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September 28, 2010

Jeff Olmstead  
The Common at Sinnott Farm, Inc.  
P.O. Box 681  
Bloomfield, CT 06002

Re: The Common at Sinnott Farm, Inc. - The Knoll

Dear Jeff:

On behalf of the owners' Association, you have asked me to look into the status of the Knoll in light of any claims that the Association may have to this property. At your request, I have ordered a title search of the Knoll. Based on my review of the title search, the Public Offering Statement, the Declaration, and some of the background file (especially a letter to Peter Rotelli from Leonard Jacobs dated August 5, 1998), I do not believe that the Association would prevail in a claim that the Knoll does, or should, belong to the Association or that the Association has any rights to the Knoll.

The title search indicates that the Knoll originally belonged to an Andrew C. Petersen, Inc. and was transferred by Quitclaim Deed to Peter Stitch Associates, Inc. in 1988. The land is described in the description of the Declaration of the Common at Sinnott Farm by Peter Stitch Associates, Inc. However, the Knoll was conveyed by Warranty Deed from Peter Stitch Associates, Inc. to the FDIC in 1992, and then conveyed by Quitclaim Deed from the FDIC to James Street Development Corp. in 1994. In 2003, the James Street Development Corp., LLC transferred the property to the Wintonbury Land Trust, Inc.<sup>1</sup>

With respect to the Common at Sinnott Farm, the Declarant, Peter Stitch Associates, Inc., set up a common interest community, developed and sold 66 units, established the Association, and deeded the common elements to the Association. Throughout the Public Offering Statement and the Declaration, the Declarant has reserved the right (but not the obligation) to add land and create up to 33 more units.

<sup>1</sup> The FDIC transferred the property to James Street Development Corp., a Rhode Island corporation having an address at 1 James Street, Providence, Rhode Island, and then the property was transferred by James Street Development Corp., LLC, a Rhode Island Limited Liability Company to the Wintonbury Land Trust, Inc. I do not believe this discrepancy has any effect on my opinion regarding any claim the Association has to the Knoll.

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This is the land referred to by us as the Knoll. At Section 2 of the Public Offering Statement, the Declarant states that if the Additional Land is added to the Community, there will be 99 units; and if the Additional Land is not added to the Community, the Declarant gives no assurance of its future use or development; and if created, subsequent Units will be shown on an appropriate subdivision plan approved by the Bloomfield P & Z. These references indicate that the Additional Land is not part of the Community, but at the option of the Declarant, may become part of the Community.

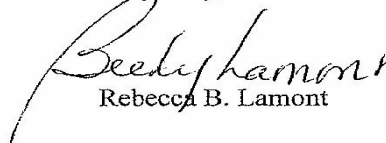
As you know, there are two types of properties in a common interest community: the units which are owned and developed by the Declarant and then transferred to the unit owners and the common elements which are transferred by the Declarant to the Association. The Knoll never became either type of property. Although the land was included in the description of the land declared part of the Community, in both the Public Offering Statement and the Declaration, it is clear that the Declarant was reserving its right to add the land; not that the land was already part of the Community. In fact, the land was never developed, was never added to the Community, nor was it ever deeded as a common element to the Association.

In Section 24 (last paragraph) of the Declaration, the Declarant is allowed to terminate its development rights by "recorded instrument." The transfer of the Knoll to the FDIC and later to Wintonbury Land Trust, Inc. are recorded instruments.

I agree that there are ambiguities in the Public Offering Statement and the Declaration concerning the Knoll. The ambiguities are the fact that the Knoll is a portion of the land described in the description of the community and Section 8.2 (f) dealing with Limitations of Development Rights that states: "Upon the expiration or other Termination of Development Rights, all real property subject to Development Rights shall become Units or Common Elements as described in the Declaration." However, I caution the Association that the references throughout the Public Offering Statement and the Declaration that Declarant has a right to "add land" at some future date within 21 years and the fact that the Declarant never developed the Knoll, but instead deeded it out to others are strong evidence that the Knoll was never "real property subject to Development Rights." Public offering statements and declarations are restrictions on the use of property; they do not transfer ownership of the property.

I hope that this analysis is helpful to you and the Association. I repeat that it is based on the title search and my review of the Public Offering Statement, the Declaration, and some limited background information I have found in our files. Should you have any questions or wish me to take further action, please let me know.

Very truly,

  
Rebecca B. Lamont

RBL:br

