

HUNTING RIDGE FARMS
A PLANNED COMMUNITY
AMENDED & RESTATED DECLARATION



i

AMENDED & RESTATED DECLARATION

OF

HUNTING RIDGE FARMS, A PLANNED COMMUNITY

BRANFORD, CONNECTICUT

TABLE OF CONTENTS

Contents

ARTICLE I 1

Definitions..... 1

Section 1.1 - Act..... 1

Section 1.2 - Allocated Interests..... 1

Section 1.3 - Association..... 1

Section 1.4 - Amended & Restated Bylaws..... 1

Section 1.5 - Common Elements..... 1

Section 1.6 - Common Expenses..... 2

Section 1.7 - Common Interest Community..... 2

Section 1.8 - Declarant..... 2

Section 1.9 - Amended & Restated Declaration..... 2

Section 1.10 - Development Rights..... 2

Section 1.11 - Director..... 2

Section 1.11 a.- Officers..... 2

Section 1.12 - Documents..... 2

Section 1.13 -Easement of Enjoyment..... 2

Section 1.14- Eligible Insurer..... 2

Section 1.15 - Eligible Mortgagee..... 2

Section 1.16 - Executive Board..... 2

Section 1.18 - Improvements..... 3

Section 1.19 - Limited Common Elements..... 3

Section 1.20-Maintenance, Repair and Replacement..... 3

Section 1.21- Manager..... 3

Section 1.22- Notice and Comment..... 3

Section 1.23 - Notice and Hearing..... 3

Section 1.24 - Person..... 3

Section 1.25 - Plans..... 3

Section 1.26 - Property..... 3

Section 1.27- Record..... 3

Section 1.28- Rules..... 3

Section 1.29 - Security Interest.	3
Section 1.30 - Survey.	4
Section 1.31 - Unit.	4
Section 1.32 - Unit Owner.	4
 ARTICLE II.....	 4
 Name and Type of Common Interest.....	 4
 Community and Association	 4
Section 2.1 - Common Interest Community.	4
Section 2.2 - Association.....	4
 ARTICLE III.....	 4
 Description of Land	 4
 ARTICLE IV	 4
 Maximum Number of Units, Identification and Boundaries	 4
Section 4.1 - Number of Units.	4
Section 4.2 - Identification of Units.....	4
Section 4.3 - Boundaries.....	4
 ARTICLE V.....	 5
 Limited Common Elements.....	 5
Section 5.1– Unit Owner’s Easements of Enjoyment.....	5
Section 5.2- Limited Common Elements and Unit Owner’s Easement of Enjoyment.....	5
Section 5.3- Expense Allocated to Limited Common Elements.....	6
Section 5.4- Expenses Associated with the Maintenance, Repair or Replacement of all other Limited Common Elements.....	6
Section 5.5- Extent of Unit Owner’s Easements of Enjoyment.:	6
 ARTICLE VI	 7

Maintenance, Repair and Replacement	7
Section 6.1 - Common Elements.	7
Section 6.2 - Units.	7
Section 6.3 - Limited Common Elements.	7
Section 6.4 - Access.	7
Section 6.5 - Repairs Resulting From Unit Owner Action.	7
 ARTICLE VII	9
 Subsequently Allocated Limited Common Elements	9
 ARTICLE VIII	9
 Development Rights and Other Special Declarant Rights	9
 ARTICLE IX	9
 Allocated Interests	9
Section 9.1 - Allocation of Interests.	9
Section 9.2 - Formulas for the Allocation of Interests.	9
 ARTICLE X	10
 Restrictions on Use, Alienation and Occupancy	10
Section 10.1 - Use and Occupancy Restrictions.	10
Section 10.2 - Restrictions on Alienation.	11
Section 10.3 – Costs of Enforcement.	11
 ARTICLE XI	11
 Easements and Licenses	11
 ARTICLE XII	11
 Reallocation of Limited Common Elements	11
Section 12.1 Reallocation of Driveways Limited Common Elements.	11

ARTICLE XIII	12
Additions, Alterations and Improvements.....	12
Section 13.1 - Additions, Alterations and Improvements by Unit Owners.	12
Section 13.2 - Additions, Alterations and Improvements by Executive Board. 13	
ARTICLE XIV.....	13
Relocation of Boundaries Between Adjoining Units.....	13
ARTICLE XV	13
Amendments to Declaration	13
Section 15.1 - General.	13
Section 15.2 - Limitation of Challenges.....	13
Section 15.3 - Recordation of Amendments.....	14
Section 15.4 - When Consent of More Than 67% of the Unit Owners May Be Required.....	14
Section 15.5 - Execution of Amendments.	15
Section 15.6 - Special Declarant Rights.	15
Section 15.7 - Consent of Holders of Security Interests.	15
ARTICLE XVI.....	15
Amendments to Bylaws	15
ARTICLE XVII	15
Termination	15
ARTICLE XVIII.....	15
Mortgagee Protection	15
Section 18.1 - Introduction.....	15
Section 18.2 - Percentage of Eligible Mortgagees.....	15
Section 18.3 - Notice of Actions.....	16
Section 18.4 - Consent Required.....	16

Section 18.5 - Development Rights.....	19
Section 18.6 - Inspection of Books.	19
Section 18.7 - Financial Statements.	19
Section 18.8 - Enforcement.	19
Section 18.9 - Attendance at Meetings.....	19
 ARTICLE XIX	 19
 Assessment and Collection of Common Expenses	 19
Section 19.1 - Definition of Common Expenses.....	19
Section 19.2 - Apportionment of Common Expenses.....	19
Section 19.3 - Common Expenses Attributable to Fewer than all Units.	19
Section 19.4 - Lien.	20
Section 19.5 - Budget Adoption and Approval.....	22
Section 19.6 - Special Assessments and Emergency Assessments.....	22
Section 19.7 - Certificate of Payment of Common Expense Assessments.	22
Section 19.8 - Monthly Payment of Common Expenses.....	23
Section 19.9 - Acceleration of Common Expense Assessments.....	23
Section 19.10 - No Waiver of Liability for Common Expenses.....	23
Section 19.11 - Personal Liability of Unit Owners.	23
 ARTICLE XX	 23
 Right to Assign Future Income	 23
Section 20.1 - Vote Required.....	23
Section 20.2 - Notice Regarding Loan Terms.....	23
 ARTICLE XXI	 23
 Persons and Units Subject to Documents	 23
Section 21.1 - Compliance with Documents.....	23
Section 21.2 - Adoption of Rules.....	24
 ARTICLE XXII	 24
 Insurance	 24
Section 22.1 - Coverage.	24
Section 22.2 - Property Insurance.....	24
Section 22.3 - Liability Insurance.	26
Section 22.4 - Fidelity Insurance.....	26

Section 22.5 - Unit Owner Policies.....	27
Section 22.6 - Workers' Compensation Insurance.....	27
Section 22.7 - Directors' and Officers' Liability Insurance.....	27
Section 22.8 - Other Insurance.....	27
Section 22.9 - Premiums.....	27
 ARTICLE XXIII.....	 27
 Damage To Or Destruction Of Property	 27
Section 23.1 - Duty to Restore.....	27
Section 23.2 - Cost.....	28
Section 23.3 - Plans.....	29
Section 23.4 - Replacement of Less Than Entire Property.....	29
Section 23.5 - Insurance Proceeds.....	29
Section 23.6 - Certificates by the Executive Board.....	30
Section 23.7 - Certificates by Attorneys.....	30
 ARTICLE XXIV	 30
 Rights to Notice and Comment;	 30
 Notice and Hearing.....	 30
Section 24.1 - Right to Notice and Comment.....	30
Section 24.2 - Right to Notice and Hearing.....	30
Section 24.3 - Appeals.....	30
 ARTICLE XXV	 31
 Executive Board.....	 31
Section 25.1 - Minutes of Executive Board Meetings.....	31
Section 25.2 - Powers and Duties.....	31
Section 25.3 - Executive Board Limitations.....	31
Section 25.4 - Rules Affecting Use and Occupancy of Units.....	31
Section 25.5 - Tenants.....	31
 ARTICLE XXVI.....	 32
 Condemnation.....	 32

ARTICLE XXVII	32
----------------------------	-----------

Miscellaneous	32
Section 27.1 - Captions.....	32
Section 27.2 - Gender.....	32
Section 27.3 - Waiver.....	32
Section 27.4 - Invalidity.....	32
Section 27.5 - Conflict.....	32

SCHEDULES

Schedule A-1 - Description of Land

Schedule A-2 - Table of Interests

Schedule A-3 & A-4- Survey & Plans

HUNTING RIDGE FARMS, A PLANNED COMMUNITY

AMENDED & RESTATED DECLARATION

WHEREAS, HUNTING RIDGE FARMS ASSOCIATION, INC., a Connecticut non-stock corporation (the "Association"), was created under a certain Declaration of Planned Residential Community which is dated August 16, 1985 and recorded in Volume 381, at Page 231 and successive pages of the Branford Land Records (the "Declaration"), as amended, hereby adopts this Amended & Restated Declaration; and

WHEREAS, the purpose of this Amended & Restated Declaration is to bring the governing documents of the Association into compliance with statutory amendments and to update and modernize the governing documents of the Association; and

WHEREAS, the Association has procured the requisite number of votes to pass said Amended & Restated Declaration.

NOW THEREFORE, the Declaration of Hunting Ridge Farms is hereby amended and restated as follows:

ARTICLE I

Definitions

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

Section 1.1 - Act. The Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes as it may be amended from time to time.

Section 1.2 - Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association, allocated to the Units in the Common Interest Community. The Allocated Interests are described in Article IX of this Declaration and shown on Schedule A-2.

Section 1.3 - Association. Hunting Ridge Farms 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 Connecticut General Statutes.

Section 1.4 - Amended & Restated Bylaws. The Bylaws of the Association, as they may be amended from time to time also referred to as the "Bylaws."

Section 1.5 - Common Elements. All portions of the Common Interest Community other than the Units and any other interests in real property for the benefit of Unit Owners which are subject to the Declaration.

Section 1.6 - Common Expenses. The expenses for the operation of the Common Interest Community as set forth in Section 19.1 of this Declaration.

Section 1.7 - Common Interest Community. Hunting Ridge Farms.

Section 1.8 - Declarant. Intentionally left blank.

Section 1.9 - Amended & Restated Declaration. This document, including any amendments, sometimes referred to as the "Declaration."

Section 1.10 - Development Rights. Rights reserved by the Declarant under Article VIII of this Declaration to create Units, Common Elements, and Limited Common Elements within the Common Interest Community. There are currently no Development Rights.

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

Section 1.11a - Officers. President, Vice-President, Secretary and Treasurer.

Section 1.12 - Documents. The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, the Bylaws, and the Rules as they may be amended from time to time. Any exhibit, schedule or certification accompanying a Document is part of that Document.

Section 1.13 -Easement of Enjoyment. The right and easement of each Unit Owner to use the Common Elements as described in Article V of the Declaration.

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

Section 1.15 - Eligible Mortgagee. The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVIII.

Section 1.16 - Executive Board. The Board of Directors of the Association. Throughout the Documents the term "Board of Directors" shall mean the Executive Board.

Section 1.17- Governing Documents. The Declaration, Survey, and Plans recorded and filed pursuant to the Act to create Hunting Ridge Farms, A Planned Community, and the certificate of incorporation, the Bylaws, and the Rules and Regulations of the Association, as any of the foregoing may be amended from time to time. Any exhibit, schedule, or certification accompanying a document is part of the document.

Section 1.18 - Improvements. Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to, buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes, and light poles.

Section 1.19 - Limited Common Elements. A portion of the Common Elements allocated by the Declaration or by the operation of Subsection (2) or (4) of Section 47-221 of the Connecticut General Statutes for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in the Common Interest Community are described in Article V of this Declaration.

Section 1.20-Maintenance, Repair and Replacement. To Maintain, Repair and Replace (or to perform Maintenance, Repair and Replacement) is the act of correcting deterioration, decay, wear and tear, and obsolescence to any portion of the Property which has not suffered damage or destruction.

Section 1.21- Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community.

Section 1.22- Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 24.1 of this Declaration.

Section 1.23 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon.

Section 1.24 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

Section 1.25 - Plans. The plans filed with the original Declaration as Schedule A-4, as they may be amended from time to time.

Section 1.26 - Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 1.27- Record. The term Record, when used as a noun, means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

Section 1.28- Rules. Rules shall mean a policy, guideline, restriction, procedure or regulation of an association, however denominated, which is adopted by an association, which is not set forth in the declaration or bylaws, and which regulates conduct occurring within the common interest community or the use, maintenance, repair, replacement, modification or appearance of the common interest community.

Section 1.29 - Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term

includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.30 - Survey. The survey filed with the original Declaration as Schedule A-3 as it may be amended from time to time.

Section 1.31 - Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.3 of this Declaration. The Unit is expressly defined as the land and all improvements thereon, as shown on Exhibit A-3.

Section 1.32 - Unit Owner. A Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation.

ARTICLE II

Name and Type of Common Interest Community and Association

Section 2.1 - Common Interest Community. The name of the Common Interest Community is Hunting Ridge Farms. Hunting Ridge Farms is a Planned Community.

Section 2.2 - Association. The name of the Association is Hunting Ridge Farms Association, Inc. The Association is a non-stock corporation organized under the Laws of the State of Connecticut.

ARTICLE III

Description of Land

The Common Interest Community is situated in the Town of Branford, Connecticut and is located on land described in Schedule A-1.

ARTICLE IV

Maximum Number of Units, Identification and Boundaries

Section 4.1 - Number of Units. The Common Interest Community contains a total of (35) thirty-five Units.

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

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

- (a) **Fee Simple Ownership** of all that certain piece or parcel of land and improvements thereon as shown on Exhibit A-3 to this Declaration;
- (b) **Inclusions:** Each Unit shall include the space and any improvements lying within the boundaries described in Subsection 4.3(a) above.
- (c) **Inconsistency with Survey and Plans:** If this definition is inconsistent with the Survey and Plans, then this definition shall control.

ARTICLE V
Limited Common Elements
Property Rights

Section 5.1– Unit Owner’s Easements of Enjoyment. Subject to the provisions of Section 5.2 and 5.3, every Unit Owner and their heirs, successors, executors, administrators and assigns forever, in common with each other, is hereby granted a right and Easement of Enjoyment in and to the Common Elements, such easement shall include, among other consistent rights, the non-exclusive right to pass and repass across the Common Elements, to use Common Elements in the same manner as if each Unit Owner were a Unit Owner in common with all other Unit Owners of the Common Elements, and except pursuant to the provision of this Declaration, the right to prevent the restriction or alienation of the Common Elements.

Section 5.2- Limited Common Elements and Unit Owner’s Easement of Enjoyment. The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

- (a) Any driveway exclusively serving a particular Unit (as shown on Survey), is a Limited Common Element allocated exclusively to that Unit.
- (b) Each Unit Owner’s mailbox contained in the gatehouse at the entrance of Hunting Ridge Farms is a Limited Common Element allocated exclusively to that Unit.
- (c) Split rail fences located on the boundary line of two adjoining Units shall constitute a Limited Common Element allocated exclusively to that Unit.

As to each of the foregoing, a right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee ownership of the Limited Common Elements, however, is vested in all of the Unit Owners.

With respect to each Limited Common Element listed above described, and subject to the provisions of Section 5.3, each Unit Owner and their heirs, successors, executor, administrators, and assigns forever, an exclusive right and Easement of Enjoyment in and to the Limited Common Elements assigned to their Unit and to any reassigned Limited Common Element pursuant to Section 12.2, which exclusive Easement shall be appurtenant to and shall run with the title to such Unit. With respect to any Limited Common Element assigned to more than one (1) Unit, each Unit

Owner to whom such Limited Common Element is assigned shall have the exclusive Easement of Enjoyment as described herein, in common with such other Unit Owner to whom the Limited Common Element is assigned.

Section 5.3- Expense Allocated to Limited Common Elements. Any Common Expense associated with the maintenance, repair or replacement of the Limited Common Elements identified in Section 5.2, shall be assessed against the Unit to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to that Limited Common Expense shall be assessed equally among the Units to which it is assigned.

Section 5.4- Expenses Associated with the Maintenance, Repair or Replacement of all other Limited Common Elements. Expenses associated with the Maintenance, Repair or Replacement of all other Limited Common Elements shall be assessed against each Unit in accordance with its allocated Common Expense liability as shown in Schedule A-2, the Table of Interests.

Section 5.5- Extent of Unit Owner's Easements of Enjoyment. The rights and Easements of Enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, in accordance with its Certificate of Incorporation and Bylaws, following written approval of the holders of Security Interests pursuant to Article XVIII, to borrow money for the purpose of improving, maintaining and operating the Common Elements and in aid thereof to mortgage, hypothecate, pledge, assign or grant a Security Interest in the Common Elements and the assets of the Association, including, without limitation, its liens and receivables for assessments.
- (b) The rights of the Association to take such steps as are reasonably necessary to protect the rights of the Unit Owners in and to the Common Elements against foreclosures.
- (c) The rights of the Association, as provided and limited in its Certificate of Incorporation and the Bylaws, to suspend the enjoyment rights, except: rights of egress and ingress, right to vote or participate in meetings of the Association and the right to seek election as a director or officer of the association or withhold any service that would endanger the health, safety or property of any person of any Unit Owner for any period during which an assessment remains unpaid for a period not exceeding sixty (60) days for any infraction of the Declaration, Bylaws or Rules.
- (d) The right of the Association to impose and grant easements over, under and across the Common Elements, for the purpose of serving Units and/or Limited Common Elements hereby created and for the purpose of providing ingress and egress, power, electricity, telephone, sewer, water, television and other utility and lighting services; irrigation, drainage, television transmission facilities; and other

structures, services, devices in connection therewith and the like, as the Association deem necessary and proper.

- (e) the right of the Association to grant licenses and concessions for the use of the Common Elements.
- (f) Any other rights of the Unit Owners or Association contained in this Declaration and Bylaws.

ARTICLE VI

Maintenance, Repair and Replacement

Section 6.1 - Common Elements. The Association shall maintain, repair and replace all of the Common Elements

Section 6.2 - Units. Each Unit Owner shall maintain, repair and replace at his or her own expense, all portions of his or her Unit.

Section 6.3 - Limited Common Elements. The Association shall maintain, repair and replace, at the applicable Unit Owner or Unit Owner(s) expense, all Limited Common Elements.

Section 6.4 - Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any conditions threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Unit Owners/occupants/guests/ tenants and invitees of Unit Owners may not interfere with or obstruct any Association-hired vendors doing work at the property. Any Unit Owner, occupant/guest/tenant and invitee of a Unit Owner who interferes with or obstructs such vendors shall be fined, after notice and hearing. Further, they may be subject to any additional costs charged by the vendor as a result of such interference or obstruction.

Section 6.5 - Repairs Resulting From Unit Owner Action. Except as otherwise provided herein or by law, each Unit Owner or tenant or a guest or invitee of a Unit Owner or tenant shall reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his, her or their failure to properly maintain, repair or make replacements to the Unit. Such charge may be charged back against the Unit in the same manner as a Common Expense following Notice and Hearing. The Association shall be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

Section 6.6 – Inspection, Repair and Replacement of High Risk Components.

- (a) Notwithstanding the provisions of this Article VI, the Executive Board may, from time to time, after Notice and Comment, determine that certain portions of the Units required to be maintained, repaired or replaced by the Unit Owners under Subsection 47-249(a) of the Act, or certain objects, fixtures, or components within the Units, pose a particular risk of damage to the other Units and to the Common Elements if they are not properly inspected, maintained, repaired or replaced. By way of example, but not of limitation, these portions, objects, fixtures, or components might include smoke detectors, washing machine hoses and water heaters. In this Section 6.6, those items determined by the Executive Board to pose such a particular risk are referred to as “high risk components”.
- (b) At the same time that it designates a “high risk component” or at a later time, the Executive Board, after Notice and Comment, may require one or more of the following with regard to high risk component:
 - i. That it be inspected at specified intervals by the Association or an inspector or inspectors designated by the Association, or an inspector or inspectors having particular licenses, training or professional certification.
 - ii. That it be replaced or repaired at specified intervals, or with reference to manufacturer’s warranties, whether or not the individual component is deteriorated or defective;
 - iii. That it be replaced or repaired with items or components meeting particular standards or specifications established by the Executive Board;
 - iv. That when it is repaired or replaced the installation include additional components or installations specified by the Executive Board.
 - v. That when it is repaired or replaced by contractors having particular licenses, training or professional certification or by contractors approved by the Association; and
 - vi. If the replacement or repair is completed by a Unit Owner, that it be inspected by a person designated by the Association, or an inspector or inspectors having particular licenses, training or professional certification.
- (c) The imposition of requirements by the Executive Board under Subsection 6.6 (b) shall not relieve a Unit Owner of their obligation under the Act and Section 6.2 of this Article, including, but not limited to, the obligation to perform and pay for repairs, maintenance and replacement.

- (d) If any Unit Owner fails to repair, maintain or replace a high risk component, or have the high risk component inspected, in accordance with the requirements established by the Executive Board under this Section 6.6 or the Association's Rules and Regulations, the Association may, in addition to any other rights and powers granted to it under the Documents and the Act:
 - i. Enter the Unit in accordance with the Act and Section 6.4 and inspect, repair. Maintain, or replace the high risk component, and charge the cost to the Unit Owner as a Common Expense Attributable to the Unit under Section 19.2;
 - ii. Fine the Unit Owner or the occupant of the Unit or both under Subsection 25.2; and
 - iii. Bring an action against the Unit Owner for specific performance of the Unit Owner's duties under this Section 6.6.

ARTICLE VII

Subsequently Allocated Limited Common Elements

No portion of the Common Elements may be subsequently allocated as Limited Common Elements.

ARTICLE VIII

Development Rights and Other Special Declarant Rights

There are currently no Development Rights or Special Declarant Rights reserved for this Property.

ARTICLE IX

Allocated Interests

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

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

- (a) **Liability for the Common Expenses.** The percentage of liability for Common Expenses allocated to each Unit is based on the number of Units in the Common Interest Community. Nothing contained in this subsection shall prohibit Common Expenses from being apportioned to particular Units under Article XIX of this Declaration.
- (b) **Votes.** Each Unit in the Common Interest Community shall have one (1) equal vote in the affairs of the Association. Any specified percentage, portion or fraction of Unit Owners,

unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated herein.

ARTICLE X

Restrictions on Use, Alienation and Occupancy

Section 10.1 - Use and Occupancy Restrictions. The following use restrictions apply to all Units and to the Common Elements:

- (a) Each Unit is restricted to residential use as a single-family residence including home professional pursuits without employees or requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage and otherwise permitted under the Town of Branford zoning regulations. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two (2) per bedroom as designated on the plans of file with the building official of the Town of Branford.
- (b) The use of Units and Common Elements and Limited Common Elements is subject to the Bylaws and the Rules of the Association. The Association may make Rules affecting the use and occupancy of the Units only in accord with Section 25.4 of Article XXV.
- (c) For any Unit Owner who fails to pay an assessment, the Executive Board may suspend any right or privilege of a Unit Owner but may not deny access to his/her Unit or Limited Common Elements, suspend a right to vote or participate in meetings of the Association, prevent a Unit Owner from seeking election as a director or officer of the Association or withhold services provided to the Unit or Unit Owner by the Association if the effect of doing so would be a danger to health, safety or property of person.
- (d) Driveways are restricted to use by the Unit to which such driveways is a Limited Common Element, as parking space for vehicles, specifically excluding, however, trucks in excess of one ton capacity.
- (e) No noxious or unreasonably offensive activities may be carried on in any Unit or in the Common Elements, nor may anything be done therein either willfully or negligently that may be or become an unreasonable annoyance, that interferes with the proper use of the Property by Unit Owners or other occupants of Units, or that adversely affects other Units or the Common Elements.
- (f) All portions of the Common Elements designated as open space by the Branford Planning Commission shall be preserved as open space in accordance with the Town of Branford zoning and subdivision regulations.

Section 10.2 - Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing plan as defined under Chapter 734b of the Connecticut General Statutes.

All leases and rental agreements shall be in writing and be subject to the requirements of the Documents of the Association. There shall be no subletting by tenants without prior written consent of the Executive Board.

No Unit may be leased for a lease term of less than ninety (90) days. No “AirBnB” or other similar short- term rental arrangements are permitted. No Unit Owner may lease less than the entire unit; no single room rentals are permitted.

Section 10.3 – Costs of Enforcement. Any and all costs of enforcement of Restrictions on Use, Occupancy and Alienation shall be paid by the Unit Owner who by his or her action caused the need for the enforcement of these restrictions. Such costs are chargeable and collectable in the same manner as common expenses against the unit, pursuant to Article XIX, Section 19.3.

ARTICLE XI Easements and Licenses

All easements or licenses to which the Common Interest Community is presently subject are recited in the original Declaration as Schedule A-1.

ARTICLE XII Reallocation of Limited Common Elements

Section 12.1 Reallocation of Driveways Limited Common Elements. Subject to compliance of all requirements of any governmental authorities having jurisdiction over the Common Interest Community, Limited Common Elements driveways depicted on the Survey and any amendment thereto may be reallocated by an amendment to this Declaration executed by those Unit Owners between and among whose Units the reallocation is made.

Such an amendment shall require the approval of the Executive Board and the approval of all holders of Security Interests in the affected Units, which approvals shall be endorsed thereon. The Unit Owners executing the amendment shall provide the executed copy thereof to the Executive Board, which shall, if approved by the Executive Board by its endorsements thereon, record it in the Branford Land Records. The amendment shall contain words of conveyance and shall be recorded and indexed in the name of the affected Unit Owners and the Common Interest Community.

The Unit Owners executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorney’s fees in connection with the review of the amendment and for the recording costs.

ARTICLE XIII
Additions, Alterations and Improvements

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

- (a) A Unit Owner:
 - i May make any improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community; and
 - ii May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Executive Board.
 - iii After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, so long as such acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries.
- (b) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 13.1(a)(ii). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.
- (c) Any required applications to any department or to any governmental authority for a permit to make any additions, alteration or improvement in or to any Unit or the Common Elements, including Limited Common Elements, shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.
- (d) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by Unit Owners of any Units other than those affected by such change.

Section 13.2 - Additions, Alterations and Improvements by Executive Board. Subject to the limitations of Sections 19.5 and 19.6 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE XIV

Relocation of Boundaries Between Adjoining Units

Section 14.1 – Application and Amendment. Subject to approval of any structural changes and required permits pursuant to Article XIII, the boundaries between adjoining Units may be relocated by an amendment to the Declaration on written application to the Executive Board by the Unit Owners of Units affected by the relocation. If the Unit Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocations. The Executive Board shall either approve or disapprove any such application, after Notice and Hearing, within thirty (30) days of its receipt. Failure of the Executive Board to consent to such reallocation within said thirty (30) day period shall be deemed to be its disapproval. If the Executive Board and all holders of Security Interests on the affected Units consent to such reallocation within such period, the Association shall prepare an amendment that identifies the Units involve, states the reallocations and indicates Association's consent. The amendment shall be executed by the affected Unit Owners and contain words or conveyance between them, and the approval of the Executive Board and all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of 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 shall reimburse the Association for its reasonable costs of preparation, execution recordation of the amendment and all attorney's fees incurred by the Association in connection with the review of any application and the Governing Documents in connection therewith.

ARTICLE XV

Amendments to Declaration

Section 15.1 - General. Except in cases of amendments that may be executed under Section 47-237 of the Connecticut General Statutes and except as limited by Section 15.4 and Article XVIII of this Declaration, this Declaration, including the Survey and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 15.2 - Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded.

Section 15.3 - Recordation of Amendments. Every amendment to this Declaration shall be recorded in every town in which any portion of the Common Interest Community is located and, except as provided in Article XV, Section 15.4(b), is effective only on recording. An amendment, except an amendment pursuant to Article XIV of this Declaration, shall be indexed in the grantee's index in the name of the Common Interest Community and the Association.

Section 15.4 - When Consent of More Than 67% of the Unit Owners May Be Required. Except to the extent expressly permitted or required by provisions of the Act and this Declaration, the following amendments will require a vote in excess of 67% percent of the Unit Owners and compliance with the following conditions:

- (a) No amendment may prohibit or materially restrict the permitted uses or occupancy of a Unit or other qualifications of persons who may occupy Units without a vote or agreement of Unit Owners to which at least 80 percent of the votes in the Association are allocated. Each amendment must provide reasonable protection for use and occupancy permitted at the time the amendment was adopted.
- (b) No amendment may change the boundaries between any Unit and the Common Elements to incorporate Common Elements within the Unit except under the following procedure:
 - i The owner of a Unit who wishes his boundaries to be relocated to include Common Elements will make application to the Association with a plan for the relocated boundaries in sufficient specificity to act as an amendment to the Declaration and the any Plans and Surveys required. The application shall contain such other information as the Executive Board may reasonably require to evaluate the merits of the application and its effect on safety and structural soundness of any proposed change to the physical portions of the building involved. A fee sufficient to defer the costs of the Executive Board may be required to be paid.
 - ii The amendment will be reviewed by the Executive Board and such consultants as it feels are necessary.
 - iii If the Executive Board approves the amendment, it will be submitted to a vote of the membership at a special meeting called for that purpose. Unless persons entitled to cast at least sixty-seven percent of the votes in the Association agree to the action, the amendment will not be approved.
 - iv The amendment will be executed by the Unit Owner of the Unit whose boundary is being relocated and by the President of the Association pursuant to the resolution of the Executive Board approving the amendment, attested by the Secretary, contain words of conveyance between the Unit Owner and the Association and be recorded in the town land records and be indexed in the name of the Unit Owner as grantee, and the Association as Grantor or otherwise as appropriate.

- (c) No amendment may otherwise create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any Unit to incorporate Common Elements into the Unit in the absence of unanimous consent of the Unit Owners unless otherwise provided above.

Section 15.5 - Execution of Amendments. Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 15.6 - Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant, if any.

Section 15.7 - Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XVIII.

ARTICLE XVI Amendments to Bylaws

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

ARTICLE XVII Termination

Termination of the Common Interest Community may be accomplished only in accordance with the provisions of the Connecticut General Statutes Chapter 828 - The Common Interest Ownership Act, as amended.

ARTICLE XVIII Mortgagee Protection

Section 18.1 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 18.2 - Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate

have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

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

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;
- (b) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.4; and
- (e) Any judgment rendered against the Association.

Section 18.4 - Consent Required.

- (a) **Document Changes.** Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of this Declaration by the Association or Unit Owners described in this Subsection 18.4(a) may be effective without the vote of at least sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner vote required in this Declaration or Chapter 828 of the Connecticut General Statutes) and until approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right. Material includes, but is not limited to, any provision affecting:
 - (i) Assessments, assessment liens or subordination of assessment liens;
 - (ii) Voting rights;
 - (iii) Reserves for maintenance, repair or replacement of Common Elements;
 - (iv) Responsibility for maintenance and repairs;

- (v) Reallocation of interests in the Common Elements or Limited Common Elements except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in such Units must approve such action;
 - (vi) Rights to use Common Elements and Limited Common Elements;
 - (vii) Boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;
 - (viii) Convertibility of Units into Common Elements or Common Elements into Units;
 - (ix) Expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;
 - (x) Insurance or fidelity bonds;
 - (xi) Leasing of Units;
 - (xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
 - (xiii) Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
 - (xiv) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;
 - (xv) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
 - (xvi) Any provision that expressly benefits mortgage holders, insurers or guarantors.
- (b) **Actions.** Notwithstanding any lower requirement permitted by this Declaration or Chapter 828 of the Connecticut General Statutes, the Association may not take any of the following actions without the approval of at least fifty-one percent (51%) of the Eligible Mortgagees or such higher percentage as set forth herein:

- (i) The conveyance or encumbrance of the Common Elements or any portion thereof, as to which an eighty percent (80%) Eligible Mortgagee approval is required. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the benefit of the Common Interest Community shall not be deemed a conveyance or encumbrance within the meaning of this clause;
- (ii) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- (iii) The restoration or repair of the Property after hazard damage or a partial condemnation in a manner other than that specified in the Documents;
- (iv) The termination of the Common Interest Community, for reasons other than substantial destruction or condemnation, as to which a sixty-seven (67%) Eligible Mortgagee approval is required;
- (v) The alteration of any partition or creation of any aperture between adjoining Units when Unit boundaries are not otherwise being affected, in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;
- (vi) The merger of this Common Interest Community with any other Common Interest Community;
- (vii) The granting of any easements, leases, licenses and concessions through or over the Common Elements excluding, however, any utility easements serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one (1) year;
- (viii) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and
- (ix) Any action taken not to repair or replace the Property.

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

- (c) The Association may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Eligible Mortgagees.
- (d) The failure of an Eligible Mortgagee to respond within forty-five (45) days to any written request of the Association for approval of a non-material addition or amendment to the Documents shall constitute an implied approval of the addition or amendment.

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

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

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

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

Section 18.9 - Attendance at Meetings. Any representatives of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

ARTICLE XIX

Assessment and Collection of Common Expenses

Section 19.1 - Definition of Common Expenses. Common Expenses shall include:

- (a) Expenses of administration, maintenance, and repair or replacement of the Common Elements;
- (b) Expenses declared to be Common Expenses by the Documents or by the Act;
- (c) Expenses agreed upon as Common Expenses by the Association; and
- (d) Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 19.2 - Apportionment of Common Expenses. Except as provided in Section 19.3, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Schedule A-2 to this Declaration.

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

- (a) Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed against the Unit or Units to which the

Limited Common Element is assigned, if the responsibility for the maintenance, repair and replacement thereof is the responsibility of such owner or owners under this Declaration.

- (b) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
- (c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
- (d) Assessment to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (e) If any Common Expense is caused by the willful misconduct, failure to comply with a written maintenance standard promulgated by the Association or gross negligence of any Unit Owner, tenant, guest or invitee of a Unit Owner or tenant, the Association may after Notice and Hearing, assess the portion of that Common Expense in excess of any insurance proceeds received by the Association, if any, under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against that Unit Owner and their Unit.
- (f) Portions of the cost of repairing or replacing Units that are allocated to individual Units under the provisions of Subsection 23.2 (b) of this Declaration shall be assessed against the Unit or Units to which they are so allocated.
- (g) If any damage or loss originates within a Unit and affects that Unit, another Unit and/or the Common Elements, the owner of the Unit in which the damage or loss originated shall be responsible for the costs to repair the damage or the deductible under the Association's insurance policy whichever is less, and such amount may be assessed against said Unit following Notice and Hearing.
- (h) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Section 19.4 - Lien.

- (a) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

- (b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first or second Security Interest in the Unit recorded before the date on which the assessment sought to be enforced became 60 days 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 herein to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 19.5 of this Article which would have become due in the absence of acceleration during the nine (9) months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described herein. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association.
- (c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.
- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (e) This Section does not prohibit actions against Unit Owners to recover sums for which Subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.
- (g) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (h) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessment, the court may appoint a receiver of the Unit Owner pursuant to Section 52-504 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 19.5 of this Declaration.
- (i) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessment against that Unit which became due before the sale, other than the assessments which

are prior to that Security Interest under Subsection 19.4(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

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

Section 19.5 - Budget Adoption and Approval. Within thirty (30) days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to all the Unit Owners, including any reserves and a statement for the basis on which any reserves are calculated and funded, and shall simultaneously set a date for a meeting of the Unit Owners to consider approval of the budget not less than ten (10) nor more than sixty (60) days after providing the summary. Alternatively, the proposed budget may be approved by the Unit Owners by ballot without a meeting in accordance with the Act. If at that meeting (or in a vote without a meeting by ballot) a majority of all Unit Owners do not reject the budget, the budget is approved, whether or not a quorum is present or voting. In the event the proposed budget is rejected, the periodic budget last approved by the Unit Owners shall be continued until such time as the Unit Owners approve a subsequent budget proposed by the Executive Board.

Section 19.6 - Special Assessments and Emergency Assessments.

- (a) The Executive Board, at any time, may propose a special assessment. Not later than thirty (30) days after the adoption of a proposed special assessment, the Executive Board shall provide a summary to all Unit Owners. If the special assessment, together with all other special assessments and emergency assessments for the same calendar year, does not exceed fifteen (15%) percent of the Association's last approved periodic Budget for that calendar year, the special assessment is effective without the approval of the Unit Owners. Otherwise, the Executive Board shall submit such special assessment to the Unit Owners for approval in the same manner as a budget under Section 19.5. A special assessment subject to Unit Owner approval as provided above may also be approved in a vote by ballot without a meeting pursuant to 19.5 above.
- (b) If the Executive Board determines by a two-thirds (2/3) vote that an emergency assessment is necessary to respond to an emergency then (1) The emergency assessment becomes effective immediately in accordance with the terms of the vote; (2) notice of the emergency assessment must be provided promptly to all Unit Owners; and (3) the Executive Board may spend the funds paid on account of the emergency assessment only for the purposes described in the vote.

Section 19.7 - Certificate of Payment of Common Expense Assessments. The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

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

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

Section 19.10 - No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 19.11 - 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 shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

ARTICLE XX

Right to Assign Future Income

Section 20.1 - Vote Required. The Association may assign its future income, including its right to receive Common Expense assessments, as collateral for a loan only by the affirmative vote of Unit Owners of Units to which at least fifty-one (51%) percent of the votes in the Association are allocated.

Section 20.2 - Notice Regarding Loan Terms. Prior to entering into any loan agreement, the Executive Board shall disclose in a Record to all Unit Owners the amount and terms of such loan and the estimated effect of such loan on any Common Expense assessment and shall afford the Unit Owners a reasonable opportunity to submit comments in a Record to the Executive Board with respect to such loan. The notice requirement provided for herein shall be dictated by statute or, in the absence of such statute, by resolution of the Executive Board.

ARTICLE XXI

Persons and Units Subject to Documents

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

Section 21.2 - Adoption of Rules. The Executive Board may adopt Rules regarding the use and occupancy of Units, Common Elements, and Limited Common Elements and the activities of occupants, subject to Notice and Comment and in accordance with the Connecticut General Statutes. At least ten (10) days before adopting, amending or repealing any Rule, the Executive Board shall give all Unit Owners notice of: (1) Its intention to adopt, amend or repeal a Rule and shall provide the text of the Rule or the proposed change, and (2) a date on which the Executive Board will act on the proposed Rule or amendment after considering comments from the Unit Owners. Following adoption, amendment or repeal of a Rule, the Association shall notify the Unit Owners of its action and provide a copy of any new or revised Rule.

Section 21.3 – Abatement and Enjoinment of Violations by Unit Owners. The violation or breach of any provision of the Governing Documents shall give the Executive Board the right, after Notice and Hearing except in case of emergency, in addition to any other rights set forth in this Declaration:

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

ARTICLE XXII

Insurance

Section 22.1 - Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Sections 22.2 and 22.3 of this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at the respective last known addresses.

Section 22.2 - Property Insurance.

- (a) Property insurance covering:
 - (i) The project facilities (which term means all buildings on the Property, including the all fixtures and equipment and shall include the Units, and all improvements and betterments installed by Unit Owners, unless the

Executive Board decides, after giving notice and an opportunity for Unit Owners to comment, not to insure such improvements and betterments, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the undersurfaces of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and

(ii) All personal property owned by the Association.

- (b) **Amounts.** The Common Elements, Limited Common Elements and any property owned by the Association for an amount equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date. Personal property owned by the Association for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

The insurance policy may include a deductible determined in the best interests of the Association by the Executive Board, in conjunction with their insurance representatives and other professional advisors.

- (c) **Risks Insured Against.** The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.
- (d) **Other Provisions:** Insurance policies required by this Section shall provide that:
- (i) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.
 - (ii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
 - (iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
 - (iv) Loss shall be adjusted with the Association.
 - (v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and, in the absence of such designation, to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee.

- (vi) The insurer may not cancel or refuse to renew the policy until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.
- (vii) The name of the insured shall be substantially as follows:

"Hunting Ridge Farms Association, Inc. for the use and benefit of the individual Owners".

Section 22.3 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$1,000,000 covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

- (a) **Other Provisions.** Insurance policies carried pursuant to this Section shall provide that:
 - (i) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association.
 - (ii) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.
 - (iii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
 - (iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
 - (v) The insurer may not cancel or refuse to renew the policy until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 22.4 - Fidelity Insurance. Fidelity insurance shall be obtained 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 policy shall name the Association as the insured and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the policy is in force, and in no event less than the sum of three (3) months'

assessments plus reserve funds. The insurer may not cancel or refuse to renew the policy until sixty (60) days after the notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known address.

Section 22.5 - Unit Owner Policies.

(a) Other Insurance. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

(b) Notice of Unit Owners. At least once in each calendar year and any time the deductible under the Association's property insurance policy is changed, the Association shall give notice to each Unit Owner of the need to obtain individual coverage for restoration costs that may be allocated against the individual Units under the provisions of Subsection 23.2(b) of the Declaration. However, the failure of the Association to furnish such notice shall not create any liability on the part of the Association or prevent it in any way from making the allocations provided for in that Subsection.

Section 22.6 - Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut, as necessary.

Section 22.7 - Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 22.8 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 22.9 - Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XXIII Damage To Or Destruction Of Property

Section 23.1 - Duty to Restore. Any portion of the Property for which insurance is required under Section 47-255 of the Connecticut General Statutes or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association unless:

- (a) The Common Interest Community is terminated;
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

- (c) Eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 23.2 - Cost.

(a) Generally. Except as provided for in Subsection 23.2(b), the cost of repair or replacement of damage or destruction in excess of insurance proceeds shall be a Common Expense assessed against all Units under Section 19.1.

(b) Allocation of Excess Repair and Replacement Costs Resulting from a Deductible. The cost of repair or replacement of damage or destruction in excess of insurance proceeds to the extent of the application of a deductible set out in Subsection 22.2(b), shall be allocated as follows:

- (i) Cause of loss originating in or emanating from a Unit or other portion of Common Interest Community that must be maintained, repaired or replaced by a Unit Owner. If the Executive Board determines, after Notice and Hearing, that the cause of the damage or destruction being repaired or replaced originated in or emanated from a Unit or other portion of the Common Interest Community considered a “High Risk Component” that must be maintained, repaired or replaced by a Unit Owner in accordance with Section 6.6, it shall assess the excess against such Unit as a Common Expense attributable to fewer than all Units in accordance with Section 19.3(f).
- (ii) All other causes of loss. In all cases where the excess repair and replacement costs is not allocated as described in Subsection 23.2(b)(i) of this Declaration, then it shall be allocated as follows:
 - A. If the repair or replacement is entirely to the Common Elements, such excess shall be assessed against all Units under Section 19.1
 - B. If the repair or replacement is entirely to a single Unit, such excess shall be assessed against the affected Unit only. Under Subsection 19.2(f).
 - C. In all other cases, if the repair or replacement is to two or more Units or to one or more Units and the Common Elements, such excess shall be prorated among the affected Unit or Units and Common Elements, as the case may be, in the same proportion as the total cost of restoration of each of the affected Units and Common Elements bears to the total cost of restoration of all of the affected Units and Common Elements In calculating this proration, the Association may rely on itemized bills or reports from the contractor or contractors making the restorations or on estimates prepared by an adjuster or construction estimator engaged by the company issuing the property insurance coverage required under Section 22.2 or engaged by the

Association. The portion of excess allocated to the affected Unit under this Subsection 23.2(b)(ii)(C) shall be assessed against the Unit under Subsection 19.2(f). The portion of the excess allocated to the Common Elements against all Units under Section 19.1.

(c) Nothing in this Section 23.2 shall limit the Association's ability to assess the Unit or the Unit Owner for Common Expenses caused by willful misconduct, failure to comply with a written maintenance standard, or gross negligence to the maximum amount permitted under Subsection 19.2(e) of this Declaration.

Section 23.3 - Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners and fifty-one (51%) percent of Eligible Mortgagees.

Section 23.4 - Replacement of Less Than Entire Property.

- (a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community;
- (b) Except to the extent that other persons will be distributees;
 - (i) The insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and
 - (ii) The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units;
- (c) If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated on the vote as if the Unit had been condemned under Subsection (a) of Section 47-206 of the Connecticut General Statutes, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 23.5 - Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Association, shall hold any insurance proceeds in trust for the Association, Unit Owners and lienholders as their interests may appear. Subject to the provisions of Subsection 23.1(a) through Subsection 23.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

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

- (a) Whether or not damaged or destroyed Property is to be repaired or restored;
- (b) The 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, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the Land Records of the Town of East Haven from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

ARTICLE XXIV

Rights to Notice and Comment; Notice and Hearing

Section 24.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally by mail or electronic mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than ten (10) 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. With regard to the promulgation of Rules, see specifically XXI, Section 21.2 of this Declaration.

Section 24.2 - Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing" a procedure established by the Executive Board, which shall be consistent with the Act to the extent the Act speaks to this issue, shall be followed by the party conducting the Hearing. The Notice and Hearing procedure shall be provided for in the Bylaws of the Association.

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

ARTICLE XXV

Executive Board

Section 25.1 - Minutes of Executive Board Meetings. The Executive Board shall permit any Unit Owner to inspect the Minutes of Executive Board meetings during normal business hours. The Minutes shall be available for inspection within a reasonable time 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 otherwise provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration, the Bylaws or the Act, the powers and duties necessary for the administration of the affairs of the Association which powers and duties are specifically outlined in the Bylaws.

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 or until the next regularly scheduled election, whichever is sooner. An amendment to the Bylaws regarding the qualifications, powers or duties of the Executive Board shall require the vote or agreement of Unit Owners of Units to which at least a majority of the votes in the Association are allocated.

Section 25.4 - Rules Affecting Use and Occupancy of Units. The Association may adopt Rules that affect the use or occupancy of Units that may be used for residential purposes only to:

- (a) prevent any use of a Unit which violates the Declaration;
- (b) regulate any occupancy of a Unit which violates the Declaration or adversely affects the use and enjoyment of other units or Common Elements by other Unit Owners; or
- (c) restrict the leasing of Units to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on Units in Common Interest Communities, provided, however, no such restrictions shall be effective unless recorded in the land records.

Otherwise the Association may not regulate, via a Rule, the use or occupancy of units.

Section 25.5 - Tenants. If a tenant of a Unit Owner violates the Declaration, Bylaws or Rules of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may: (a) exercise directly against the tenant the powers described in Article II, Section 2.2 of the Bylaws, (b) after providing Notice and Hearing to the tenant and the Unit Owner, levy reasonable fines against the tenant or Unit Owner or both for the violation; and (c) enforce any other rights against the tenants for 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 General Statutes.

The rights granted under this paragraph may only be exercised if the tenant or Unit Owner fails to cure the violation within 10 days after the Association notifies the tenant and Unit Owner of that violation pursuant to the procedures for Notice and Hearing.

Unless the lease otherwise provides, this section does not:

- (a) affect rights that the Unit Owner has to enforce the lease or that the Association has under other law; or
- (b) permit the Association to enforce the lease to which it is not a party except to the extent that there is a violation of Declaration, Bylaws, or Rules.

ARTICLE XXVI

Condemnation

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

ARTICLE XXVII

Miscellaneous

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

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

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

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

Section 27.5 - Conflict. The Documents are intended to comply with the requirements of Chapter 828 and Chapter 602 of the Connecticut General Statutes. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall

control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

In Witness Whereof, the Association has caused this Amended & Restated Declaration to be executed this 1st day of March, 2022.

Signed, Sealed and Delivered
in the Presence of:

Inc.

Hunting Ridge Farms Assoc., Inc.

By:

Its President

Fred Taurica

STATE OF CONNECTICUT :

: ss.

COUNTY OF :

The foregoing instrument was acknowledged before me this 1st day of March, 2022, by Dom Gatto, President of the Hunting Ridge Farms Association, Inc.

Andrea A. Dunn
Commissioner of the Superior Court

SCHEDULE A-1
DESCRIPTION OF LAND

SCHEDULE A

Bounded:

Southerly: by Damascus Road;

Westerly: by Featherbed Lane in part and in part
by land now or formerly of James Fitzgerald
and in part by land now or formerly of James
Fitzgerald;

Northerly: by land now or formerly of James Fitzgerald;

Easterly: by land now or formerly of John Bishop and
in part by land of Elias Gould.

Containing 30 acres +.

RECEIVED FOR RECORD FEB 16 1984
at 10:45 A M. AND RECORDED BY
FRANK KINNEY TOWN CLERK

SCHEDULE A-2

TABLE OF INTERESTS

All 35 Units Declared shall share the percentage share of Common Elements and Common Expenses:

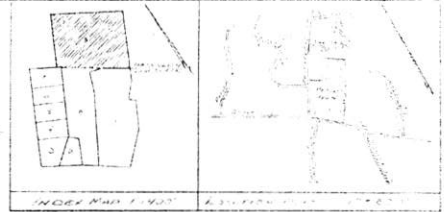
2.86%

Each Unit gets 1 vote in the affairs of the Association

SCHEDULE A-3

SURVEY

MRS. BENNETT & FINE MODERN



ELIZABETH JAMES

NOTES:
1. This map was prepared for the purpose of showing the location of the proposed underground utility lines, including but not limited to sanitary, storm, gas, electrical, cable, and telephone. Actual location is not shown. 2. No New District designated area as utility lines are located close to surface.

Area designated (D) is a blanket statement zone for placement of underground utility lines, including but not limited to sanitary, storm, gas, electrical, cable, and telephone. Actual location is not shown. 2. No New District designated area as utility lines are located close to surface.

FENTRESS LANE

NOTES:
1. Scale of drawing is 1" = 25' 000"

I hereby certify that this map and every part contained therein were prepared in accordance with the standards of the State of Connecticut as set forth in the Code of Regulations and the Standards of Accuracy of Surveys and Maps, adopted by the General Assembly of the State of Connecticut in 1972, and that I am a duly Licensed Professional Engineer in the State of Connecticut.

BERNARD E. GODFREY
REGISTERED PROFESSIONAL
LAND SURVEYOR

THOMAS A. HANCOCK & SONS
ENGINEERS

A PLANNED RESIDENTIAL COMMUNITY "HUNTING RIDGE FARMS" BENEFIT, CONN.

PROPERTY OF HUNTING RIDGE FARMS
255 CHURCH STREET
NEW HAVEN, CONN. 06510

BERNARD E. GODFREY
REGISTERED PROFESSIONAL LAND SURVEYOR
255 CHURCH STREET
NEW HAVEN, CONN. 06510



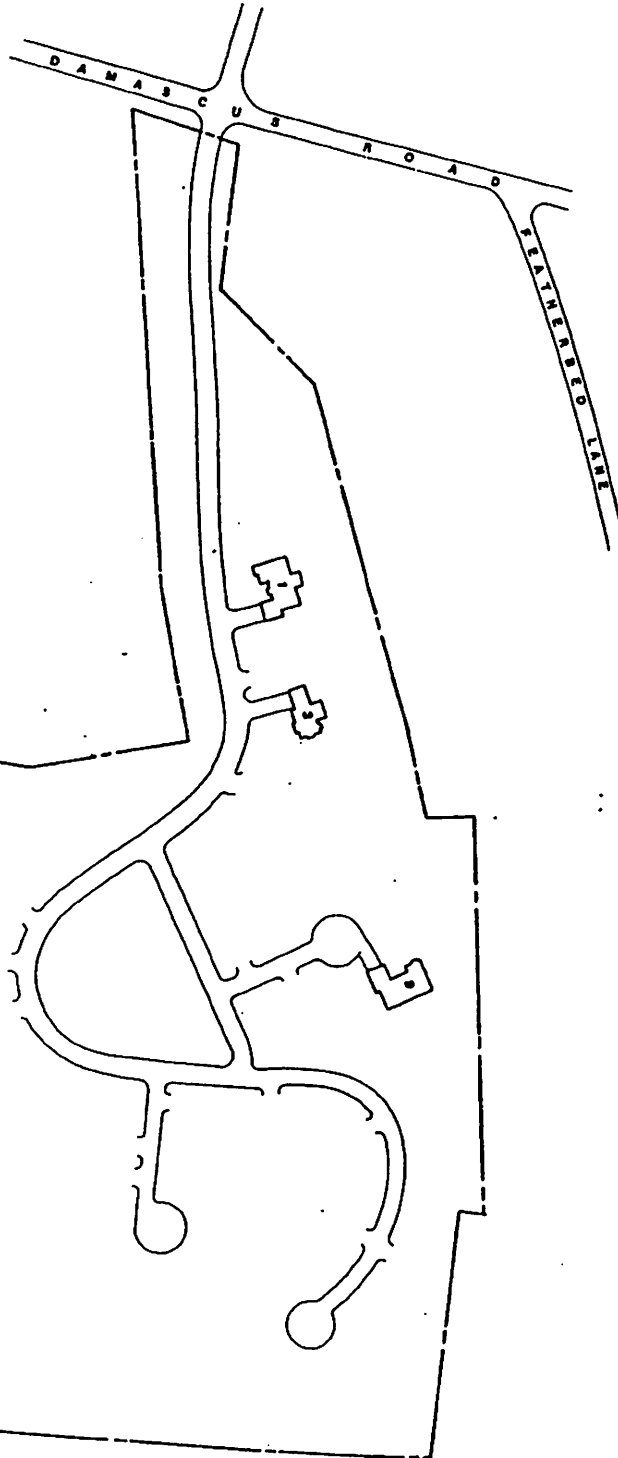
DATE	DESCRIPTION	BY
12/15/1983	Final Survey	BEG
12/15/1983	Final Survey	BEG
12/15/1983	Final Survey	BEG
12/15/1983	Final Survey	BEG
12/15/1983	Final Survey	BEG
12/15/1983	Final Survey	BEG
12/15/1983	Final Survey	BEG
12/15/1983	Final Survey	BEG
12/15/1983	Final Survey	BEG
12/15/1983	Final Survey	BEG

SCALE 1" = 100' DEC 15, 1983 SHEET 2 OF 2

SCHEDULE A-4

PLANS

KEY PLAN

The "Hunting Ridge Farms" is a planned residential community. The site is located in the town of Branford, Connecticut. The community is situated on a 100-acre parcel. The community is planned to be a residential community with a mix of housing types. The community is planned to be a residential community with a mix of housing types. The community is planned to be a residential community with a mix of housing types.

The "Hunting Ridge Farms" is a planned residential community. The site is located in the town of Branford, Connecticut. The community is situated on a 100-acre parcel. The community is planned to be a residential community with a mix of housing types. The community is planned to be a residential community with a mix of housing types. The community is planned to be a residential community with a mix of housing types.

ATLANTA, GEORGIA

BRANFORD, CONNECTICUT

1

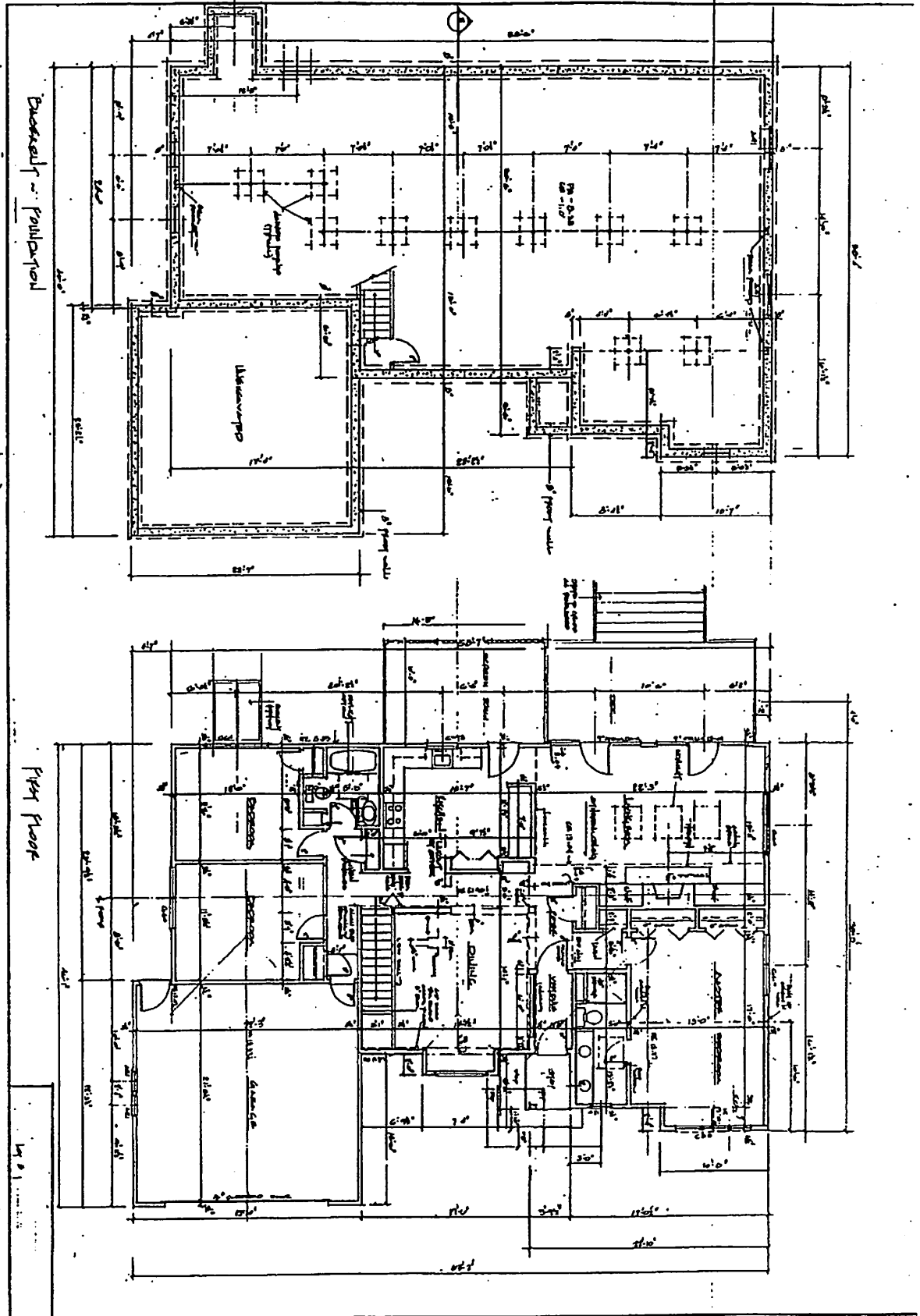
A-4

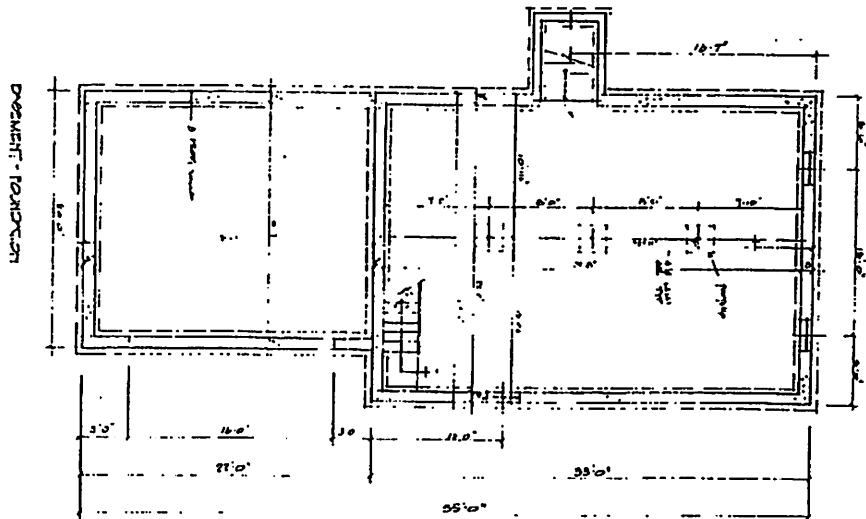
EXHIBIT

KEY PLAN

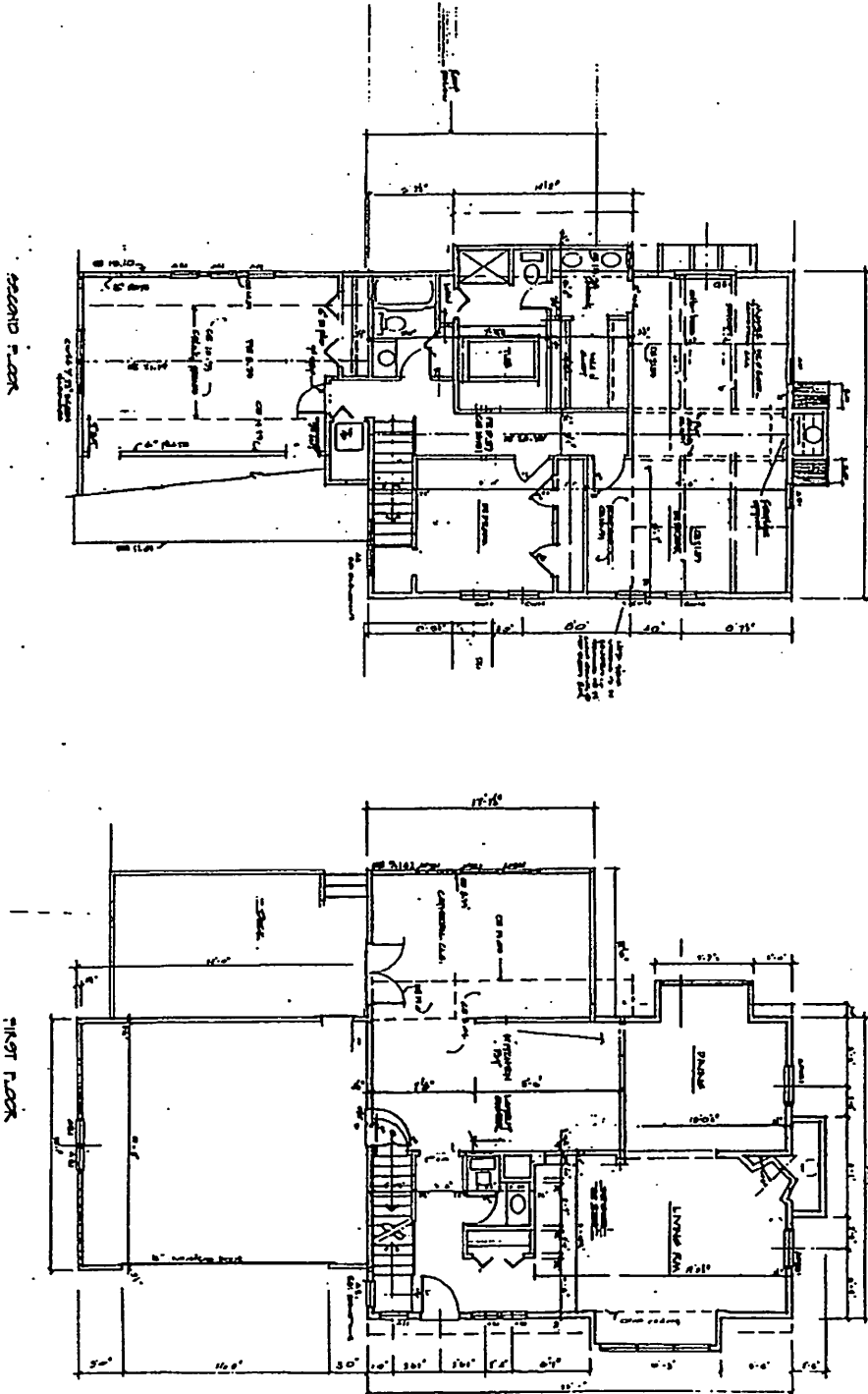
HUNTING RIDGE FARMS
A PLANNED RESIDENTIAL COMMUNITY - BRANFORD, CONNECTICUT
ANDERSON - WILCOX CONTRACTORS, INC.

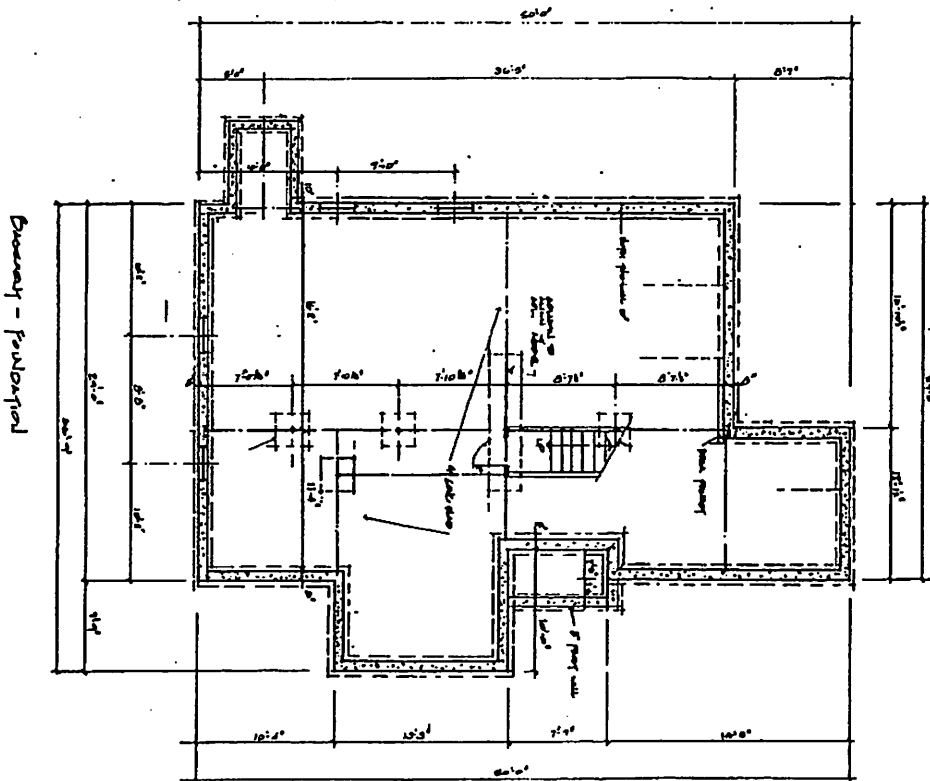
atelier
architects and planners pc waterbury connecticut





107.3





Garage - Full-sized

5
7
9

