4 - Fidelity Insurance

The Association shall maintain fidelity insurance 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 insurance will name the Association as obligee and will cover the maximum funds that will be in the custody of the Association or its 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 insurance will include a provision that requires thirty (30) days' written notice to the Association, to each mortgagee of a Unit, and to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Unit before the insurance can be canceled or substantially modified for any reason; however, if cancellation is for non-payment of premium, only ten (10) days' notice will be required.

Section 22.5 - Unit Owner Policies

An insurance policy issued to the Association does not preclude a Unit Owner from obtaining insurance for his own benefit. The insurance coverage maintained by the Association does not insure the Unit Owner's home or other improvements within the Home Site. Each Home Site Owner will carry homeowners' insurance in the form and kind required by lenders on residential homes of its type in Connecticut.

Section 22.6 - Workers' Compensation Insurance

The Executive Board will, if required, obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

Section 22.7 - Directors' and Officers' Liability Insurance

The Executive Board will obtain and maintain directors' and officers' liability insurance, if reasonably available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 22.8 - Other Insurance

The Association may carry any other insurance that the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 22.9 - Premiums

Insurance premiums will be a Common Expense.

ARTICLE XXIII
Damage to or Destruction of Property

Section 23.1 - Duty to Restore

Any portion of the Common Interest Community for which insurance is required under Section 47-255 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association unless:

- (a) the common interest community is terminated;
- (b) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or
- (c) eighty percent of the unit owners, including every owner of a unit or assigned limited common element that will not be rebuilt, vote not to rebuild.

Section 23.2 - Cost

The cost of repair or replacement in excess of insurance proceeds... will be a common expense. The cost of deductibles attributed to losses or damage within a Unit may be specially assessed against that Unit.

Section 23.3 - Survey

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

Section 23.4 - Replacement of Less than Entire Property

If the entire common interest community is not repaired or replaced:

- (a) the insurance proceeds attributable to the damaged common elements shall be used to restore the damaged area to a condition compatible with the remainder of the common interest community;
- (b) except to the extent that other persons will be distributees, (i) the insurance proceeds attributable to units and limited common elements that are not rebuilt shall be distributed to the owners of those units and the owners of the units to which those limited common elements were allocated, or to lien holders, as their interests may appear, and (ii) the remainder of the proceeds shall be distributed to all the

unit owners or lien holders, as their interests may appear, in proportion to the common expense liabilities of all the units;

(c) If the unit owners vote not to rebuild any unit, that unit's allocated interests are automatically reallocated on the vote as if the unit had been condemned under subsection (a) of section 47-206 of the Act, and the association promptly shall prepare, execute and record an amendment to the declaration reflecting the reallocations.

Section 23.5 - Insurance Proceeds

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

Section 23.6 - Certificates by the Executive Board

A Trustee, if one is appointed under the provisions of Section 22.2(c)(5), may rely on the following certifications in writing made by the Executive Board:

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

Section 23.7 - Certificates by Attorneys

If payments are to be made to Unit Owners or mortgagees, the Executive Board and the Trustee, if any, will obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the land records of the town from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

Section 23.8 - Damage or Casualty Loss to Buildings and Improvements Within Home Sites

In the event that any buildings or improvements located within a Home Site are damaged or destroyed by fire or other casualty, the Unit Owner shall be responsible for the repair or reconstruction of the buildings or their removal, covering with soil and loam and reseeding to grass. In the event the Unit Owner does not commence the repair or reconstruction in a timely manner or the removal of the damaged buildings or the damage to the building creates a safety hazard, as determined by the Executive Board, then the Executive Board may immediately take whatever action is necessary to secure the building and

remove the hazardous condition and grade to cover and loam the site to the above condition. The Unit Owner will be assessed for the cost of taking such action as a special common expense assessment.

ARTICLE XXIV

Rights to Notice and Comment; Notice and Hearing

Section 24.1 - Right to Notice and Comment

Before the Executive Board amends the Bylaws or the Rules, as otherwise required by the Instruments 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 will be given to each Unit Owner in writing and will be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication that is routinely circulated to all Unit Owners. The notice will be given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 24.2 - Right to Notice and Hearing

Whenever the Instruments require that an action be taken after "Notice and Hearing," the following procedure will be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the Manager, etc.) will 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 will include a general statement of the proposed action and the date, time, and place of the hearing. At the hearing, the affected Person will 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 will be duly considered in making the decision but will not be binding. The affected Person will be notified of the decision in the same manner in which notice of the hearing was given.

Section 24.3 - Appeals

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

ARTICLE XXV

Executive Board

Section 25.1 - Minutes of Executive Board Meetings

The Executive Board will permit any Unit Owner to inspect the minutes of any Executive Board meeting during normal business hours. The minutes will be available for inspection within fifteen (15) days after any such meeting.

Section 25.2 - Powers and Duties

The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, the Bylaws, or the Act. A director shall discharge his duties as a director, including his duties as a member of a committee (1) in good faith; (2) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (3) in a manner he reasonably believes to be in the best interest of the corporation. A director shall be insulated from liability and indemnified as provided by the Non-stock Corporations Act of the State of Connecticut. In the performance of their duties, the officers and members of the Executive Board are fiduciaries and are subject to the insulation from liability of the State of Connecticut Corporation Laws. The members of the Executive Board are required to exercise the ordinary and reasonable care of directors of a corporation, subject to the business judgment rule. If appointed by the Declarant, their fiduciary duties and standards of care to Unit Owners are those of a director of a stock corporation to its shareholders. The Executive Board will 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 that will include, but not be limited to, the following:

(a) Except as provided in subsection (b) of this section, and subject to the provisions of the Declaration, the Association may:

- (i) Adopt and amend bylaws and rules and regulations;
- (ii) Adopt and amend budgets for revenues, expenditures and reserves and collect; assessments for common expenses from unit owners;
- (iii) Hire and discharge managing agents and independent contractors;
- (iv) Hire and discharge other employees, agents; other than managing agents and independent contractors;
- (v) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the common interest community;
- (vi) Make contracts and incur liabilities;
- (vii) Regulate the use, maintenance, repair, replacement and modification of common elements;
- (viii) Cause additional improvements to be made as a part of the common elements;

(ix) Acquire, hold, encumber and convey in its own name any right, title or interest to real property or personal property, but common elements in a condominium or planned community may be conveyed or subjected to a security interest only pursuant to section 47-254 of the Act;

(x) Grant easements, leases, licenses and concessions for no more than one year through or over the common elements;

(xi) Impose and receive any payments, fees or charges for the use, rental or operation of the common elements, other than limited common elements described in subsections (2) and (4) of section 47-221 of the Act, and for services provided to unit owners;

(xii) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the declaration, bylaws, rules and regulations of the association;

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

(xiv) Provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;

(xv) Assign its right to future income, including the right to receive common expense assessments, but only to the extent the declaration expressly so provides under the limitations set forth in Article XX of the Declaration;

(xvi) Exercise any other powers conferred by the declaration or bylaws;

(xvii) Exercise all other powers that may be exercised in this state by legal entities of the same type as the association;

(xviii) Exercise any other powers necessary and proper for the governance and operation of the association;

(xix) Require, by regulation, that disputes between the executive board and unit owners or between two or more unit owners regarding the common interest community must be submitted to nonbinding alternative dispute resolution in the manner described in the regulation as a prerequisite to commencement of a judicial proceeding;

(xx) By resolution, establish committees, permanent and standing, to perform any functions above as specifically delegated in the resolution establishing the committee, and also, by resolution, to dissolve committees. Any committee must maintain and publish notice of its 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; and

(xxi) Subject to the provisions of Section 19.4 of this Declaration, prepare an annual budget. The budget for regular assessments for Common Expenses and procedure for administration of the budget shall include the establishment and maintenance of an adequate (in the judgment of the Executive Board) reserve fund for the periodic maintenance, repair, and replacement of Improvements to the Common Elements and those Limited Common Elements that the Association is obligated to maintain.

(b)(1) Unless otherwise permitted by the declaration or this chapter, the Association may adopt rules and regulations that affect the use or occupancy of units that may be used for residential purposes only to:

(i) Prevent any use of a unit which violates the declaration;

(ii) Regulate any occupancy of a unit which violates the declaration or adversely affects the use and enjoyment of other units or the common elements by other unit owners; or

(iii) Restrict the leasing of residential units to the extent those rules are reasonably designed to meet first mortgage underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on units in common interest communities, provided no such restrictions shall be enforceable unless notice thereof is recorded on the land records of each town in which any part of the common interest community is located. Such notice shall be indexed in the grantor index of such land records in the name of the association.

(2) Except as provided in subdivision (1) of this subsection, the association may not regulate any use or occupancy of units.

(c) If a tenant of a unit owner violates the declaration, bylaws, or rules and regulations of the association, in addition to exercising any of its powers against the unit owner, the association may:

(i) Exercise directly against the tenant the powers described in subdivision (xii) of subsection (a) of this section;

(ii) After giving notice to the tenant and the unit owner and an opportunity to be heard, levy reasonable fines against the tenant or unit owner, or both, for the violation; and

(iii) Enforce any other rights against the tenant for the violation which the unit owner as landlord could lawfully have exercised under the lease, including any such right to bring a summary process action under chapter 832 of the Connecticut General Statutes.

(d) The rights granted under subdivision (iii) of subsection (c) of this section may only be exercised if the tenant or unit owner fails to cure the violation within ten days after the association notifies the tenant and unit owner of that violation.

(e) Unless a lease otherwise provides, this section does not:

(i) Affect rights that the unit owner has to enforce the lease or that the association has under other law; or

(ii) Permit the association to enforce a lease to which it is not a party except to the extent that there is a violation of the declaration, bylaws, or rules and regulations.

Section 25.3 - Executive Board Limitations

The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term. The Executive Board will be elected in accordance with Article VIII, Section 8.10 of this Declaration. The Executive Board may delegate powers and duties to a Manager employed by the Association, subject to limitations in the Bylaws, without relinquishing its fiduciary duties hereunder.

ARTICLE XXVI Open Meetings

Section 26.1 - Access

All meetings of the Executive Board, at which action is to be taken by vote at such meeting, will be open to the Unit Owners, except as hereafter provided. At such meetings, no persons other than Association staff, Directors, and consultants may be permitted to speak without consent of the Executive Board, the Chair, or pursuant to agenda provisions calling for such participation.

Section 26.2 - Notice

Notice of every such meeting will 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 Common Interest Community, except that such notice will not be required if an emergency situation requires that the meeting be held without delay. Failure to provide such notice will not invalidate the business of the meeting. Notwithstanding the above, the Executive Board may severally or collectively consent in writing to any action taken or to be taken by the corporation, and such action shall be as valid a corporate action as though it had been authorized at a duly noticed meeting of the Executive Board. The secretary shall file such consents with the minutes of the Executive Board.

Section 26.3 - Executive Sessions

Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit 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 purchases and contract negotiations, legal counsel, pending litigation, or enforcement actions.

Section 26.4 - Meetings of Subcommittees

Subcommittees may meet without notice and need not be open.

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 Instruments so require.

Section 27.3 - Waiver

No provision contained in the Instruments is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

Section 27.4 - Invalidity

The invalidity of any provision of the Instruments 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 will continue in full force and effect.

Section 27.5 - Conflict

The Instruments are intended to comply with the requirements of the Act and Sections 33-419 through 33-526 of the Connecticut General Statutes. In the event of any conflict between the Instruments

and the provisions of the statutes, the provisions of the statutes will control. In the event of any conflict between this Declaration and any other Instrument, this Declaration will control.


Section 27.6 - Execution of Documents

The president or secretary of the Association is responsible for preparing, executing, filing, and recording amendments to the Instruments.

In Witness Whereof, the Declarant has caused the Declaration to be executed this 10th day of May, 2001.

Signed, Sealed and Delivered
in the presence of:

SEYMOUR PARK, INCORPORATED


Michael Dean Amato


By: Chris Bargas
Chris Bargas, its President

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

SS: MONROE

May 10, 2001

Personally appeared Chris Bargas, President of Seymour Park, Incorporated, signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed and the free act and deed as said President of Seymour Park, Incorporated, before me.


MICHAEL DEAN AMATO
Commissioner of the Superior Court

DECLARATION

BROOKFIELD HOMEOWNERS' ASSOCIATION, INC.

SCHEDULE A-1

DESCRIPTION OF LAND

A parcel of land, located in the Town of Seymour, in the County of New Haven, in the State of Connecticut, on the southerly side of Botsford Road, and easterly of Davis Road, being shown on the Subdivision Map titled: "Brookfield" Seymour, CT, Scale: 1" = 100', Dated April 8, 1997 (revised through 11/01/2000) by A M Engineering, and filed on February 12, 2001 at 11:40 a.m. in the Seymour Town Clerk's office as revised by an amended subdivision map dated April 5, 2001 and recorded in the Seymour Town Clerk's office .

DECLARATION

BROOKFIELD HOMEOWNERS' ASSOCIATION, INC.

SCHEDULE A-2

TABLE OF INTERESTS

Home sites

<u>Unit No.</u>	<u>Fractional Share of Common Elements</u>	<u>Fractional Share of Common Expenses</u>	<u>Vote in the Affairs of the Association</u>
Unit 1	1.06383%	1.06383%	1
Unit 2	1.06383%	1.06383%	1
Unit 3	1.06383%	1.06383%	1
Unit 4	1.06383%	1.06383%	1
Unit 5	1.06383%	1.06383%	1
Unit 6	1.06383%	1.06383%	1
Unit 7	1.06383%	1.06383%	1
Unit 8	1.06383%	1.06383%	1
Unit 8	1.06383%	1.06383%	1
Unit 10	1.06383%	1.06383%	1
Unit 11	1.06383%	1.06383%	1
Unit 12	1.06383%	1.06383%	1
Unit 13	1.06383%	1.06383%	1
Unit 14	1.06383%	1.06383%	1
Unit 15	1.06383%	1.06383%	1
Unit 16	1.06383%	1.06383%	1
Unit 17	1.06383%	1.06383%	1
Unit 18	1.06383%	1.06383%	1
Unit 19	1.06383%	1.06383%	1
Unit 20	1.06383%	1.06383%	1
Unit 21	1.06383%	1.06383%	1
Unit 22	1.06383%	1.06383%	1
Unit 23	1.06383%	1.06383%	1
Unit 24	1.06383%	1.06383%	1
Unit 25	1.06383%	1.06383%	1
Unit 26	1.06383%	1.06383%	1

Unit 27	1.06383%	1.06383%	1
Unit 28	1.06383%	1.06383%	1
Unit 29	1.06383%	1.06383%	1
Unit 30	1.06383%	1.06383%	1
Unit 31	1.06383%	1.06383%	1
Unit 32	1.06383%	1.06383%	1
Unit 33	1.06383%	1.06383%	1
Unit 34	1.06383%	1.06383%	1
Unit 34	1.06383%	1.06383%	1
Unit 36	1.06383%	1.06383%	1
Unit 37	1.06383%	1.06383%	1
Unit 38	1.06383%	1.06383%	1
Unit 39	1.06383%	1.06383%	1
Unit 40	1.06383%	1.06383%	1
Unit 41	1.06383%	1.06383%	1
Unit 42	1.06383%	1.06383%	1
Unit 43	1.06383%	1.06383%	1
Unit 44	1.06383%	1.06383%	1
Unit 45	1.06383%	1.06383%	1
Unit 46	1.06383%	1.06383%	1
Unit 47	1.06383%	1.06383%	1
Unit 48	1.06383%	1.06383%	1
Unit 49	1.06383%	1.06383%	1
Unit 50	1.06383%	1.06383%	1
Unit 51	1.06383%	1.06383%	1
Unit 52	1.06383%	1.06383%	1
Unit 53	1.06383%	1.06383%	1
Unit 54	1.06383%	1.06383%	1
Unit 55	1.06383%	1.06383%	1
Unit 56	1.06383%	1.06383%	1
Unit 57	1.06383%	1.06383%	1
Unit 58	1.06383%	1.06383%	1
Unit 59	1.06383%	1.06383%	1
Unit 60	1.06383%	1.06383%	1
Unit 61	1.06383%	1.06383%	1
Unit 62	1.06383%	1.06383%	1
Unit 63	1.06383%	1.06383%	1
Unit 64	1.06383%	1.06383%	1
Unit 65	1.06383%	1.06383%	1
Unit 66	1.06383%	1.06383%	1
Unit 67	1.06383%	1.06383%	1
Unit 68	1.06383%	1.06383%	1
Unit 69	1.06383%	1.06383%	1
Unit 70	1.06383%	1.06383%	1

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Unit 71	1.06383%	1.06383%	1
Unit 72	1.06383%	1.06383%	1
Unit 73	1.06383%	1.06383%	1
Unit 74	1.06383%	1.06383%	1
Unit 75	1.06383%	1.06383%	1
Unit 76	1.06383%	1.06383%	1
Unit 77	1.06383%	1.06383%	1
Unit 78	1.06383%	1.06383%	1
Unit 79	1.06383%	1.06383%	1
Unit 80	1.06383%	1.06383%	1
Unit 81	1.06383%	1.06383%	1
Unit 82	1.06383%	1.06383%	1
Unit 83	1.06383%	1.06383%	1
Unit 84	1.06383%	1.06383%	1
Unit 85	1.06383%	1.06383%	1
Unit 86	1.06383%	1.06383%	1
Unit 87	1.06383%	1.06383%	1
Unit 88	1.06383%	1.06383%	1
Unit 89	1.06383%	1.06383%	1
Unit 90	1.06383%	1.06383%	1
Unit 91	1.06383%	1.06383%	1
Unit 92	1.06383%	1.06383%	1
Unit 93	1.06383%	1.06383%	1
Unit 94	1.06383%	1.06383%	1

RECEIVED FOR RECORD

July 19, 2001

AT 9 H 16 M A. M

BY

Ethel S. Bunn
TOWN CLERK

DECLARATION OF COVENANTS

2602

DECLARATION made this 10th day of May, 2001, by Seymour Park, Incorporated, a Connecticut corporation with its office in the Town of Monroe, County of Fairfield and State of Connecticut, (hereinafter referred to as Declarant), for the purposes hereinafter set forth;

WITNESSETH:

WHEREAS, the Declarant is the owner of those certain parcels of land, together with the buildings and improvements thereon, situated in the Town of Seymour, in the County of New Haven and State of Connecticut, more particularly described in Schedule A Attached hereto and made a part hereof.

NOW THEREFORE, the Declarant hereby places upon the land records of the Town of Seymour the following restrictions, covenants, agreements, reservations and information which shall govern the use of any of said parcels whenever imposed by reference to this Declaration, in a deed of conveyance, from the Declarant, or from any person, partnership, or corporation designated by the Declarant, by instrument recorded in said land records, and which shall run with the land so conveyed, and shall inure to the benefit of owners of the lots affected by the terms hereof, except as hereinafter provided, to the person or corporation authorized to impose the terms hereof, to wit:

1. USE OF PREMISES: Each of the building lots described in said Schedule A attached hereto shall be used and occupied for one single-family residence built on any of the said parcels and shall contain a minimum of 2,500 square feet of finished living area. Finished basement square

footage shall be not be utilized in calculating such square footage. Garage square footage shall not be utilized in calculating such square footage.

2. RESUBDIVISION: No parcel shall be resubdivided except for the purpose of relocating boundary lines between contiguous lots or for conveying a portion of a parcel to an abutting property owner, provided, however, that neither such relocation of boundary lines nor conveyance to an abutting property owner shall reduce the area of any parcel below that required for a lot as set forth by the Seymour Planning and Zoning rules and regulations.

3. APPROVAL OF PLANS: For a period of ten (10) years from the date of a deed of conveyance from the Declarant or his designee of any parcel, no new structure or material exterior alteration with respect to any structure then existing shall be undertaken on said parcel unless the architectural plans for any such work shall first have been submitted to, and approved in writing by the Declarant. Such approval shall not be unreasonably withheld. In the event that approval is withheld, the reasonableness of such withholding of approval and the suitability of the plans submitted shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law and the award or decision rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

4. SIGNS: No signs whatsoever shall be displayed upon said parcels except a sign not larger than one (1) square foot displaying the owner's name.

5. ANIMALS: No animals, poultry, or water fowl, except usual pets quartered with the family dwelling at night, shall be kept on any parcel.

6. OUTSIDE STORAGE: No parcel or part thereof shall be used for the out-of-door storage or any other use of any of the following:

- (a) House trailers;
- (b) Camping trailers;
- (c) Self-contained camping vehicles;
- (d) Boat and/or boat trailer;
- (e) Commercial vehicles of any type whatsoever, whether registered or not;
- (f) Swings, gyms and the like except behind the principal building;
- (g) Outbuildings, except as approved by the Declarant.

7. UTILITIES: Declarant reserves the right (i) to give, grant and convey easements and rights to enter in, over, on, or through any parcel, as shown on said map, within ten (10) feet of any boundary thereof, for the installation, construction, maintenance and repair of any sewer lines and connections, water pipes, drains, power lines, gas mains, telephone lines or other public utilities of any nature whatsoever, and all appurtenances therefore, (ii) to give, grant and convey the right to pass and repass over such access ways and to connect with such utilities to others, and (iii) to cut and trim trees and shrubs, provided, however, the provision of this paragraph 7 shall impose no obligation on the Declarant to do any such work or maintenance.

8. PROPERTY MAINTENANCE: Each owner of any such parcel shall:

- (a) Keep the grass cut and shrubs cut;
- (b) Keep the lot free of debris;
- (c) Keep cultivated areas reasonably weed free;
- (d) Remove fallen limbs, brush and the like;
- (e) Keep clothes lines and drying yards in an enclosed area invisible from the access ways as shown on said map;
- (f) Not burn garbage, debris or refuse.

9. MEMBERSHIP IN HOMEOWNERS ASSOCIATION: By acceptance of a deed to the Property described in Schedule A, any such Grantee acknowledges that they are required to become members in the Brookfield Homeowners' Association, Inc.

10. MODIFICATION, REPEAL, WAIVER: The Declarant reserves the right to waive, repeal, alter or modify the within restrictions, covenants, agreements, provisions or reservations by instrument in writing signed by the Declarant.

11. INVALIDITY: In the event any of the aforesaid restrictions, covenants, agreements, reservations or provisions shall be adjudged to be invalid or unenforcable, such judgment shall not affect or render invalid or unenforcable the remaining restrictions, covenants, agreements, reservations or provisions contained herein.

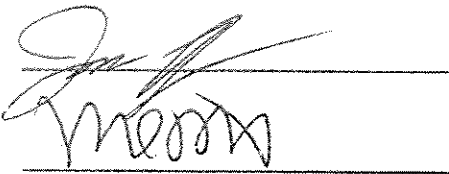
12. HEADINGS: The paragraph headings herein are for convenience only and shall not be construed to limit or affect any provisions of this Declaration.


13. WAIVER: The failure of the Declarant to require, in any one or more instances, the strict performance f any provisions of this Declaration shall not be construed as a waiver or relinquishment for the future of such provisions or any other provision thereof; and all such provisions shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and affixed its seal the day and year first above written.

Witnessed by:

SEYMOUR PARK, INCORPORATED



By 
Chris Bargas, President

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

SS: MONROE

May 10, 2001

Personally appeared Chris Bargas, President of Seymour Park, Incorporated, signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed and the free act and deed of said President of Seymour Park, Incorporated, before me.

SCHEDULE A

A parcel of land, located in the Town of Seymour, in the County of New Haven, in the State of Connecticut, on the southerly side of Botsford Road, and easterly of Davis Road, being shown on the Subdivision Map titled: "Brookfield" Seymour, CT, Scale: 1" = 100', Dated April 8, 1997 (revised thru 11/01/2000) by A M Engineering, filed on February 12, 2001 at 11:40 a.m. in the Seymour Town Clerck's office.

Beginning at a point on the southerly sideline of Botsford Road at the northwesterly corner of land of Elaine I. Buckley and the northeasterly corner of the land herein described, thence;

- | | |
|-----------------|--|
| S 42° 42' 24" E | A distance of four hundred ninety-two and eleven hundredths feet (492.11') by land of Elaine I. Buckley to an iron pipe at land of William E Haines; thence; |
| S 34° 05' 33" W | A distance of one hundred thirty-seven and fifty-nine hundredths feet (137.59') to a point; thence; |
| S 32° 00' 44" W | A distance of one hundred twenty-six and fourteen hundredths feet, (126.14') to a point; thence; |
| S 36° 58' 51" W | A distance of ninety and five hundredths feet (90.05') to a point; thence; |
| S 32° 34' 02" W | A distance of one hundred twenty-three and thirty-five hundredths feet (123.35') to an iron pipe; thence; |
| S 59° 56' 41" E | A distance of three hundred forty and fifty hundredths feet (340.50') to an iron pin; thence; |
| S 59° 51' 47" E | A distance of two hundred twenty-nine and eighty-five hundredths feet (229.85') to an iron pin; thence; |
| S 65° 27' 16" E | A distance of one hundred fifty-six and forty-six hundredths feet (156.46') to an iron pin; thence; |
| S 65° 07' 21" E | A distance of two hundred twenty-nine and four hundredths feet (229.04') to an iron pin; thence; |
| S 66° 41' 47" E | A distance of one hundred two and twenty-eight hundredths feet (102.28') to an iron pin; thence; |
| S 24° 48' 45" W | A distance of ninety-seven and ninety-nine hundredths feet (97.99') to a point; thence; |
| S 31° 53' 31" W | A distance of forty-nine and ninety-six hundredths feet (49.96') to a point; thence; |
| S 09° 19' 33" W | A distance of twenty-two and nine hundredths feet (22.09') to a point; thence; |

S 21° 40' 48" W	A distance of nineteen and ninety-eight hundredths feet (19.98') to a point; thence;
S 25° 25' 26" W	A distance of two hundred forty-three and fifty-five hundredths feet (243.55') to an iron pipe; thence;
S 82° 08' 19" E	A distance of four hundred thirty-eight and sixty hundredths feet (438.60') to an iron pipe at land of Kris A. Miller & Mary Avalus, the last fifteen courses being by land of William E Haines; thence;
S 81° 49' 10" E	A distance of ninety-four and thirty-two hundredths feet (94.32') by land of Kris A. Miller & Mary Avalus to an iron pin at land of Frank Cirino; thence;
S 07° 55' 09" E	A distance of one hundred ninety-six and twenty-two hundredths feet (196.22') to an iron pin; thence;
S 06° 02' 02" E	A distance of ninety-six and seventeen hundredths feet (96.17') to an iron pipe; thence;
S 42° 25' 55" E	A distance of two hundred thirty-seven and eighty-seven hundredths feet (237.87') to an iron pipe; Thence;
S 42° 25' 01" E	A distance of one hundred ninety-nine and sixty-seven hundredths feet (199.67') to an iron pipe on the northerly sideline of Old Town Road, the last four courses being by land of Frank Cirino; thence;
S 59° 44' 25" W	A distance of two hundred sixteen and eighty-one hundredths feet (216.81') by the northerly sideline of Old Town Road to a point at the westerly end of said road; thence;
S 30° 15' 35" E	A distance of thirty-three and no hundredths feet (33.00') to a point at the southerly sideline of Old Town Road; thence;
N 59° 44' 25" E	A distance of two hundred six and seventy-nine hundredths feet (206.79') by the southerly sideline of Old Town Road to a point at the land of Peter & Ann Predzimirski; thence;
S 11° 09' 34" E	A distance of sixty-three and sixty-four hundredths feet (63.64') by land of Peter & Ann Predzimirski to a point; thence;
S 06° 57' 31" E	A distance of seventy-three and sixty-five hundredths feet (73.65') to a tree with wire fence; thence;
S 09° 22' 08" E	A distance of one hundred seventy-seven and eighty-nine hundredths feet (177.89') to an iron pipe at land of Martin H. Optiz, the last three courses being by land of Peter & Ann Predzimirski; thence;

S 02° 10' 17" E	A distance of one hundred thirty-six and forty-eight hundredths feet (136.48') by land of Martin H. Optiz to a Black Birch tree; thence;
S 12° 51' 45" W	A distance of one hundred ninety-six and forty-four hundredths feet (196.44') to a Beech tree; thence;
S 18° 21' 57" W	A distance of eighty-five and forty-four hundredths feet (85.44') to a monument; thence;
S 27° 51' 40" E	A distance of one hundred fifty-nine and sixty-two hundredths feet (159.62') to an iron pipe; thence;
S 46° 40' 22" E	A distance of eighty-seven and ninety-three hundredths feet (87.93') to an iron pipe; thence;
S 46° 36' 25" E	A distance of one hundred eighty-nine and sixty-two hundredths feet (189.62') to a Beech tree at the land of Marcia A. Lucas, the last six courses being by the land of Martin H. Optiz; thence;
S 33° 53' 00" W	A distance of two hundred fifty-two and forty-four hundredths feet (252.44') by land of Marcia A. Lucas to an iron pipe at the northeasterly sideline of Steep Hill Road (a.k.a. Forty Bumpers Road); thence;
N 31° 43' 07" W	A distance of one hundred fourteen and five hundredths feet (114.05') by the northeasterly sideline of Steep Hill Road to a point; thence;
N 27° 13' 07" W	A distance of two hundred seventy-nine and seventy-eight hundredths feet (279.78') to a point; thence;
Northwesterly	With a curve turning to the left with an arc length of two hundred eighty-eight and thirty-seven hundredths feet (288.37'), a radius of two hundred fifty-seven and fifty-eight hundredths feet (257.58') to a point; thence;
S 88° 38' 09" W	A distance of one hundred two and sixty-six hundredths feet, (102.66') to a point; thence;
S 80° 16' 53" W	A distance of two hundred eighteen and eighty-six hundredths feet, (218.86') to a point; thence;
Southwesterly	With a curve turning to the left with an arc length of one hundred and thirty-six hundredths feet (100.36'), a radius of six hundred and no hundredths feet (600.00') to a point; thence;
S 70° 41' 51" W	A distance of three hundred thirty-six and sixty-four hundredths feet (336.64') to a point at the Subdivision Titled "Seymour Park" the last seven courses being by the easterly and northerly sideline of Steep Hill Road; thence;

N 19° 18' 09" W	A distance of one hundred five and no hundredths feet (105.00') to a point; thence;
N 78° 00' 00" W	A distance of one hundred twenty-eight and fifty-nine hundredths feet (128.59') to a point; thence;
S 69° 16' 53" W	A distance of three hundred ninety-five and ninety hundredths feet (395.90') to a point; thence;
N 20° 43' 07" W	A distance of thirty-eight and ten hundredths feet (38.10') to a point; thence;
S 86° 00' 00" W	A distance of one hundred twenty-eight and twenty-eight hundredths feet (128.28') to a point; thence;
S 69° 16' 53" W	A distance of fifty-two and fourteen hundredths feet (52.14') to a point; thence;
S 20° 43' 07" E	A distance of two hundred forty-five and no hundredths feet (245.00') to a point at the northerly sideline of Steep Hill Road, the last seven courses being by the Subdivision Titled "Seymour Park" lots 16, 17, & 18; thence;
S 69° 16' 53" W	A distance of one hundred forty-seven and ninety-seven hundredths feet (147.97') by the northerly sideline of Steep Hill Road to a point at the Subdivision Titled "Seymour Park"; thence;
N 20° 43' 07" W	A distance of one hundred ninety-three and sixteen hundredths feet (193.16') to a point; thence;
N 1° 00' 00" W	A distance of one hundred eighty-six and fifty-five hundredths feet (186.55') to a point; thence;
N 22° 00' 00" W	A distance of six hundred twenty-three and eighty-six hundredths feet (623.86') to a point; thence;
N 23° 00' 00" W	A distance of three hundred and thirty-three hundredths feet (300.33') to a point; thence;
N 21° 41' 54" W	A distance of one hundred fifty and fifty-two hundredths feet (150.52') to a point; thence;
N 25° 38' 27" W	A distance of one hundred fifty and three hundredths feet (150.03') to a point; thence;
N 24° 30' 00" W	A distance of one thousand fifty and no hundredths feet (1050.00') to a point at the land of John & Alice P. Preston, the last seven courses being by the Subdivision Titled "Seymour Park" lots 1 through 15, 19 & 20; thence;
N 65° 30' 00" E	A distance of three and thirty hundredths feet (3.30') to a point; thence;

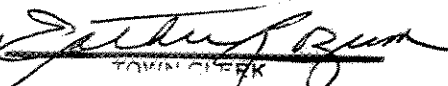
- N 55° 44' 33" E A distance of one hundred seventy-nine and sixty-eight hundredths feet (179.68') to a point; thence;
- N 14° 23' 30" W A distance of two hundred eight and two hundredths feet (208.02') to an iron pipe at the land of Peter & Diane Ahern last three courses being by the land of John & Alice P. Preston; thence;
- N 20° 23' 07" W A distance of one hundred ninety-five and fifty-three hundredths feet (195.53') by the land of Peter & Diane Ahern to a iron pin at the land of Alexander & Helen Pirhalla; thence;
- N 07° 48' 10" E A distance of one hundred sixty and no hundredths feet (160.00') by the land of Alexander & Helen Pirhalla to a point at the land of Stephen & Rosemarie Bracci; thence;
- N 06° 40' 25" E A distance of twenty-eight and ninety-two hundredths feet (28.92') by the land of Stephen & Rosemarie Bracci to a point at the land of Paul & Madeline Gregory; thence;
- N 84° 33' 31" E A distance of forty-five and thirty-nine hundredths feet (45.39') to a point; thence;
- N 82° 02' 38" E A distance of nineteen and seventy-nine hundredths feet (19.79') to a point; thence;
- N 60° 14' 32" E A distance of twenty-three and thirty-six hundredths feet (23.36') to a point; thence;
- N 29° 54' 41" E A distance of two hundred twenty-two and forty-two hundredths feet (222.42') to a point at the southerly sideline of Botsford Road the last four courses being by the land of Paul & Madeline Gregory; thence;
- Northeasterly With a curve turning to the left with an arc length of one hundred fifty-one and fifty-eight hundredths feet (151.58'), a radius of one thousand five and no hundredths feet (1005.00'), a chord bearing of N 79(06'15" E, and a chord length of one hundred fifty-one and forty-four hundredths feet (151.44') to a point; thence;
- N 74° 47' 00" E A distance of four hundred fifty-two and forty-one hundredths feet (452.41') to a point; thence;
- Northeasterly With a curve turning to the left with an arc length of two hundred and ten hundredths feet (200.10'), a radius of one thousand two hundred thirty-five and no hundredths feet (1235.00'), a chord bearing of N 70(08'30" E, and a chord length of one hundred ninety-nine and eighty-eight hundredths feet (199.88') to a point; thence;
- N 65° 30' 00" E A distance of one hundred eleven and eighty-three hundredths feet (111.83') to the point of beginning, the last four courses being by the southerly sideline of Botsford Road.

The above-described parcel of land contains about 5,752,700 square feet or 132.06 acres.

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RECEIVED FOR RECORD
July 19, 2001

AT 9 H 15 M A M

BY 
TOWN CLERK

GRANT OF CONSERVATION EASEMENT

2604
The purpose of this Conservation Easement is to protect significant natural features and to minimize the environmental impact of activities associated with land development within the Town of Seymour.

This Indenture made this 10th day of May, 2001 by and between SEYMOUR PARK, INCORPORATED, a corporation organized and existing under the laws of the State of Connecticut and having an office and place of business at 160 Shelton Road, in the Town of Monroe, County of Fairfield and State of Connecticut, (hereinafter called the "Grantor"), and BROOKFIELD HOMEOWNERS' ASSOCIATION, INC., a non-stock corporation organized and existing under the laws of the State of Connecticut, with an address of 160 Shelton Road, in the Town of Monroe, County of Fairfield and State of Connecticut, (hereinafter called "Grantee").

WHEREAS, the Grantor is the owner of that certain pieces or parcels of land designated as Open Spaces A, B, C, D and E and Conservation Easements on that certain survey entitled "Subdivision Map 'Brookfield' Seymour, Ct", sheets 1-5 numbered M1-M5, dated April 8, 1997, revised 5/13/99, prepared by A M Engineering, which survey is recorded on the Seymour Land Records, which the Town of Seymour Planning & Zoning Department and the Department of Environmental Protection have determined would be in the public interest to retain, maintain and conserve in their natural state; and

WHEREAS, the designated properties are natural, unimproved areas offering plant and wildlife habitats, and having scenic and other intangible benefits; and

WHEREAS, the Department of Environmental Protection and the Seymour Planning & Zoning Commission have determined that maintenance and conservation of said designated properties of the Grantor can be best accomplished by the securing of a conservation easement over, across and upon said designated properties of Grantor; and

No State Conveyance
Tax Collected

No Conveyance Tax Collected

TOWN CLERK OF SEYMOUR

TOWN CLERK OF SEYMOUR

WHEREAS, the Grantor is willing, for the consideration of One (\$1.00) Dollar, receipt of which is hereby acknowledged, to grant to said Grantee the easement and covenants as herein expressed concerning said designated properties, thereby providing for their maintenance and conservation.

NOW THEREFORE, said Grantor does hereby give, grant, bargain, sell and confirm unto said Grantee, its successors and assigns forever, the right, privilege and authority as a Conservation Easement Agreement to perpetually preserve, protect, limit, conserve and maintain the land herein described in its present and natural condition. All covenants contained herein are deemed to run with the land and shall be binding on the Grantor, the Grantee and the respective successors and assigns.

I. Purposes of Easement.

No person shall construct or build any structure or building with said easement areas nor pave or re-grade said easement areas nor conduct stumping or grubbing activities nor introduce any non-native species nor conduct any other activity that would impair the overhead canopy within said easement areas; provided that nothing herein shall preclude an owner of the easement area, or a part thereof, from the use and enjoyment of said easement area in any way not otherwise inconsistent herewith, including the right to: (i) prune and maintain any plantings and other vegetation in a neat and attractive appearance, including the removal of dead vegetation and other debris; and (ii) installation of low-impact, non-permanent structures and/or recreational facilities such as benches, swing sets and other related or similar uses as may be approved by the homeowner's association as consistent herewith. Furthermore, the limits of said conservation easements are to be delineated by a row of blue spruce trees which may not be removed.

Any uncertainty in the interpretation of this easement shall be resolved in favor of concerning the protected area in its natural state.

TO HAVE AND TO HOLD, the above granted and bargained rights, privileges and authority unto the said Grantee, and unto the survivor of it for its own proper use and benefit.

IN WITNESS WHEREOF, SEYMOUR PARK, INCORPORATED, has caused these presents to be executed by its President, this 14th day of May, 2001.

Signed, sealed and delivered
in the presence of:

SEYMOUR PARK, INCORPORATED

By: Chris Bargas
Chris Bargas, its President

STATE OF CONNECTICUT)

SS: MONROE

May 10, 2001

COUNTY OF FAIRFIELD)

Personally appeared Chris Bargas, President of Seymour Park, Incorporated, signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed and the free act and deed as said President of Seymour Park, Incorporated, before me.

MEAN
RECEIVED FOR RECORD
July 19, 2001

MICHAEL DEAN AMATO
Commissioner of the Superior Court

AT 9 H 17 M A. M

BY Ethel R. Brown
TOWN CLERK