

**PUBLIC OFFERING STATEMENT**  
**THE COMMON AT SINNOTT FARM**  
**BLOOMFIELD, CONNECTICUT**

Peter Stich Associates, Inc.  
819 Farmington Avenue  
Farmington, Connecticut 06032

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## THE COMMON AT SINNOTT FARM

A Planned Community

Peter Stich Associates, Inc.

### Introduction

Within the memory of man, the western verge of the Connecticut Valley, lying up against the foothills of the Talcott Mountain Ridge in northwestern Bloomfield, has been farmed, and then, in more recent times, gradually settled as one of the finest residential areas of Hartford County.

One of the most significant and beautiful landmark farms lay at the intersection of Wadhams Road as it rises into the foothills of the Talcott Mountain range, and Terry Plains Road as it runs northwest from the center. Recent generations have known it as the Petersen Dairy Farm, and before that as the Sinnott Farm.

The Petersen-Sinnott Farm is characterized by rich, open cultivated and pastured fields, knolls with steep slopes, fragile wetland areas, specimen trees and an unparalleled view of the Hartford skyline to the Southeast.

The contours, wooded areas, and the ecosystem of the farm divided itself into three naturally separate development areas: the highlands at the west, the vale in the center, and the knoll at the edge of the eastern wetlands. The land demanded that each of these areas be developed as individually designed communities, each with a different and independent character.

As the developers of Sinnott Farm, we contemplated the possibility of creating exclusive communities on the sections of Sinnott Farm, developing varying densities and style-subdivisions of residential homes and sites, focused around, and primarily emphasizing, the conservation and preservation of selected portions of existing wooded copses, specimen trees, steep slopes, and fragile wetlands, associated with limited recreation amenities. We decided that the site offered a challenge and an opportunity for varying forms of individual ownership of the various sites, providing a unique chance to develop a range of housing types, offering different styles of home ownership, and the opportunity to share the unexcelled benefits of this singular remaining undeveloped land in such a superb neighborhood.

The passage of Connecticut's new Common Interest Ownership Act has permitted sophisticated and complex ownership relationships to be created, developed, and managed under the different community-sensitive regimes which would be required.

We were given, however, a large number of restrictions and limitations to balance against the opportunities:

- (a) The mixture of the compatible uses, in a significant rural landscape such as Bloomfield, on an environmentally critical and fragile site;
- (b) The location on the edge of, serving, and including the flood water retention areas, and a significant wetland, with unexceeded and significant views of the Connecticut Valley and the dales and glens of the site and its environs;
- (c) Our traditional requirement for architectural excellence; and
- (d) The differing economic goals of the owners.

We were thus forced into: a careful approach to development; a sensitive response to design challenges; a consciousness of the interrelationship of the varying personal styles of homeowners each in their own community, the environment, the open space; the fragile ecosystem, to be supplemented by limited recreation facilities.

They all are synergistic and enhance each other but each has a clear, unique identity and style.

The inclusion of the varying home sites, in a New England Traditional style, requirements for parking, roadways and site improvements to serve the homes, the ecologically sensitive use of the rolling contours, the preservation of woodlands, slopes, wetlands, and specimen trees demanded by the modern requirements of site development under sophisticated engineering standards were in sharp contrast to the demands of the usual single family home development.

With respect to the highland portion of the site, a conventional single-family home site subdivision is being created which will be consistent with the conventional subdivisions adjoining the site.

However, with respect to the other portions of the site, a precisely structured community association is required, on that can preserve property values, the ambience and character of the community, both integrate and appropriately segregate the mixture of uses, provide for the carefully regulated use of open space, recreational, and environmental preservation activities and architectural covenants which permitting the maximum flexibility of lifestyles, individual expression and full maintenance provided living usually expected in a suburban Connecticut Valley community.

The Common at Sinnott Farm, which will occupy the vale in the center of the property, and perhaps the knoll of the eastern edge of the property, will consist initially of individually owned lots clustered around five private streets and six cul-de-sacs. Each Unit Owner will contract with the Declarant or a contractor chosen by the Declarant for the construction of a singles family home on his or her lot. The homes will have up to four bedrooms and attached garages. The homes will be subject to tight architectural and structural controls designed to maintain a consistent attractive style.

We chose the Planned Community form for The Common at Sinnott Farm. Each Unit will consist of an individually owned lot and will be surrounded by open space to be enjoyed in common by all lot owners. These open areas will make up the Common Elements of the Association. The Association will own the Common Elements which will be deeded to it at the time of the recording of the Declaration.

The Common is designed to serve young, established professionals and their families. It will offer the opportunity for individual home and land ownership in attractive surroundings with abundant open space.

Recreational facilities include a tennis court, a tot lot, the open space, and a ball field/recreational area to the north of the site near the intersection with Wadhams Road and Terry Plains Road. The entire recreational area has been conveyed to the Town of Bloomfield as a public playing field, and the Town has assumed the responsibility for its expenses, except for the completion of the tennis court and ball field by the Declarant. An existing pond is located on the property. An additional pond will be created and maintained in the middle of the Property. Lights may be installed around the ponds for evening use if such lights are permitted by local, state, or federal environmental agencies.

For financing and development purposes, the special rights of the Declarant to control and continue development of the community (called "Special Declarant Rights" in the Act and these documents) may be severed into portions covering different parts of the community, some portions being conveyed to one successor declarant, and some conveyed to another. These rights may be made appurtenant to different parts of the community, so that one developer can develop the main portion of the community, and another a different portion. These fragment rights are created so that the developer may separately finance these differing improvements through different lenders which may be required because of the different uses and lender requirements for each use.

**EACH UNIT OWNER MUST ACTIVELY MANAGE, RENT, AND OPERATE HIS OR HER OWN UNIT. NO REPRESENTATION IS BEING MADE AS TO THE INVESTMENT VALUE OR MONETARY RETURN ON PURCHASE PRICES. CLOSING OF TITLE MAY NOT BE PRECONDITIONED ON OCCUPANCY BY A TENANT OR EXISTENCE OF A LEASE. INDIVIDUAL UNITS MAY BE LEASED FROM TIME TO TIME AT A SEPARATELY NEGOTIATED RATE BY ANY PERSON. NO ASSURANCES ARE GIVEN AS A PART OF THIS OFFERING THAT SUCH LEASES MAY BE MADE OR WILL BE MADE AT ANY PARTICULAR RENTAL RATE.**

This book is the preliminary Public Offering Statement required by the Uniform Common Interest Ownership Act. It will be further refined as development and marketing requirements demand, and will be published as different editions and supplements. However, the book merely answers the statutory questions and fulfills the statutory requirements for creating the community governance and fiscal systems. This was done as carefully as possible because the flexibility is rather complicated and represents the very furthest edge of modern and innovative thinking permitted by the new



Act. But it is based on a combination of well tested, conservative, financeable real estate and common interest community association structure and details, based upon the national experience and recommendations of the Community Associations Institute and the secondary mortgage market requirements for documentation required by the Federal National Mortgage Association.

This book is only the shadow of the reality of the community as it does and will exist. The community consists of the interrelationship of buildings, programs, people, locations, and the impact of their environment. Thus the decision of a purchaser must include all of the factors of community, business and home choice.

We feel that we have created a very special place in one of the most pleasant suburban neighborhoods in the area, with unparalleled convenience, prestige and services.

We thus humbly commend our earnest efforts to your favorable consideration.

Yours sincerely,

Peter Stich Associates, Inc.

SPECIFIC STATUTORY INFORMATION REQUIRED FOR ALL COMMON INTEREST COMMUNITIES

1. (a) Declarant:

Peter Stich Associates, Inc.  
819 Farmington Avenue  
Farmington, Connecticut 06032

(b) Name and Address of the Common Interest Community:

The Common at Sinnott Farm  
Wadhams Road and Terry Plains Road  
Bloomfield, Connecticut 06002

(c) Type of Common Interest Community:

The Common at Sinnott Farm is a Planned Community.

2. Description of Common Interest Community

The Common at Sinnott Farm lies on an approximately 87 acre irregularly shaped parcel south of Wadhams Road and west of Terry Plains Road. The parcel averages 3,000 feet in depth and 1,800 feet in width. The center of the parcel forms a vale between two knolls. In the area of the parcel in which lots will be created, the land rises approximately 150 feet in elevation to the west and approximately 50 feet in elevation to the east. The area to the west of the lot area is characterized by a steeply sloping escarpment dropping about 80 feet from the knoll to the lot area. The escarpment is characterized by second growth woods which will be preserved, subject to drainage and construction intrusions. To the south of the lot area is wooded buffer. To the southeast of the parcel and in the center of the parcel are wetlands which will be preserved. A pond will be created and maintained in a portion of the center wetlands.

TYPE AND NUMBER OF BUILDINGS AND AMENITIES:

A unit consists of a residential lot. A single-family dwelling may be constructed on each Unit. Each dwelling will have up to four bedrooms and will be of varying style. The purchaser may contract with the Declarant or a contractor provided by the Declarant for the construction of the dwelling. Any dwelling constructed must conform to the standards set forth in the Declaration. The parcel has no existing buildings.

The Units are served from Wadhams Road and Terry Plains Road by two connecting Town roads. From these roads, five smaller private roads will branch off. Each smaller road will end in one or two cul-de-sacs. Units are located on these smaller, private roads.

66 Units shall be created on the land initially included in the Community, and up to 33 Units may be created on additional Land. If the additional land is added to the Community and all Units are created a total of 99 Units may be created.

**SCHEDULE OF COMMENCEMENT AND COMPLETION OF BUILDING AND AMENITIES:**

At the date of the original Public Offering Statement, 66 Units will have been created.

Any subsequent Units on additional land **NEED NOT BE BUILT OR CREATED** and may be created in any order and at any time with no particular schedule of commencement and completion, and no assurances are given that they will be created or completed. Subsequent units built on the Additional Land may not be of the same type or configuration as those initially created in the Community. The Additional Land need not be added to the community. If such Additional Land is not added to the Community, the Declarant can give no assurances as to the Land's future use or development.

However, if created, subsequent Units on additional land will be located substantially as shown on an appropriate subdivision plan approved by the Bloomfield Town Plan and Zoning Commission.

**3. Number of Units:**

As of the date of this Public Offering Statement there are 66 Units in The Common at Sinnott Farm.

Declarant has reserved the right to add additional land to the Community and create up to 33 Units to that land. The additional land is shown on Schedule A-3 of the Declaration as "Additional Land Development Rights Reserved in this Area." If all Units are created, there will be a total of 99 Units.

**4. Documents:**

Unless otherwise noted, the following documents are attached to this Public Offering Statement and are made a part hereof by reference. Pages are numbered by a prefix indicating the Exhibit letter.

(a) Declaration: The Declaration is Exhibit A. The Survey and Site Plans are Schedule A-3. When the Declaration and its supplements are recorded, the Survey and Site Plans filed therewith will show actual, rather than planned, location of Units.

(b) Recorded covenants, conditions, restrictions and reservations: See paragraph 8 for a brief narrative description.

(c) Bylaws: The Bylaws of The Common at Sinnott Farm, Inc., the Common Interest Community Association ("Association"), are Exhibit B.

(d) Rules: The Rules of The Common at Sinnott Farm, Inc. are attached as Exhibit C. These are the initial rules of the Association adopted at the organization meeting of the Association. They may be changed from time to time by the Executive Board.

(e) Deed: The form deed to be delivered to the initial purchaser is attached as Exhibit D. It will be executed and dated by the Declarant. It will contain the designated Unit number appearing on the purchaser's purchase agreement.

(f) Contracts and leases to be signed by the purchasers at Closing: Unless the purchasers of Units have contracted with the Declarant or with a contractor provided by the Declarant for the construction of a single family residence on the Unit, there will be no other leases or contracts to be executed. If the purchasers of a Unit have contracted with the Declarant or a contractor provided by the Declarant for the construction of a single family residence on the Unit, a construction contract will be signed before the closing and at closing a closing inspection punch list will be presented to the purchaser to effectuate the builder's Warranty Program. In addition, the purchaser will execute an affidavit regarding owner occupancy and nonrescission (Exhibit J), an adjustment sheet and other instruments required by a lender. The seller will execute and deliver a non-foreign affidavit under the Foreign Investment in Real Property Tax Act. The buyer must retain this affidavit pursuant to Section 1445 of the Internal Revenue Code.

(g) Contracts or leases that will or may be subject to cancellation by the Association:

(h) Management Contract: The Interim Management Contract between The Common at Sinnott Farm, Inc. and the Declarant is Exhibit E. The Declarant will subcontract a portion of its management responsibilities to Community Management Associates, Inc., an affiliate of the Declarant. This contract will be entered into at a later date and copies will be made available to Unit Owners. The Management Contract is terminable on 60 days' notice by either party. During the term of the contract, the Manager will perform the duties listed in Section 2 of the contract.

Each purchaser is affected by the contract in that the contract is with the Manager, permitting it to manage and operate the Common Interest Community at its own discretion, based upon service and maintenance standards in the contract.

This Interim Management Contract is designed to be effective only while initial marketing is being undertaken by the Declarant, and its own staff and personnel as well as subcontractors are providing management services along with construction and sales services. During this period these management

services and maintenance efforts will be provided by the Declarant's Management Company for a fixed fee- no matter what their actual cost - equal to Common Expense assessments at full operation less reserves. The services provided, and their standards, are specifically designated in the Service and Maintenance Policy adopted by the Association and attached as Schedule E-1. The hypothetical full operation budget of Exhibit F, Schedule F-1, was based on these standards. After transfer of control this contract will be terminated and your Executive Board will set its own standards and budget. Thus no assurance can be given that these standards will be maintained, nor that any particular budget level will be expected. The contract may be terminated upon 60 days notice by either party, and is anticipated to be terminated not later than sixty days following the termination of the maximum period of Declarant control (when 60%, or 40 Units, have been sold). It may be terminated at an earlier date.

(ii) Other Service Contracts:

Other service contracts will be added as an Exhibit L as they are entered into by the Association.

5. Projected budget for the Association:

The projected budget based upon full operation of the 66 Units is attached as Exhibit F, Schedule F-1. This is a hypothetical budget based upon full operation. It is not actual budget of the Association. It is the budget upon which the management fee is based. The actual budget is Exhibit F, Schedule F-2. This hypothetical budget merely reflects the payment of the management fee to the Manager from all declared Units at the rate of \$600 per year per Unit. As additional Units are created, this fee automatically increases at the same rate prorated for the fraction of the year remaining.

Of this fee, \$3.79 per quarter per Unit accruing as a contribution to the capital reserve account which will be accounted for, and turned over to the executive board upon termination of the Interim Management Contract. The reserves will earn interest at the rate of a pass book savings account at The Connecticut National Bank, Hartford, Connecticut.

6. Services not reflected in the budget:

Budget distorting factors are described in Exhibit F. Pursuant to the Interim Management contract, the Declarant's Management Company is providing all services. In addition, the Declarant is providing all initial real estate improvement for the property in accordance with the representations of this statement. These improvements will be required to be replaced and repaired by the Association using reserves, borrowing, or special assessment proceeds.

The fees and contract amounts in the hypothetical budget are based upon full operation assumptions. If development stops before the project is built to the number of Units disclosed in the budget, the fees may likely be higher for the same level of service. The Common Expense assessment attributable to such higher fees will be in proportion to the Units' allocated interest of the liability for Common Expenses.

7. Initial or special fees:

None.

8. Liens, defects or encumbrances:

Title to the Property and each Unit therein is described in the Declaration and its attached exhibits and is subject to the following: (Copies of items not to be released at closing are attached as Exhibit G).

- (a) A mortgage from Peter Stich Associates, Inc. to The Connecticut Bank and trust Company, N.A., in the original principal amount of \$4,000,000, dated July 14, 1987, and recorded in the Land Records of Bloomfield, Connecticut at Vol. 398, Page 9.
- (b) Taxes due to the Town of Bloomfield, including any reassessment or reallocation of taxes resulting from the creation of the common interest community or the issuance of a Certificate of Occupancy for any Unit, which become due and payable after the date of the delivery of the Unit deed.
- (c) Easement to the State of Connecticut over 5.7 acres abutting Wadhams Road dated December 6, 1960 and recorded in Volume 90 at Page 267 of the Bloomfield Land Records.
- (d) Reservations for surface drainage and a sanitary sewer connection set forth in a deed from Andrew C. Petersen, Inc., to Peter Stich Associates, Inc. dated July 14, 1987 and recorded in Volume 368 at Page 5 of the Bloomfield Land Records.
- (e) Drainage easements in favor of the Town of Bloomfield set forth in instruments dated September 25, 1987 and recorded in Volume 383 at Page 103 and at Page 107 of the Bloomfield Land Records.
- (f) Sewer and Water Easements in favor of the Metropolitan District Commission, dated March 29, 1988, and recorded April 7, 1988 in the Land Records of Bloomfield, Connecticut in Vol. 4041, at Page 261.

- (g) An Easement from Doris M. Attardo to Andrew C. Peterson, Inc., dated July 8, 1987 and recorded in Vol. 368, at Page 2 of the Bloomfield Land Records.

9. Financing arranged by Declarant:

None.

10. Limited Warranties:

(A) Statutory Warranties provided by the Act are as follows:

1. Section 47-274. Express warranties of quality.

(a) Express warranties made by any seller to a purchaser of a unit, if relied on by the purchaser, are created as follows:

- (1) Any affirmation of fact or promise which relates to the unit, its use, or rights appurtenant thereto, area improvements to the common interest community that would directly benefit the unit, or the right to use or have the benefit of facilities not located in the common interest community, creates an express warranty that the unit, area improvements and related rights and uses will conform to the affirmation or promise;
- (2) Any model or description of the physical characteristics of the common interest community, including plans and specifications of or for improvements, creates an express warranty that the common interest community will substantially conform to the model or description;
- (3) Any description of the quantity or extent of the real property comprising the common interest community, including surveys, creates an express warranty that the common interest community will conform to the description, subject to customary tolerances; and
- (4) A provision that a purchaser may put a unit only to a specified use is an express warranty that the specified use is lawful;

(b) Neither formal words, such as "warranty" or "guarantee", nor a specific intention to make a warranty, are necessary to create an express warranty of quality, but a statement purporting to be merely an opinion or a commendation of the real property or its value does not create a warranty.

- (c) Any conveyance of a unit transfers to the purchaser all express warranties of quality made by previous sellers only to the extent such a conveyance would transfer warranties pursuant to chapter 827 of the general statutes.

2. Section 47-275. Implied warranties of quality.

- (a) A declarant warrants to a purchaser that a unit will be in at least as good condition at the earlier of the time of the conveyance or delivery of possession as it was at the time of contracting, reasonable wear and tear excepted.
- (b) A declarant impliedly warrants to a purchaser that a unit and the common elements in the common interest community are suitable for the ordinary uses of real property of its type and that any improvements made or contracted for by him, or made by any person before the creation of the common interest community will be: (1) Free from defective materials; and (2) constructed in accordance with applicable law, according to sound engineering and construction standards, and in a workmanlike manner.
- (c) In addition, a declarant warrants to a purchaser of a unit that may be used for residential use that an existing use, continuation of which is contemplated by the parties, does not violate applicable law at the earlier of the time of conveyance or delivery of possession.
- (d) Warranties imposed by this section may be excluded or modified as specified in section 47-276 of this act.
- (e) For purposes of this section, improvements made or contracted for by an affiliate of a declarant are made or contracted for by the declarant.
- (f) Any conveyance of a unit transfers to the purchaser all of the declarant's implied warranties of quality only to the extent such a conveyance would transfer warranties pursuant to chapter 827 of the general statutes.
- (g) The warranties provided to a purchaser by a declarant pursuant to this section with respect to common elements shall also extend to the association.

3. Section 47-276. Exclusion of modification of implied warranties of quality.

- (a) Except as limited by subsection (b) of this sections with respect o a purchaser of a unit that may be used for residential use, implied warranties of quality: (1) may be excluded or modified by agreement of the parties; and (2) are excluded by expression of disclaimer, such as "as is," "with all faults," or other language that in common understanding calls the purchaser's attention to the exclusion of warranties.



- (b) With respect to a purchaser of a unit that may be occupied for residential use, no general disclaimer of implied warranties of quality is effective, by a declarant may disclaim liability in an instrument signed by the purchaser for a specified defect or class of defects or specified failure to comply with applicable law, if the defect or failure entered into and became a part of the basis of the bargain.

4. Section 47-277. Action for breach of warranty. Statute of limitations.

- (a) A judicial proceeding for breach of any obligation rising under Section 47-275 or 47-276 of the Act shall be commenced within three years after the cause of action accrues.
- (b) Subject to subsection (c) of this section, a cause of action for breach of warranty of quality, regardless of the purchaser's or association's lack of knowledge of the breach accrues: (1) As to a unit, at the time the purchaser to whom the warrant is first made enters into possession if a possessory interest was conveyed or at the time of acceptance of the instrument of conveyance if a nonpossessory interest was conveyed; and (2) as to each common element, at the time the common element is completed and first used by a bona fide purchaser.
- (c) If a warranty of quality explicitly extends to future performance or duration of any improvement or component of the common interest community, the cause of action accrues at the time the breach is discovered or at the end of the period for which the warranty explicitly extends, whichever is earlier.

A second statutory warranty is found in Chapter 827 of the Connecticut General Statutes. This warranty applies to new residential dwellings and will be given by the Contractor constructing a single family dwelling on the Unit. This Contractor may or may not be the Declarant or a related entity. The Purchaser of a Unit should examine the agreement entered into with the Contractor concerning these warranties.

(B) LIMITATIONS ON WARRANTIES.

THEREFORE, IT IS AGREED THAT THE DECLARANT HAS BASED ITS DEVELOPMENT, STANDARDS AND PRICING UPON ASSUMPTION OF STRICT ADHERENCE TO ITS LIMITED WARRANTY ADMINISTRATION PROGRAM DESCRIBED IN THIS PUBLIC OFFERING STATEMENT.

THE PURCHASE AGREEMENT SHALL PROVIDE THAT THE FOLLOWING WARRANTIES OF SECTION 47-276 OF THE ACT ARE SPECIFICALLY EXCLUDED:

WITH RESPECT TO PORTIONS OF THE COMMON ELEMENTS AND OTHER IMPROVEMENTS TO BE CONSTRUCTED BY THE DECLARANT UNDER THE PUBLIC OFFERING STATEMENT WHICH HAVE BEEN COMPLETED AS OF THE DATE OF THE PURCHASE AGREEMENT, THEY ARE BEING SOLD "AS IS" AND

"WITH ALL FAULTS" AND THE PURCHASE PRICE AND TERMS HAVE BEEN SET BASED UPON THIS ASSUMPTION. BY SEPARATE CONSTRUCTION CONTRACT WHICH IS NOT A PART OF THIS PUBLIC OFFERING STATEMENT OR OFFERING, DECLARANT MAY OFFER TO BUILD BUILDINGS AND IMPROVEMENTS ON, IMPROVE, AND UPGRADE, THE UNITS BEING SOLD. A UNIT AS IS PRESENTLY BEING OFFERED BY THE DECLARANT IS AN UNIMPROVED BUILDING LOT. ANY CLAIM FOR CONSTRUCTION MUST BE MADE AGAINST THE BUILDER, NOT AGAINST THE DECLARANT. THE DECLARANT WARRANTS, HOWEVER, WITH RESPECT TO ALL NEW EQUIPMENT WHICH IS INSTALLED BY THE DECLARANT ON THE COMMON ELEMENTS, AS PART OF ITS OBLIGATIONS AS DESCRIBED IN THE PUBLIC OFFERING STATEMENT, WILL BE INSTALLED NEW AND THAT THE DECLARANT WILL DELIVER TO THE ASSOCIATION ANY MANUFACTURER'S WARRANTIES THAT ARE BOTH APPLICABLE TO SUCH EQUIPMENT AND FOR THE SOLE BENEFIT OF THE ASSOCIATION.

IMPROVEMENTS AND APPLIANCES INSTALLED BY DECLARANT AT A PURCHASER'S REQUEST AND EXPENSE, IF ANY, SHALL BE COVERED BY THE MANUFACTURER'S OR CONTRACTOR'S WARRANTY, IF ANY. Some states (other than Connecticut) do not allow the exclusion of limitation of such warranties so the above limitations may not apply to you.

THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OR HEALTH OF ANY SHRUBS, TREES OR PLANTINGS LOCATED ON THE COMMON INTEREST COMMUNITY. THE DECLARANT WILL DELIVER TO THE ASSOCIATION ANY NURSERY'S WARRANTIES THAT ARE BOTH APPLICABLE TO SUCH VEGETATION AND FOR THE SOLE BENEFIT OF THE ASSOCIATION.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. Some states (other than Connecticut) do not allow the exclusion of limitation of incidental or consequential damages, or on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you.

NO ADDITIONAL EXPRESS OR IMPLIED WARRANTIES, UNLESS REQUIRED BY LAW, ARE MADE BY DECLARANT.

11. Rescission:

Within fifteen days after receipt of a public offering statement a purchaser, before conveyance, may cancel any contract of purchase of a unit from a declarant, and (B) if a declarant fails to provide a public offering statement to a purchaser before conveying a unit, that purchaser may recover from the declarant then percent of the sales price of the unit plus ten percent of the share, proportionate to his common expense liability, of any

indebtedness of the association secured by security interests encumbering the common interest community. Notice of cancellation will be sent to:

Peter Stich Associates, Inc.  
819 Farmington Avenue  
Farmington, CT 06032

12. Unsatisfied judgments or pending suits:

None.

13. Escrow:

Any deposit mad in connection with the purchase of a unit in which delivery of a public offering statement is required will be held in an escrow account until closing and will be returned to the purchaser if the purchaser cancels the contract pursuant to Section 47-269 of this Act.

The escrow agreement for a sale requiring delivery of a public offering statement is attached as Exhibit I. It is noted that since the deposit in connection with the construction of the residential dwelling relates to a separate service contract no in connection with the purchase of a Unit, it will not be held in escrow.

The name and address of the escrow agent is:

John D. Garrison, Jr., Esq.  
819 Farmington Avenue  
Farmington, CT 06032

14. Restrictions on use, alienation or occupancy:

A. Use Restrictions:

Subject to the Special Declarant Rights reserved under Article VIII of the Declaration, the following use restrictions apply to all Units and to the Common Elements. It must be noted that pursuant to Section 47-236 (d) of the Act and Section 15.4 of the Declaration, use restrictions may not be amended without unanimous consent of the Unit Owners.

- (a) Construction on each Unit is restricted to a single-family residence. Each Unit is restricted to residential use including home professional pursuits no requiring regular visits from the public, employees or unreasonable levels of mail, shipping, trash or storage requirements. No sign indicating commercial uses may be displayed on or outside a Unit. A single-family residence is defined as a single housekeeping unit, operating between its occupants on a nonprofit, noncommercial basis, cooking and eating with a common kitchen and dining

area. Each residence will be limited to no more regular overnight occupants than two per bedroom. A unit may be rented to a single family.

- (b) Garages are restricted to use by the Unit Owners as storage and as a parking space for vehicles.
- (c) No trailer, basement, tent, shack, garage, barn, other out-building or any structure of a temporary character shall be used on any Unit or the Common Elements at any time as a residence, either temporarily or permanently.
- (d) Nothing may be done or kept in or on any Unit which will increase the rate of insurance of any other Unit or of the Association beyond the rates ordinarily applicable to residences or residential Common Interest Communities without prior writing consent of the Executive Board. No Unit Owner may permit anything to be done or kept in the Common Interest Community which will result in the cancellation of insurance on any of the other Units or the Common Elements.
- (e) No noxious or offensive activities may be carried on or in any Unit nor may anything be done therein or thereon either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants or which interferes with the peaceful possession and proper use of the Property by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof will be observed. Each Unit Owner will be obligated to maintain his own Unit and structures thereon and keep them in good order and repair.
- (f) Except pursuant to Article XIII of the Declaration, nothing may be done on any Unit which will impair the structural integrity of any Common Element or any other Unit or structure thereon. No Unit Owner may do any work which may jeopardize the soundness or safety of the property, reduce the value thereof or impair any easements, right of purchase or any interest constituting a Common Element.
- (g) No industry, business, trade occupation or profession of any kind, be it commercial, religious, educational or otherwise, except for home professional pursuits without employees or visits from the public, may be conducted, maintained or permitted on any part of the property..
- (h) Notwithstanding the foregoing, as long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model unit or sales office. The Declarant may also enter into short-term leases on a day-to-day basis as a part of providing temporary occupancy to purchasers prior to closing. The Declarant may also maintain

management offices and signs and displays advertising the Common Interest Community.

- (i) No building, barn, shed, swimming pool, pavement, fence, wall or other structure or improvement of whatever nature shall be erected upon the Property without the prior written consent of the Executive Board. No Owner shall make any exterior addition, change, or alteration to the Property without the prior written consent of the Executive Board. No landscaping of whatever nature or involving the removal of trees shall be undertaken until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the proposed improvements or landscaping shall have been submitted to and approved in writing by the Executive Board. In determining whether to grant such consents, the Executive Board shall consider the harmony of exterior design and location in relation to the building views from any road and the Common Elements and its effects on Owners. The Executive Board may appoint a Covenants Committee and may delegate thereto the power and authority to give such consents for and in the name of the Executive Board. Said Covenants Committee, if and when established, shall be composed of three (3) or more representatives appointed by the Executive Board. Landscaping of Unit in any individual style by the addition of new planting material is exempt from such approval, provided natural growing materials, soil or mulch, which in the determination of the Executive Board and/or Covenants Committee, are not diseased, neglected, and do no impinge on other units or the Common Elements are used in such landscaping. Any fabricated item extending above the surface of the earth and visible from the Common Elements or another Unit shall be considered a structural addition subject to this provision. Harmony of exterior design shall be judged in light of the intent that the Units are a part of a single community of buildings maintaining a unified and unitary aspect. Permanent exterior site surface changes may be subject to engineering restrictions by the Town of Bloomfield planning and zoning authorities pursuant to its sub division and site plan approval given for the Property on file with the Town Authorities, as well as unified design standards which may be established by the Executive Board by resolution. In the event the Executive Board, or its designated Covenants Committee, fails to approve or Disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it by certified mail, with return receipt requested, or in any event, if no suit to enjoin the addition, alteration or change has been commenced within one (1) year after the completion thereof and no notice of such action has been filed upon the Land Records of the Town of Bloomfield, approval will not be required and this Paragraph will be deemed to have been fully complied with. Approval under this paragraph shall not substitute for the need for any applicable permits or approvals from governmental authorities, which shall be the responsibility of the Owner. The Executive Board may establish Rules setting forth in greater detail the standard outlined herein. Any Owner may make applications for approval under this Section or by any person having a binding contract to purchase Unit from any Owner, including the Declarant.

- (1) The right to Notice and Hearing shall extend to such Person who has applied for approval under Paragraph (i) above if the Executive Board or Covenants Committee fails to grant such approval, or if the Committee intends to institute a suit to enjoin.
  - (2) The Covenants Committee or the Executive Board shall make periodic inspections of the exterior surface of buildings, fences, walls and other structures, of perennial plantings, and the conservation restriction areas.
  - (3) The provisions of this Subsection (i) shall not apply to the Declarant with respect to construction of Common Elements, or with respect to a Unit until it has been conveyed by the Declarant in a conveyance of less than all Units then owned by the Declarant or of the last Unit owned by the Declarant. Improvements constructed by the Declarant, for itself or for purchasers from it, or duplicate replacements thereof, shall be deemed to be in compliance with this Subsection (i).
- (j) Each Unit Owner agrees to indemnify and hold harmless to Declarant in performing those functions and activities in respect to his or her Unit which were indicated as the conditions and specifications as a part of the subdivision or wetlands approval or other permits received from the Town of Bloomfield.
- (k) Except as provided in the Declaration, no Unit may be divided, subdivided or resubdivided into more than one Unit. The Declarant shall have the right, from time to time, or at any time, until all Units are sold by it, or until the fifth anniversary of the recording of this Declaration, whichever shall first occur, to grant to the owner of the any of the Units or to any governmental body or agency or public or private utility or public service company such easements or rights of way as may be necessary and proper for the benefit of any one or more of the Units or for the benefits of the roads shown on the plans and survey, provided, (a) such easements or rights of way shall be located within the portion of any lot lying between the lot line and the building setback as established by the zoning ordinances of the Town of Bloomfield; (b) no such easement or right of way shall unreasonably interfere with the use and enjoyment of the Unit subjected to such easement or the improvement located thereon; and (c) no fabricated item extending more than eight inches above the surface of the earth will be permitted to be constructed by reason of such easement or right of way.
- (1) No portion of any Unit or the Common Elements shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material. Any such waste material shall be stored only on the Unit in sanitary containers, and then only on a temporary

basis, with the exception of excess building materials resulting from the construction of improvements on the Units by the Declarant. Empty trashcans placed at the curb and for pickup shall not remain at the curb for more than twelve (12) hours.

(m) The Units may be rented. No restriction, limitation or extra fee may be imposed upon tenants or the rental of Units which are not imposed upon non-rented Units except as follows:

(i) Units which are rented are limited to occupancy by a single family, as that term is defined under the Bloomfield Zoning Ordinance, and to occupancy by no more than two persons per bedroom as defined on plans on file with the building official of the Town of Bloomfield.

(ii) No pets other than common domestic birds and fish in cages or tanks will be permitted to tenants.

(iii) All leases must be in writing and filed with the Association. Each lease must require a tenant to acknowledge receipt of, and acceptance of compliance with, the Declaration, Bylaws, and Rules of the Common Interest Community, and to attorn to the Association as Landlord, granting it severally with the Unit Owner, the right following notice to the Unit Owner of a hearing and an opportunity to cure, to evict a tenant for violation of these documents in the name of, and as attorney in fact for, the Unit Owner. A lease may assign to tenant any and all rights of Unit Owner as the lease will provide.

(iv) Restrictions on leasing will not apply to the Units of the Declarant being used as a part of the marketing and sale of its Units.

B. Occupancy Restrictions:

The following occupancy restrictions apply to all Units. Pursuant to Section 47-236 of the Act and Section 15.1 of the Declaration the occupancy restrictions under this subsection and the subsequent subsection may be amended by a vote of the Unit Owners to which sixty-seven percent of the Votes of the Association are allocated.

(a) No animals, rabbits, livestock, fowl or poultry of any kind may be raised, bred or kept in any Unit or in any Unit or in the Common Elements, except that any reasonable number of caged birds or fish

in tanks, dogs, cats or household pets of gentle disposition, not to exceed two dogs 30 inches in height at the shoulder and two cats per Unit, may be kept in the Units subject to the rules and regulations to be adopted by the Executive Board provided further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon three days' written notice from the Executive Board. All such dogs, cats or household pets will be enclosed or restrained by leash or out of their enclosure. Each Owner shall be responsible for removing his animal's waste from Common Elements. No dog runs or houses may be constructed within or on the Units or Common Elements. Seeing eye dogs will be permitted for those persons holding certificates of blindness and necessity (20/200 in the better eye with correction).

- (b) No motorcycle, trail bikes, trucks, commercial vehicles, boats, trailers, campers, off-road, or recreational vehicles or any other motor vehicles other than normal passenger automobiles designated to carry a maximum of 9 passengers, or motor vehicles used by the Declarant in connection with the construction of improvements on or within the Common Interest Community, shall be parked or stored upon any part of the Common Interest Community unless such vehicle is parked or stored in a garage that fully encloses such vehicle so that such vehicle is not visible from outside of the garage. The doors of such garage shall be kept shut except during periods of ingress and egress from such garage.
- (c) A smoke detector must be installed, and operative in any residence built on every Unit.
- (d) There is no restriction on the amount for which a Unit may be sold or otherwise transferred.
- (e) The use of Common Elements is subject to the Bylaws and the Rules of the Association.

C. Restriction on Alienation:

- (a) A Unit may be conveyed pursuant to a time-sharing plan as defined under Chapter 734b of the Connecticut General Statutes.
- (b) A Unit may not be leased for a term of less than 60 days. All leases must be in writing.

15. A description of the insurance coverage provided for the benefit of Unit Owners:



The following is only a general description of the initial policies to be effective after the Common Interest Community has been created:

The Association has obtained a master insurance policy from Transamerica Insurance Company. The effective date of the coverage is the date of this Declaration and expires on year from that date.

Hazard - The policy is written on a blanket "all risk" basis with "replacement cost coverage." Total coverage for certain improvements is \$20,000. The following is an explanation of these terms in this policy:

1. Coverage - The policy covers only the Common Property which included the structures in the open space. At the time of this policy, a drainage structure and grate, landscaping, plantings, and any signs and mailboxes with posts located within the Common Property are covered.

2. Co-insurance - There is a 100% co-insurance (an obligation to contribute for any loss if the Association is underinsured) in the event of loss. There is a \$250 deductible per occurrence.

3. Replacement Cost - Losses are adjusted without depreciation.

4. All Risk - The master policy covers all normal risks of loss. Even though it is "all risk" coverage, some common exclusions are listed below:

- Damage caused by earthquake and flood
- Wear, tear, and gradual deterioration
- Freezing, dampness of atmosphere and extremes of temperature

A complete list of the exclusions can be found in the policies which are on file with the Board of Directors, or its designee.

In addition to the Hazard coverages listed above, the master policy provides the following coverage for the Association:

Comprehensive General Liability

Bodily Injury and Property Damage Liability - \$1,000,000 each occurrence

Combined Single Limit Per Occurrence - \$2,000,000 aggregate

Personal Injury Liability - \$1,000,000 aggregate

Fire Damage Legal Liability - \$50,000

Medical Payment - \$1,000 per person

- \$2,000,000 per accident

Non-owned Auto - \$1,000,000 single limit.

This policy contains a limit of liability of bodily injury and property damage combined, covering the common property. We do not provide liability coverage for that portion of the premises which is reserved for a Unit Owner's exclusive use and occupancy.

Fidelity Coverage - None at this date.

Directors and Officers Liability - None at this date.

For more detail, see Articles XXII and XXIII of the Declaration.

You are urged to study these provisions and to consult with your insurance advisor to assure yourself that you are aware of the extent of coverage provided by the master insurance policy and to make arrangements for appropriate additional coverage, as additional coverage is necessary.

16. Fees or charges for the use of the Common Elements:

The initial budget is found at Exhibit F. Each Unit Owner is expected to pay the Common Expense assessments attributed to his Unit.

The Executive Board has the authority to impose other charges for the use of Common Elements, in accordance with Section 2.2 (k) of the Bylaws.

Certain services may be provided by the Association either by request of the owner, or by virtue of the Association undertaking the owner's responsibilities where the owner is in default with respect to the maintenance and repair of a Unit or Limited Common Elements that the Unit Owner is responsible to maintain or repair. These services will be charged against the Unit Owner.

17. Financial arrangements for completion of Improvements:

The Declarant is constructing the improvements from its own resources and from the proceeds of construction mortgage loans with The Connecticut Bank and Trust Company, N.A., Hartford, CT. No assurances are given that these proceeds are sufficient to complete all such improvements or that the proceeds will be fully advanced. The construction lender has not obligated itself to complete such improvements and in the event of foreclosure may choose not to complete. No financial arrangements have been made of the portions of the project designated "NEED NOT BE BUILT".

18. Zoning and other land use requirements:

(a) The property is located within the R-30 Residence Zone of the Town of Bloomfield.

The Open Space Subdivision Regulation permits reduced lot sizes in certain residential zones. Permitted activities in residential zones are single-family dwellings, agricultural uses, and accessory uses.

The subdivision plan was approved on April 23, 1987. The approval is subject to certain conditions including provision of drainage easements to the Town of Bloomfield, appropriate disposal of excess material, and erosion control procedures.

A Connecticut Department of Transportation State Traffic Commission Certificate was issued on April 21, 1987. The Certificate is conditioned upon equitable sharing in the cost of improvements at the intersection of Route 178, Maple Avenue and Brown Street.

Site Plane approvals are not required for the construction of dwellings on Units.

A Corps of Engineers permit is not required for activities in wetlands on the site.

Building permits for single-family residences will be required for each Unit.

Permits for activities in Inland Wetlands have been received. There are approximately 7.6 acres of wetlands located in the central portion of the parcel. A further 7.0 acres are subject to a state easement and require no permit.

All plans for wetlands activities, water diversion, dam construction and storm water and sanitary discharges have been reviewed and approved by the State of Connecticut Department of Environmental Protection and all required permits obtained.

On June 26, 1987, the Metropolitan District granted permission to construct a sewer line on the site and connect it to the public sewer system.

19. Unusual and material circumstances:

In addition to the unusual and material circumstances, features or characteristics of the Common Interest Community and the Units disclosed elsewhere in this Public Offering Statement, the following are noted:

- (a) To the north and northwest are various Flood Retention areas maintained by the Greater Hartford Flood Commission. These areas will be flooded in times of major storms.
- (b) Land to the south of Sinnott Farm is owned by a developer, zoned R-30, and may be developed. Ryefield Hollow Drive was required to be connected with that land, and if developed will have an increase in traffic.

- (c) The property shown on the Survey and Site Plans, Schedule A-3, as "Additional Land Development Rights reserved in this Area" may be developed as a separate common interest community. The Units created in this area may be attached condominium units, detached condominium units, clustered units, or single-family residential lots. Density will depend on the zoning requirements of the Town of Bloomfield. A zone change may be requested for this area which is currently zoned R-30.
- (d) Parking will be limited to garage space and one parking space outside of the garage. There will be no on-street parking.
- (e) The sewer and water system will be provided by the Declarant and maintained by the Metropolitan District Commission. Each Unit will be billed individually for service. Declarant will install a sprinkler system for the common elements during the period of Declarant control Declarant will pay for water costs through a separately metered system. After the period of Declarant control, the Association if it decides to maintain the system will be billed for water costs of the sprinkler system.
- (f) A curb cut permit has been acquired from the Town of Bloomfield as part of the subdivision permit.
- (g) Curbside rubbish service will be provided by the Town of Bloomfield.
- (h) Electrical service will be provided by Connecticut Light and Power Company. Each Unit will be separately metered and each Unit Owner will be separately billed. The Association will be billed for street lighting installed in the private roads and for lighting surrounding the ponds, if such lighting is installed.
- (i) Steep banks and marshy areas do exist on the site. These areas may present hazards to small children or the differently abled.
- (j) Pet restrictions will be found at Section 14.B(a) of this Public Offering Statement.

20. Community Not A Cooperative

This community is not a cooperative.

THE FOLLOWING TWELVE QUESTIONS REFER TO DEVELOPMENT RIGHTS

DEVELOPMENT RIGHTS ARE DEFINED IN THE ACT AS "ANY RIGHT OR COMBINATION OF RIGHTS RESERVED BY A DECLARANT IN THE DECLARATION TO (A) ADD REAL PROPERTY TO A COMMON INTEREST

COMMUNITY; (B) TO CREATE UNITS, COMMON ELEMENTS, OR LIMITED COMMON ELEMENTS WITHIN A COMMON INTEREST COMMUNITY; (C) SUBDIVIDE OR CONVERT UNITS INTO COMMON ELEMENTS; OR (D) WITHDRAW REAL PROPERTY FROM A COMMON INTEREST COMMUNITY."

IN THE COMMON AT SINNOT FARM THE DECLARANT HAS RESERVED THE RIGHT TO ADD LAND IN THE AREA INDICATED ON THE SURVEY AND SITE PLANS AS "ADDITIONAL LAND DEVELOPMENT RIGHTS RESERVED" ON SCHEDULE A-3 TO THE DECLARATION AND TO CREATE UNITS AND LIMITED COMMON ELEMENTS IN THAT AREA.

Any modification of the approved subdivision plan, including an increase in the number of Units or a change in the subdivision of the property into Units, will require the approval of the Planning and Zoning Commission of the Town of Bloomfield.

21. Maximum number of Units:

The Declarant has reserved the right in the Declaration to create up to 33 Units on additional land. If the Declarant develops the Common Interest Community as planned, there will be a maximum average of .8 Units per acre on the land initially included in the community.

22. Number or percentage of Units that may be created that will be restricted exclusively to residential use:

None. Although the Units are principally residential, the Community also permits home professional pursuits as permitted by the Town of Bloomfield Zoning Regulations without regular visits by the public or unreasonable levels of mail, shipping, storage or trash requirements. However, the principal use of the Units will be residential.

23. Maximum percentage of the real property areas and the floor areas of all Units that may be created...that are not restricted exclusively to residential use:

All Units are restricted to use as a single-family residence including home professional pursuits as permitted by the Town of Bloomfield Zoning Regulations not requiring visits from the public or unreasonable level of mail, shipping, storage or trash requirements.

Garages are restricted to garage purposes and storage incident to their use as accessory to residences.

The Declarant may use the Units for certain sales and management purposes pursuant to the rights reserved in the Declaration.

24. Development Rights and conditions or limitation on exercise:

Development Rights are the rights reserved to the Declarant to add land, create Units and Limited Common Elements in the community, withdraw land or subdivide Units. Since

this involves the power to unilaterally change the community's site and scope, it is significant. In The Common at Sinnott Farm these rights are as follows:

The Declarant is creating 66 Units upon initially recording the Declaration. The Declarant has reserved the right to add additional land to the community, and to add up to 33 Units in the location shown as "Additional Land Development Rights Reserved in the Area" on the Survey and Site Plans. Exercise of such rights may be by recording a form similar to Schedule A-5 of the Declaration with amended Schedules A-2 and A-3 as applicable.

The quality of construction of all buildings and Improvement constructed by the Declarant will be compatible with the buildings and Improvements already constructed, or under construction by the Declarant. The added Units may be of a different type or configuration.

All residential Units and Limited Common Elements created Pursuant to the Development Rights will be subject to the same restrictions limiting the Units to residential purposes in the same manner and the same extent as those already constructed.

The Declarant has reserved the right to construct utility lines, roads, fixtures, a sprinkler system, a lighting system around the ponds, and other improvements in the project pursuant to notes on the Survey and Site Plans. The Declarant also reserves the right to grant easements to public utility improvements within those easements anywhere in the Common Interest Community for the purposes of furthering the development plans and for the benefit of contiguous land.

No Development Rights may be exercised unless approved pursuant to Section 18.5 of the Declaration.

The Development Rights may be exercised at any time, but not more than twenty-one (21) years after initial recording of the Declaration. The Declarant may terminate some or all of the Development Rights prior to the twenty-one (21) year expiration date by a recorded instrument. If the Development rights are exercised after 7 years following recording of the Declaration, it will require the consent of 51% of the mortgages. The Declarant must complete the required improvements for subdivision approval within five years of the granting of said approval.

25. Maximum extent to which each Unit's allocated interests may be changed by the exercise of any Development Right:

The Interests allocated to each existing Unit have been calculated on the following formulas:

- (a) Undivided Interest in the Liability for the Common Expenses.

The percentage of liability of Common Expenses allocated to each Unit are based on one share given to each new Unit. As each Unit is added, the denominator of the fraction will be increased to equal the number of Unit shares declared.

- (c) Votes. Each Unit in the Common Interest Community will have one equal vote. The maximum extent to which the above will be changed will be determined by the number of the Units that are added, with respect to liability for Common Expenses, and the number of Units that are added, with respect to the votes.

Thus, each of the initially created Units will have a 1/66 share of Common Expense liability, there will be a total of 66 votes, and each Unit will have 1/66 of the Voting Power.

26. Compatibility of buildings to other Improvements and existing buildings and Improvements:

The quality of construction of any buildings to be created on the property by the Declarant will be consistent with the quality of existing buildings.

27. Other Improvements and Limited Common Elements that may be created pursuant to any Development Right:

Initially, the Declarant will have created 66 Units and may create up to 33 additional Unites in the location shown as "Additional Land Development Rights Reserved in the Area" on the Survey and Site Plans. Fences may be constructed by the Declarant, but NEED NOT BE BUILT. Declarant may also provide signs indicating street names and house locations. Declarant may install and maintain a sprinkler system for common elements during the period of Declarant control. These Improvements NEED NOT BE BUILT and if built need not be built or provided in any order.

28. Limitations as to the location of any building or other Improvement that may be made:

All Units and Common Elements, will be located as shown on the Survey and Site Plans. Except for the present limitations on subdivision and site plan approval, there is no other limitation on location of Units, buildings or other Improvements.

The Declarant reserves the right to leave Units vacant or unsold for an indefinite period of time.

No assurances are made as to the extent or nature of any landscaping, fencing, accessory structures or Improvements.

29. Similarity of Limited Common Elements created pursuant to any Development Right to Limited Common Elements within other parts of the Common Interest Community:

The Declarant reserves the right to vary architectural types and layouts of Units and their Limited Common Elements.

Limited Common Elements will be laid out and assigned at the sole discretion of the Declarant.

Mechanical or Structural Limited Common Elements will be provided as purchaser and engineering requirements, available manufacturer's models, and the Declarant's discretion dictate.

No other assurances are made.

30. Equality of proportion of Limited Common Elements to Units created pursuant to any Development Right to the proportion existing in other parts of the Common Interest Community:

No assurances are made that the proportion of Limited Common Elements to Units that may be created will be equal to the proportion existing in other parts of the Common Interest Community.

31. Applicability of restrictions in the Declaration affecting use, occupancy, and alienation of Units of any Units created pursuant to any Development Right:

The restrictions in the Declaration regarding the use, occupancy and alienation of Units will apply to all Units created in the Common Interest Community.

32. Applicability of assurances made pursuant to this section in the event that any Development Right is not exercised by the Declarant:

In the event a Development Right to create any Unit is not exercised by the Declarant following 21 years after the Declaration is recorded, and no activity to create any Unit is being undertaken by the Declarant, that portion of the Common Elements will be available for use by the Association without restriction. So long as a Development Right exists but is not exercised, those areas may not be conveyed or separately encumbered by the Association.

33. Time-Share restrictions.

Time-sharing is prohibited.

34. Report of engineer as to conversion buildings which may be occupied for residential use:

There are no conversion buildings.

35. Dates of construction, installation of major repairs and extended remaining useful life of each item reported on by the engineer in the above report:



There are no conversion buildings.

36. Outstanding notices of violations of building code or municipal regulations with estimated cost to cure:

None.

37. Conversion Tenants:

None.

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

\_\_\_\_\_, 1988

THE DECLARANT

Peter Stich Associates, Inc.

By \_\_\_\_\_  
 Peter Stich  
 Its President

PUBLIC OFFERING STATEMENT

EXHIBIT A

DECLARATION

OF

THE COMMON AT SINNOTT FARM

BLOOMFIELD, CONNECTICUT

Farmington, Connecticut

**Attachments:**

Schedule A-1 Description of Land

Schedule A-2 Table of Interests

Schedule A-3 Survey and Site Plans

Schedule A-4 Engineer's Certificate

Schedule A-5 Form Amendment Exercising Development Rights

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DECLARATION

THE COMMON AT SINNOT FARM

Peter Stich Associates, Inc., a Connecticut corporation with its principal office in Farmington, Connecticut does hereby declare:

ARTICLE I

Submission of Property

Section 1.1 - Submission. Declarant submits the Property in the Town of Bloomfield, Connecticut described in Schedule A-1, to the provisions of the Common Interest Ownership Act, Chapter 828, Section 47-200, et. Seq., of the Connecticut General Statutes, for the purpose of creating the Common at Sinnott Farm and making the improvements shown in the Survey and Site Plans attached as Schedule A-3.

Section 1.2 - Statutory Quotations. Clauses and sections in italics (underlined) are quotes from the statutory language of the Common Interest Ownership Act. Such language will be amended if the statute is amended to apply to this Common Interest Community without consent of the Association.

ARTICLE II

Definitions

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

Section 2.1 - Act. The Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, as it may be amended to apply to this Common Interest Community.

Section 2.2 - Allocated Interests. The common expense liability and votes in the association, if any allocated to the Units in the Common Interest Community. The Allocated Interests are described in Article IX of the Declaration and shown on Schedule A-2.

Section 2.3 - Association. The Common at Sinnott Farm, Inc. a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to § 47-243 of the Act.

Section 2.4 - Bylaws. The Bylaws of the Association, as they may be amended from time to time.



Section 2.5 - Common Elements. [I]n a planned community, any real property within a planned community owned or leased by the association, other than a unit. Unit Owners will be granted easements of use and access in the Common Elements by the Association. The Common Elements will be transferred to the Association in fee simple free of all liens, prior to the conveyance of a Unit to a Unit Owner other than the Declarant. A copy of the Deed is attached as Exhibit G of the Public Offering Statement. The Common Elements owned by the Association may be referred to as Common Property.

Section 2.6 - Common Expenses.

- (i) Expenses of administration, maintenance, repair or replacement of the Common Elements;
- (ii) Expenses declared to be Common Expenses by the Instruments or by the Act;
- (iii) Expenses agreed upon as Common Expenses by the Association;
- (iv) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association; and
- (v) For an individual Unit's assessment, Personal Common Expenses, that is expenses for corrective actions taken by the Association pursuant to Section 7.2 of the Declaration to correct safety or health hazards on a Unit or nuisances or conditions detrimental to the market value of other Units.

Section 2.7 - Common Interest Community. The real property described in Schedule A-1, subject to the Declaration - The Common at Sinnott Farm.

Section 2.8 - Declarant. Peter Stich Associates, Inc., a Connecticut corporation or its successor as defined in Section 47-202(12) of the Act.

Section 2.9 - Declaration. This document, including any amendments.

Section 2.10 - Development Rights. The rights reserved by the Declarant under Article VIII of the Declaration to create Units and Limited Common Elements within the Common Interest Community.

Section 2.11 - Director. A member of the Executive Board.

Section 2.12 - Eligible Insurer. An Insurer or guarantor of a First Security Interest in a Unit 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 will be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article XVIII.

Section 2.13 - 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 Security Interest in a Unit. Such notice will be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVIII.

Section 2.14 - Executive Board. The board of directors of the Association pursuant to Chapter 600 of the Connecticut General Statutes.

Section 2.15 - Improvements. Any construction or facilities existing or to be constructed on the land included in the Common Elements of the Common Interest Community such as buildings, paving, utility wires, pipes, ponds, sprinkler systems, lights, and, light poles and trees and shrubbery planted by the Declarant or the Association.

Section 2.16 - Instruments. The Declaration, Survey and Site Plans recorded and filed pursuant to the provisions of the Act and the Bylaws. Any exhibit, schedule or certification accompanying an Instrument is a part of that Instrument.

Section 2.17 - Limited Common Elements. A portion of the common elements allocated by the declaration or by operation of Subsection (2) or (4) of section 47-221 of the Act for the exclusive use of one or more but fewer than all of the Units. At present, there are no Limited Common Elements proposed for the Common Interest Community.

Section 2.18 - Majority or Majority of Unit Owners. The owners of Units representing more than 50% for the Votes in the Association.

Section 2.19 - Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 2.20 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. These provisions are set forth in Section 24.1 of the Declaration.

Section 2.21 - 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. These provisions are set forth in Section 24.2 of the Declaration.

Section 2.22 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

Section 2.23 - Plans. The Survey and Site Plans filed with the Declaration as schedule A-3, that include information which, pursuant to the Act, may be shown either on the Site Plans or on the Survey.

Section 2.24 - Property. The land all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 2.25 - Public Offering Statement. The current document prepared pursuant to Section 47-263 of the Act as it may be amended from time to time, and provided to purchasers prior to the time of execution of a purchase agreement.

Section 2.26 - Rules. Rules for the use of Units and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to the Declaration.

Section 2.27 - 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 an association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 2.28 - Special Declarant Rights. Rights reserved for the benefit of a declarant to (A) complete improvements indicated on surveys and plans filed with the Declaration; (B) exercise any development right; (C) maintain sales offices, management offices, signs advertising the common interest community, and models; (D) use easements through the common elements for the purpose of making improvements within the common interest community or within real property which may be added to the common interest community; or (E) appoint or remove any officer of the association or any master association or any executive board member during any period of declarant control.

Section 2.29 - Survey and Site Plans. The Survey and Site Plans filed with the Declaration as Schedule A-3.

Section 2.30 - Trustee. The entity which may be designated by the Executive Board as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the Trustee will be the Directors from time to time constituted, acting by majority vote, as executed by the President and attested by the Secretary.

Section 2.31 - Unit. A physical portion of the common interest community designated for separate ownership or occupancy, the boundaries of which are described in the deed for each Unit and which are shown in the Survey and Site Plans filed with the Declaration as Schedule A-3. The Units in the Common Interest Community consist of lots.

Section 2.32 - Unit Owner. A declarant or other person who owns a unit...but does not include a person having an interest in a unit solely as security for an obligation....The declarant is the owner of any unit created by the declaration.....

Section 2.33 - Votes. The votes allocated to each Unit as shown on Schedule a-2. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Instruments, means the specified percentage, portion or fraction in the aggregate of such portion of Votes.

### ARTICLE III

#### Name and Type of Common Interest Community and Association

Section 3.1 - Common Interest Community. The name of the Common Interest Community is The Common at Sinnott Farm. The Common Interest Community is a Planned Community.

Section 3.2 - Association. The name of the Association is The Common at Sinnott Farm, Inc. It is a nonstick corporation organized under the laws of the State of Connecticut.

### ARTICLE IV

#### Description of Property

The entire Common Interest Community is situated in the Town of Bloomfield, Connecticut. A legal description of the Common Interest Community is found at Schedule A-1.

### ARTICLE V

#### Maximum Number of Units; Boundaries

Section 5.1 - Number of Units. The Common Interest Community upon creation contains 66 Units. The Declarant reserves the right to create up to 33 Units in the area indicated as "Additional Land Development Rights Reserved in the Area" on the Survey and Site Plans.

Section 5.2 - Boundaries. Boundaries of each Unit created by the Declaration are shown on the Survey and Site Plans as the lot lines or boundaries of Units or subdivision lots designated by their identifying number.

ARTICLE VI

Limited Common Elements

Section 6.1 - Limited Common Elements. Portions of the Community can be designated Limited Common Elements. Presently, there are no Limited Common Elements designated in the Community. If Limited Common Elements are created, in the case of a Limited Common Element assigned to a single Unit, that Unit Owner shall be vested with a right and exclusive easement in and to the Limited Common Element. In the case of a Limited Common Element assigned to more than one Unit, each owner of a Unit to which the Limited Common Element is assigned shall be given a right and nonexclusive easement in and to the Limited Common Element.

Section 6.2 - Expenses Allocated to Limited Common Elements. Common Expenses allocated with the maintenance, repair or replacement of Limited Common Elements, if any, will be assessed against the Unit or Units to which the Limited Common Element is appurtenant.

If any such Limited Common Element is appurtenant to more than one Unit, the Common Expenses attributable to the Limited Common Element will be assessed equally among the Units to which it is appurtenant.

Common Expenses associated with the cleaning, maintenance, repair or replacement of all other Limited Common Elements, if any, will be assessed against all Units in accordance with their allocated Common Expense liability.

ARTICLE VII

Maintenance, Repair and Replacement;  
Subsequently Allocated Limited Common Elements

Section 7.1 - Common Elements. The Association will maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements, if any, which are require by this Declaration to be maintained, repaired or replaced by the Unit Owners.

Section 7.2 - Units. Each Unit shall be maintained, repaired and replaced, in all respects by its Owner, at the Owner's expense, and so that the Unit is not and does not become a safety or health hazard to persons other than its Owner and do that the appearance or condition of the Unit is not and does not become a nuisance or materially detrimental to the market value of the other Units. If, in the opinion of the Executive Board, the condition of a Unit is or becomes a safety or health hazard to persons other than its Owner, or if the appearance or condition of Unit is a nuisance or is detrimental to the market value of other Units, the Association may take all reasonable corrective action

and, pursuant to the resolution of the Executive Board, any and all costs and expenses borne by the Association in connection therewith may be charged against and collected from the Owner of that Unit, as a Personal Common Expense Assessment. Each Owner shall be responsible for damages caused intentionally, negligently, or by his failure to properly maintain, repair, or make replacements to his Unit, and for all consequential damages to the extent not covered by insurance maintained by the Association.

The additional Personal Common Expenses due under the preceding paragraph shall become due and payable as provided in Article XIX. The Executive Board, when establishing the Common Expense Liability against each Unit for any year as required under Article XIX, may add thereto the estimated additional special Assessments for Personal Common Expenses for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof. Where the actual cost is a portion of costs attributable to more than one Unit, the Executive Board shall reasonably allocate the proportions of such costs to each such Unit, such allocation being final.

Section 7.3 - Limited Common Elements. Each Unit Owner will be responsible for maintaining all Limited Common Elements, if any, serving or appurtenant to this or her Unit. If any such Limited Common Element serves or is appurtenant to two or more Units, the Owners of those Units will be jointly responsible for such maintenance.

Section 7.4 - Access. Any person authorized by the Executive Board will have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing and replacing utility meters and related pipes, valves, wires and equipment, servicing the common elements 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 required and such right of entry will be immediate, whether or not the Unit Owner is present at the time.

Section 7.5 - Repairs Resulting from Negligence. Each Unit Owner will reimburse the Association of any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacement to his or her Unit. The Association will be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

Section 7.6 - Unit Owner's Easements of Enjoyment. Subject to the provisions of Section 7.8 the Declarant hereby gives, grants, bargains, and sells to every Unit Owner, and to every Unit Owner's heirs, successors, executors, administrators and assigns forever, in common with each other, a right and easement of enjoyment in and to the Common Property, and such easement shall be appurtenant to, and shall run with, the title to every Unit. Such easement shall include, among other consistent rights, the nonexclusive right to pass and repass across the Common Property; to use the Common Property in the same

manner as if each Unit Owner of each dominant tenement (a Unit) were a Unit Owner in common with all other Unit Owners of said Common Property; and, except pursuant to the provisions of this Declaration or the Bylaws, the right to prevent the restriction or alienation of the Common Property.

Section 7.7 - Title to Common Property. Prior to the sale of the first Unit occupied by a residence, the Declarant shall transfer legal title to the Common Property to the Association subject to the easement described in 7.6 above, and any other easements or encumbrances of record, and rights of parties in possession, and such other easements which may be reserved by the Declarant to facilitate marketing and development of the Property prior to the sale of the first Unit occupied by a residence.

Section 7.8 - Extent of Unit Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following, which rights are deemed to be necessary and desirable to facilitate the orderly development and administration of the Property:

(a) the right of the Association, in accordance with its Certificate of Incorporation and the Bylaws, following written approval by the first mortgages of three-fourths of the Units subject to mortgages, to borrow money for the purpose of improving, maintaining and operating the Common Property and in aid thereof to mortgage, hypothecate, pledge, assign or grant a security interest in the assets of the Association, including, without limitation, its liens and receivables for Assessments;

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure;

(c) the right of the Association, as provided and limited in its Certificate of Incorporation and the Bylaws, to suspend the enjoyment rights (except right of egress and ingress) of any Unit Owner for any period during which any Assessment remains unpaid, and for a period not exceeding thirty (30) days for any infraction of the Declaration, Bylaws or Rules, and to levy liquidated minimum damages in the amount of one half of the monthly assessment for each offense for such infractions as well as specific damages as may occur, all of which shall become Assessments;

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Property (provided such use is not the operation of a business in violation of the Town Zoning Regulations) where such use shall involve additional expense to the Association and shall be different or unique from the use offered to other Members as a whole, or shall involve unique services or instructions, which fees shall be Assessments;

(e) the right of the Association or Declarant to dedicate or transfer all or any part of the Common Property to the public agency, authority or utility, including a tax district organized under Chapter 105 of the Connecticut General Statutes, provided that no such dedication or transfer shall be effective unless there has been a vote of approval by the

Owners entitled to cast three-fourths of the votes of each class of Membership and written approval of the first mortgages of three-fourths of the Units subject to mortgage, a certificate of which by the President attested by the Secretary certifying to the foregoing, has been recorded on the land records, consenting to such dedication or transfer, and further provided that such agency assures, to the extent lawful, the obligations and duties of the Association related to such part of the Common Property so dedicated or construed. Taxing authority may be used to collect Common Charges in addition to the powers granted hereunder. Written notice of the proposed action shall be sent to every Member or mortgagee at least ninety days in advance of any action taken;

(f) the right of the Association or the Declarant to impose and grant easements over, under and across the Common Property, for the purpose of fulfilling the general plan of development for the Property or any contiguous land owned by the Declarant, providing ingress and egress; power, electricity, telephone, sewer, water and other utility and lighting services; irrigation, drainage, television transmission facilities, security services and devices in connection therewith, and the like, as the Association or the Declarant deems necessary and proper.

(g) the right of the Association pursuant to the Bylaws, and with the approval of the first mortgages of three-fourths of the Units subject to mortgage, to lease or sublease all or part of the Common Property for the benefit of the Members;

(h) the right of the Association to grant licenses and concessions for the use of the Common Property, including licenses to non-Members;

(i) the right and duty of the Association to maintain, preserve and administer the Common Property for the mutual benefit, health and safety of the Property and each of its Owners, including properly maintaining all private drives on common property, esplanades, landscaped traffic islands in cul-de-sacs within public street lines, drainage facilities, the created pond, swales and ways, drainage detention basins, dams or impoundments, open space, sprinkler systems and landscaped areas, in such standards as set by the Association for the mutual benefit and safety of the Owners and the neighboring community.

(j) the duty of the Association to maintain the storm drainage systems on the property for the benefit of the Property, and such surrounding areas as may be affected by such storm drainage in accordance with the site grading and drainage plan approved by the municipal authorities and files in the town records.

(k) any other rights of Declarant, Owners or the Association contained in the Declaration or the Bylaws.

Section 7.9 - Walks, Passways, Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Elements Located Inside of the Units. The Owner of each Unit has an easement in common with all other Owners to use all walks, passways, pipes, wires, ducts, cables, drainage ways conduits, public utility lines, sanitary sewerage system



facilities and other service elements located in any of the Units or Common Property at the time of issuance of the first Certificate of Occupancy or thereafter placed thereon by the Association and serving his Unit. Each is subject to an easement in favor of other Units and Common Property to use such walks, passways, drainage ways, pipes, ducts, valves, wires, conduits, public utility lines, sanitary sewerage facilities and other elements serving other Units or Common Property and located in each such Unit. In addition, each unit shall be subject to, and shall have such easements of support and shelter from and over such other Units and the Common Property as may be necessary for the quiet enjoyment of such Unit and the maintenance of common elements located on or crossing such Units including maintenance of sight lines, and maintenance of drainage facilities or sprinkler systems. The Board of Directors has the right to reasonable access to each Unit and each building thereon to inspect the same, to remove violations therefrom and to maintain, repair or replace the elements common to it and other Units or Common Property and such facilities which the Association has the duty to maintain contained therein or elsewhere on the Units. Neighboring Owners have an easement over neighboring Units for the inspection and maintenance of party fences, such access to be only when necessary at reasonable times, and in such manner as to not unduly disturb the possession of the neighboring Units. No such walks passways, pipes, wires, ducts, cables, drainage way conduits, public utility lines and other service elements may interfere with residences or garages located on Units. Any disturbance of Units for maintenance or repair will be reasonably restored.

Section 7.10 - Town of Bloomfield Enforcement Power - Storm Drainage System.

(a) Periodic Maintenance Inspection. The Town of Bloomfield, through its officials or agents shall have the right and license from time to time, to make periodic inspection of the storm drainage systems on the Common Property, and such surrounding areas as may be affected by such storm drainage systems, to assure the continued maintenance thereof pursuant to the Association's obligations under subparagraph 7.8 (j).

(b) In the event the Town of Bloomfield determines that the storm water drainage system has not been maintained in reasonable working order, so that it does not perform its functions as intended by the original design approved as a part of the subdivision plan approved by the Town of Bloomfield Planning and Zoning Commission, as such approval may be amended from time to time, the Town of Bloomfield shall have the right, but not the obligation, in its discretion, to undertake the following activities:

(i) Following reasonable notice to the Association, and its opportunity to cure any default in its maintenance responsibility, to require by order, and/or equitable court proceedings, undertaken at the cost and expense of the Association, including attorney's fees, that the Association perform such tasks as are necessary to properly cure such default in accordance with sound engineering practice, or

(ii) Following such notice and opportunity to cure as in (i) above, to enter the Common Property, and such adjoining property as may be affected by the drainage system, and undertake at its expense, the cure of the default in maintenance, and access the Association of such expense, including reimbursement for staff time, overhead,

design fees, direct and indirect costs, and attorney's fees in enforcing these rights. Such expenses shall be Common Expenses, and may be collected by Assessment against each Unit, pursuant to this Declaration.

## ARTICLE VIII

### Development Rights and Other Special Declarant Rights

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

- (a) The right to add land and Units, Limited Common Elements and Common Elements in the Common Interest Community in the location shown as "Additional Land Development Rights Reserved in this Area" on the Survey and Site Plans.
- (b) The right to construct underground or above ground utility lines, pipes, wires, ducts, conduits, sprinkler systems and other facilities across the land not designated "Additional Land Development Rights Reserved in this Area" on the Survey and Site Plans for the purpose of furnishing utility and other services to building, common Elements and Improvements to be constructed on the land designated "Additional Land Development Rights Reserved in the Area" on the Survey and Site Plans. The Declarant also reserves the right to grant easements to public utility companies and to convey Improvement within those easements anywhere in the Common Interest Community for the above-mentioned purposes. If the Declarant grants any such easements, Schedule A-1 will be amended to include reference to the recorded easement.

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

- (a) The Development Rights may be exercised at any time, but not more than 21 years after the recording of the initial Declaration;
- (b) No more than 33 Units may be created on the property shown as "Additional Land Development Rights Reserved in this Area" on the Survey and Site Plans. Not more than a total of 99 Units may be created under the Development Rights.
- (c) The quality of construction of any building to be created by the Declarant on the property pursuant to the Development Rights will be consistent with the quality of existing buildings, if any.

The style of other buildings constructed on the Property is restricted. Buildings built on the Property will be limited to on single family dwelling on a Unit and buildings accessory thereto. Each dwelling will have up to four bedrooms and will be constructed with wood framing and colored siding. Any accessory constructed with wood framing and colored siding. Any

accessory building constructed on the Unit Lot will be of similar style and will have the same color and type of siding.

All buildings must be constructed in accordance with materials and construction technique specifications as provided in the construction contract. These specifications may be altered or waived by the Declarant during the period of Declarant control or by the Association thereafter.

- (d) All Units and Common Elements created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as the Units created under the initial Declaration.
- (e) No Development Rights may be exercised unless approved pursuant to Section 18.5 of the Declaration.
- (f) 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.

Section 8.3 - Phasing of Development Rights. No assurances are made by the Declarant regarding the portions of the area shown as "Additional Land Development Rights Reserved in the Area" on the Survey and Site Plans as to the portions where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

Section 8.4 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community;

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

Section 8.5 - Models. As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any structure thereon or any portion of the Common Elements as a model Unit or sales offices.

Section 8.6 - Construction; Declarant's Easements. The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials or

equipment, to maintain trailers and dumpsters, and to park construction vehicles, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. . . The declarant has such an easement through the common elements as may be reasonably necessary for the purpose of discharging the declarant's obligations or exercising special declarant rights, whether arising under the Act or reserved in the declaration. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners or upland owners to fulfill the plan of development.

Section 8.7 - Easements of Development of the Common Interest Community as well as the Land Designated as "Additional Land Development Rights Reserved in This Area." Declarant reserves a general easement and right of way over under and through the Common Elements and over, under and through the Units; provided that

- (a) such easements will be located within the Units between the lot line and the building setback line as established by the zoning ordinances of the Town of Bloomfield;
- (b) No such easement or right of way shall unreasonably interfere with the use and enjoyment of the Unit subjected to easement provided thereon; and
- (c) No fabricated items extending more than eight inches above the surface of the earth will be permitted to be constructed by reason of such easement and right of way.

Said easement and right of way shall be for the purpose of developing or improving any portion of the Common Interest Community or any portion of the area indicated as "Additional Land Development Rights Reserved in this Area" (the Additional Land Area") on the Survey and Site Plans even if the Additional Land Area is not added to the Common Interest Community. Declarant shall have the right from time to time, or at any time, to grant to the owner of the Additional Land Area, the Declarant or the Association of any Common Interest Community created in the Additional Land Area or to any governmental body or agency or public or private utility or public service company, such easements or rights or way within the Common Elements or the above described areas of the Units as may be necessary and proper for the benefit of the Additional Land Area.

Section 8.8 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

Section 8.9 - Association or Executive Board Actions Subject to Declarant's Approval. . . Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the period of Declarant control, but in that event the declarant may require, for the duration of the period of declarant control, that specified actions of the Association or Executive Board, as described in a

recorded instrument executed by the declarant, be approved by the declarant before they become effective.

Section 8.10 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove, within one year after the sale of the last Unit, from the Property any and all goods and Improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 8.11 - Declarant Control of the Association.

- (a) Subject to Subsection (b): There will be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and member of the Executive Board... The period of Declarant control terminates no later than the earlier of: (1) sixty days after conveyance of sixty percent of the Units that may be created to Unit Owners other than a Declarant; (2) two years after all Declarants have ceased to offer Units for sales in the ordinary course of business; or (3) two years after any right to add new Units was last exercised. A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.
- (b) Not Later than sixty days after conveyance of one-third of the Units that may be created to Unit Owners other than a Declarant, at least one member and not less than one-third of the members of the Executive Board will be elected by Unit Owners others than the Declarant.
- (c) Except as otherwise provided in Subsection 8.11(a), not later than the termination of any period of Declarant control the Unit Owners will elect an Executive Board of at least three members, at least a majority of whom will be Unit Owners. The Executive Board will elect the officers. The Executive Board members and officers will take office upon election.
- (d) Notwithstanding any provision of the Declaration or Bylaws to the contrary, the Unit Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 8.12 - Limitations on Special Declarants Rights. Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be

exercised by the Declarant so long as the Declarant is obligated under any warranty or obligation, owns any Units or any Security Interest on any Units, or for 21 years after recording the Declaration, whichever is sooner. Earlier termination of certain right may occur by statute. Additional limitations occur in Article XVIII.

Section 8.13 - Limitation on Association Action. The Association may not take any action that would interfere with the Special Declarant Rights.

## ARTICLE IX

### Allocated Common Expense Liability

Section 9.1 - Allocation of Common Expense Liability. The table showing Unit numbers and their allocated interest is attached as Schedule A-2 as it may be amended from time to time. These interests have been allocated in accordance with the formulas set out in this Article IX. These formulas are to be used in reallocating interests if Units are added to the Common Interest Community.

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

- (a) Liability for Common Expenses. The fraction of the liability for Common Expenses allocated to each Unit is equal to the fraction represented by one divided by the total number of Units. If a Unit as created by the Declarant is subdivided, its share will be divided pursuant to the agreement of that owner.

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

- (b) Votes. Each Unit in the Common Interest Community will have one equal Vote.

## ARTICLE X

### Restrictions on Use, Alienation or Occupancy

Section 10.1 - Use of Restrictions. Subject to the Special Declarant Rights reserved under Article VIII, the following use restrictions apply to all Units and to the Common Elements:

- (a) Construction on each Unit is restricted to a single-family residence. Each Unit is restricted to residential use including home professional pursuits not requiring regular visits from the public, employees or unreasonable levels of

mail, shipping, trash or storage requirements. No sign indicating commercial uses may be displayed on or outside a Unit. A single-family residence is defined as a single housekeeping unit, operating between its occupants on a nonprofit, noncommercial basis, cooking and eating with a common kitchen and dining area. Each residence will be limited to no more regular overnight occupants than two per bedroom. A Unit may be rented to a single family.

- (b) Garages are restricted to use by the Unit Owners as storage and as a parking space for vehicles.
- (c) No trailer, basement, tent, shack, garage, barn, other out-building or any structure of a temporary character shall be used on any Unit or the Common Elements at any time as a residence, either temporarily or permanently.
- (d) Nothing may be done or kept in or on any Unit which will increase the rate of insurance of any other Unit or of the Association beyond the rates ordinarily applicable to residences or residential Common Interest Communities without prior written consent of the Executive Board. No Unit Owner may permit anything to be done or kept in the Common Interest Community which will result in the cancellation of insurance on any of the other Units or the Common Elements.
- (e) No noxious or offensive activities may be carried on or in any Unit nor may anything be done therein or thereon either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants or which interferes with the peaceful possession and proper use of the Property by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof will be observed. Each Unit Owner will be obligated to maintain his own Unit and structures thereon and keep them in good order and repair.
- (f) Except pursuant to Article XIII of the Declaration, nothing may be done on any Unit which will impair the structural integrity of any Common Element or any other Unit or structure thereon. No Unit Owner may do any work which may jeopardize the soundness or safety of the property, reduce the value thereof or impair any easements, right of purchase or any interest constituting a Common Element.
- (g) No industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise, except for home professional pursuits without employees or visits from the public, may be conducted, maintained or permitted on any part of the property.
- (h) Notwithstanding the foregoing, as long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees, may maintain any Unit owned by the Declarant or any portion of the Common

Elements as a model unit or sales office. The Declarant may also enter into short-term leases on a day-to-day basis as a part of providing temporary occupancy to purchasers prior to closing. The Declarant may also maintain management offices and signs and displays advertising the Common Interest Community.

- (i) No building, barn, shed, swimming pool, pavement, fence wall or other structure or improvement of whatever nature shall be erected upon the Property without the prior written consent of the Executive Board. No Owner shall make any exterior addition, change or alteration to the Property without the prior written consent of the Executive Board. No landscaping of whatever nature or involving the removal of trees shall be undertaken until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the proposed improvements or landscaping shall have been submitted to and approved in writing by the Executive Board. In determining whether to grant such consents, the Executive Board shall consider the harmony of exterior design and location in relation to the building views from any road and the Common Elements and its effects on Owners. The Executive Board may appoint a Covenants Committee and may delegate thereto the power and authority to give such consents for and in the name of the Executive Board. Said Covenants Committee, if and when established, shall be composed of three (3) or more representatives appointed by the Executive Board. Landscaping of a Unit in any individual style by the addition of a new planting material is exempt from such approval, provided natural, growing materials, soil or mulch, which in the determination of the Executive Board and /or Covenants Committee, are not diseased, neglected, and do not impinge on other Units or the Common Elements and are used in such landscaping. Any fabricated item extending above the surface of the earth and visible from the Common Elements or another Unit shall be considered a structural addition subject to this provision. Harmony of exterior design shall be judged in light of the intent that the Units are part of a single community of buildings maintaining a unified and unitary aspect. Permanent exterior site surface changes may be subject to engineering restrictions by the Town of Bloomfield planning and zoning authorities pursuant to its subdivision and site plan approval given for the Property, as revealed by the site and grading plan for the Property on file with the town authorities, as well as unified design standards which may be established by the Executive Board by resolution. In the event the Executive Board, or its designated Covenants Committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it by certified mail, with return receipt requested, or in any event, if no suit to enjoin the addition, alteration or change has been commenced within one (1) year after the completion thereof and no notice of such action has been filed upon the Land Records of the Town of Bloomfield, approval will not be required and this Paragraph will be deemed to have been fully complied with. Approval under this Paragraph shall not substitute of the need for any



applicable permits or approvals from governmental authorities, which shall be the responsibility of the Owner. The Executive Board may establish Rules setting forth in greater detail the standard outlined herein. Applications for approval under this Section may be made by any Owner or by any person having a binding contract to purchase a Unit from any Owner, including the Declarant.

- (1) The right to Notice and Hearing shall extend to such Person who has applied for approval under Paragraph (i) above if the Executive Board or Covenants Committee fails to grant such approval, or if the Committee intends to institute a suit to enjoin.
  - (2) The Covenants Committee or the Executive Board shall make periodic inspections of the exterior surface of buildings, fences, walls and other structures, of perennial plantings, and the conservation restriction areas.
  - (3) The provisions of this Subsection (i) shall not apply to the Declarant with respect to construction of Common Elements, or with respect to a Unit until it has been conveyed by the Declarant in a conveyance of less than all Units then owned by the Declarant or of the last Unit owned by the Declarant. Improvements constructed by the Declarant, for itself or for purchasers from it, or duplicate replacements thereof, shall be deemed to be in compliance with this Subsection (i).
- (j) Each Unit Owner agrees to indemnify and hold harmless to Declarant in performing those functions and activities in respect to his or her Unit which were indicated as the conditions and specifications as a part of the subdivision or wetlands approval or other permits received from the Town of Bloomfield.
- (k) Except as provided in the Declaration, no Unit may be divided, subdivided, or resubdivided into more than one Unit. The Declarant shall have the right, from time to time, or at any time, until all Units are sold by it, or until the fifth anniversary of the recording of this Declaration, whichever shall first occur, to grant to the Owner of any of the Units or to any governmental body or agency or public or private utility or public service company such easements or rights of way as may be necessary and proper for the benefit of any one or more of the Units or for the benefit of the roads shown on the plans and survey, provided, (a) such easements or rights of way shall be located within the portion of any lot lying between the lot line and the building setback as established by the zoning ordinances of the Town of Bloomfield; (b) no such easements or right of way shall unreasonably interfere with the use and enjoyment of the Unit subjected to such easement or the improvements located thereon; and (c) no fabricated item extending more than eight inches above the surface of the earth will be permitted to be constructed by reason of such easement or right of way.

- (l) No portion of any Unit or the Common Elements shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste material. Any such waste material shall be stored only on the Unit in sanitary containers, and then only on a temporary basis, with the exception of excess building materials resulting from the construction of improvement on the Units by the Declarant. Empty trashcan placed at the curb and for pickup shall not remain at the curb for more than twelve (12) hours.
  
- (m) The Units may be rented. No restriction, limitation or extra fee may be imposed upon tenants or the rental of Unit which are not imposed upon non-rented Units except as follows:
  - (i) Units which are rented are limited to occupancy by a single family as that term is defined under the Bloomfield Zoning Ordinances and to occupancy by no more than two persons per bedroom as defined on plans on file with the building official of the Town of Bloomfield.
  
  - (ii) No pets other than common domestic birds and fish in cages or tanks will be permitted to tenants.
  
  - (iii) All leases must be in writing and filed with the Association. Each lease must require a tenant to acknowledge receipt of, and acceptance of compliance with, the Declaration, Bylaws, and Rules of the Common Interest Community, and to attorn to the Association as Landlord, granting it severally with the Unit Owner, the right following notice to the Unit Owner of a hearing and an opportunity to cure, to evict a tenant for violation of these documents in the name of, and as attorney in fact for, the Unit Owner. A lease may assign to tenant any and all rights of Unit Owner as the lease will provide.
  
  - (iv) Restrictions on leasing will not apply to the Units of the Declaration being used as part of the marketing and sale of its Units.

Section 10.2 - Occupancy Restrictions: Subject to the Special Declarant Rights reserved under Article VIII, the following occupancy restrictions apply to all units and to the Common Elements.

- (a) No animals, rabbits, livestock, fowl or poultry of any kind may be raised, bred or kept in any Unit or in the Common Elements, except that any reasonable number of caged birds or fish in tanks, dogs, cats or household pet of gentle disposition, not to exceed two dogs 30 inches in height at the shoulder and two cats per Unit, may be kept in the Units subject to the rules and regulations to be adopted by the Executive Board provided they are not kept, bred or maintained for any commercial purpose and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon three days' written notice

from the Executive Board. All such dogs, cats or household pet will be enclosed or restrained by leash or other comparable means and will be accompanied by an owner at all times when out of their enclosure. Each Owner shall be responsible for removing his animal's waste from Common Elements. No dog runs or houses may be constructed within or on the Units or Common Elements. Seeing eye dogs will be permitted for those persons holding certificates of blindness and necessity (20/200 in the better eye with correction).

- (b) No motorcycle, trail bikes, trucks, commercial vehicles, boats, trailers, campers, off-road, or recreational vehicles or any other motor vehicles other than normal passenger automobiles designated to carry a maximum of 9 passengers, or motor vehicles used by the Declarant in connection with the construction of improvements on or within the Common Interest Community, shall be parked or stored upon an part of the Common Interest Community unless such vehicle is parked or stored in a garage that fully encloses such vehicle so that such vehicle is not visible from outside of the garage. The doors of such garage shall be kept shut except during periods of ingress and egress from such garage.
- (c) A smoke detector must be installed, and operative in any residence built on every Unit.
- (d) There is no restriction on the amount for which a Unit may be sold or otherwise transferred.
- (e) The use of Common Elements is subject to the Bylaws and the Rules of the Association.

Section 10.3 - Restriction on Alienation.

- (a) A Unit may not be conveyed pursuant to a time-sharing plan as defined under Chapter 734b of the Connecticut General Statutes.
- (b) A Unit may not be leased for a term of less than 60 days. All leases must be in writing and filed with the Association, and must contain the provisions of Section 10.1 and 10.3 of this Declaration.

Section 10.4 - Association Right to Exercise Unit Owner's Landlord Rights. The Association will have the right and power to exercise the landlord's rights of summary process against any tenant of a Unit Owner, who violates the restrictions of the Instruments, provided the Landlord has received Notice and Hearing, and is given a reasonable opportunity to cure the violation following the hearing.

ARTICLE XI

Easements, Licenses

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

ARTICLE XII

Allocation of Limited Common Elements

Section 12.1 - Allocation of Depicted Limited Common Elements. No Limited Common Element depicted on the Survey or Plans may be allocated except by an amendment to the Declaration executed by the Unit Owners between or among whose Units the allocation is made. The persons executing the amendment will provide a copy thereof to the Association, which will record it. The amendment will be recorded in the name of the parties and the Common Interest Community.

Section 12.2 - Allocation of Limited Common Elements Not Previously Allocated. A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to provisions in Article VI of the Declaration.... The allocations will be made by amendments to the Declaration specifying to which Unit or Units the Limited Common Element is allocated.

ARTICLE XIII

Additions, Alterations and Improvements

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

- (a) No Unit Owner will make any structural addition, structural alteration, or structural improvement in or to the Common Interest Community without the prior written consent thereto of the Executive Board or the Declarant during the period of Declarant control.
- (b) Subject to Subsection 13.1(a) and the provision of Article X, a Unit Owner:
  - (i) May make any other improvement or alterations to his Unit that do not impair the structural integrity...or lessen the support of any portion of the Common Interest Community.
  - (ii) May not change the appearance of the Common Elements...without permission of the Association;

- (c) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit will be executed by the Unit Owner.
- (d) All additions, alterations and improvements to the Units and Common Elements will not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

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

Section 13.2 - Landscaping within Limited Common Elements. At present, there are no Limited Common Elements in the Common Interest Community. Unit Owners may plant gardens, hedges, or shrubs or construct walks and paths in Limited Common Elements subsequently created provided the Unit Owner undertakes such activity with the permission of the Executive Board or of the Declarant during the period of Declarant control, following submission of complete plans and review by the Board of the Declarant to ensure consistency with the use or purpose of the Limited Common Element and consistency with the style and character of the community.

#### ARTICLE XIV

##### Relocation of Boundaries Between Adjoining Units

Section 14.1 - Application and Amendment. Subject to approval of any structural changes pursuant to Article XIII, if necessary the boundaries between adjoining units may be relocated by an amendment to the declaration on application to the association by the owners of those units. If the owners of the adjoining Units have specified a reallocation between their units of their allocated interests, the application will state the proposed reallocations. Unless the executive board determines, within thirty days after receipt of the application, that the reallocations are unreasonable, the Association will consent to the reallocation and prepare an amendment that identifies the units involved, states the reallocations and indicates the Association's consent. The amendment shall be executed by those unit owners, contain words of conveyance between them, the approval of any eligible mortgages holding Security Interests in the attached Units will be endorsed thereon, and, on recordation, be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 14.2 - Recording Amendments. The Association will prepare and record Surveys or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

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

Section 14.3 - Subject to Governmental Approval. Any relocation of boundaries will be subject to approval by the Town of Bloomfield Planning and Zoning Commission.

## ARTICLE XV

### Amendments to Declaration

Section 15.1 - General. Except as prohibited below, the declaration including the Surveys 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 section may be brought more than one year after the amendment is recorded.

Section 15.3 - Recorded of Amendments. - Every amendment to the Declaration will be recorded in every town in which any portion of the Common Interest Community is located and is effective only on recordation. An amendment except an amendment pursuant to Article XIV of this Declaration will be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the grantor's index in the name of the parties executing the amendment.

Section 15.4 - When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act and the Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners. The uses to which Units are restricted, and which are subject to this section, are found in Section 10.1 of this Declaration.

Section 15.5 - Execution of Amendments. - Amendments to the Declaration required by the Act to be recorded by the Association will be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

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

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

## ARTICLE XVI

### Amendments to Bylaws

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

## ARTICLE XVII

### Termination

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

## ARTICLE XVIII

### Mortgagee Protection

Section 18.1 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders of certain Security Interests and other as identified in Sections 18.2. This Article is supplemental to, and not in substitution for any other provisions of the Common Interest Community, but in the case of conflict this Article will control.

Section 18.2 - Percentage of Eligible Mortgagees: Wherever in this Declaration the approval of consent of a specified percentage of Eligible Mortgagees is required it will mean the approval or consent by Eligible Mortgagees holding mortgages on Unit which in the aggregate have allocated to them such specified percentage when compared to the total allocated to all Units then subject to mortgages held by Eligible Mortgagees.

Section 18.3 - Notice of Actions. The Association will 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 on which there is a first mortgage 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 mortgage held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of 60 days.
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.4.

(e) Any judgment rendered against the Association.

Section 18.4 - Consent Required.

(a) Document Changes. Notwithstanding any lower requirement permitted by the Declaration or the Act, no amendment of any material provision of the Instruments by the Association or Unit Owners described in this Subsection 18.4(a) may be effected without the vote of at least 67% of the Unit Owners (or any greater Unit Owner vote required in the Declaration or the Act) unless such rights are reserved to the Declarant as Special Declarant Rights in the instruments and until approved in writing at least 51% of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by the Declaration). Material includes, but is not limited to, any provision affecting:

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

(ii) Voting rights;

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

(iv) Responsibility for maintenance and repairs;

(v) Reallocation of interest in the Common Elements or Limited Common Elements (except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees with a Security Interest on 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 with Security Interests on 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 an Eligible Mortgagee of a Unit;
- (xiv) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;
- (xv) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
- (xvi) The benefits of mortgage holders, insurers or guarantors.

(b) Actions. Notwithstanding any lower requirement permitted by the Declaration or the Act, the Association may not take any of the following actions other than rights reserved to the Declarant as Special Declarant Rights without the approval of at least 51% of the Eligible Mortgagees:

- (i) Convey or encumber the Common Elements or any portion thereof (as to which an 80% Eligible Mortgagee approval is required). (The granting of easements or public utilities or for other public purposes consistent with the intended use of the Common Elements by the Common Interest Community will not be deemed a transfer 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 a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;
- (iv) Termination of the Common Interest Community (as to which a 67% Eligible Mortgagee approval is required);
- (v) The 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 concession through or over the Common Elements (excluding, however, any easements for utilities or other public purposes serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one 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.

(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.

Section 18.5 - Development Rights. No Development Rights may be exercised unless persons holding Security Interests in the Development Rights consent to the amendment.

In the event that Development Rights are exercised following ten years after recording of the initial Declaration, they may not be exercised without consent of the holders of 51% of the Eligible Mortgagees to the extension of this period.

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

Section 18.7 - Financial Statements. The Association will provide each Eligible Mortgagee and each Eligible Insurer with a copy of an annual financial statement within 90 days following the end of each fiscal year of the Association. Such financial statement will be audited by an independent certified public accountant if:

- (a) the Common Interest Community contains fifty or more Units; or
- (b) any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer will 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, in law, or in equity.

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

Section 8.10 - Appointment of Trustee. In the event of damage, destruction under Article XXII or XXIII or Condemnation of all or portion of the community, any eligible mortgagee may require that such proceeds be payable to a Trustee established pursuant to Sections 22.6. Such Trustee may be required to be a corporate trustee licensed by the State of Connecticut. Proceeds will thereafter be distributed pursuant to Article 23.5 or pursuant to a condemnation award. Unless otherwise required, the members of the Board of Directors acting by majority Vote through the president may act as Trustee.

## ARTICLE XIX

### Assessment and Collection of Common Expenses

Section 19.1 - Apportionment of Common Expenses. Except as provided in Section 19.2, all Common Expenses will be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Schedule A-2.

Section 19.2 - Common Expenses Attributable to Fewer than all Units.

- (a) Any Common Expense associated with the maintenance, repair or replacement of Limited Common Elements to which its expense is allocated pursuant to Section 6.2 will be assessed against the Unit or Units 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 the Limited Common Element will be assessed equally among the Units to which it is assigned.
- (b) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner will be assessed against the Unit which benefits from such service as a Personal Common Expense.
- (c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction on the Unit will be assessed against that Unit.
- (d) Assessments to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (e) If any Common Expense is caused by the misconduct of any Unit Owner, the Association may after Notice and Hearing assess that expense exclusively against his Unit.
- (f) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Instruments and the Act are enforceable as Common Expense assessments.

## Section 19.3 - 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 due...Fees, charges, late charges, fines and interest charged pursuant to the Act are enforceable as assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A lien under this section is prior to all other liens and encumbrances on a Unit except (1) liens and encumbrances recorded before the recordation of the Declaration... (2) a first or second Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent... and (3) liens for real property taxes and other governmental to all Security Interest described in subdivision (2) of this subsection to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 19.4 of the Article which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce either the Association's lien or a security interest described in Subdivision (2) of this Subsection. This subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association.
- (c) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this section is required.
- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two years after the full amount of the assessments becomes due; provided, that if an owner of a Unit subject to a lien under this section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien will be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (e) This section does not prohibit actions to recover sums for which subsection (a) of this section creates a lien or prohibit the association from taking a deed in lieu of foreclosure.
- (f) A judgment or decree in any action brought under this section will include costs and reasonable attorney's fees for the prevailing party.
- (g) The Association on written request will furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement will be furnished within ten business days after receipt of the

request and is binding on the Association, the Executive Board and every Unit Owner....

- (h) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner pursuant to Section 52-204 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.
- (j) 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 assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 19.3(b). Any unpaid assessment not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.
- (k) No Unit Owner may exempt himself from liability for payment of the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which the assessments are made.
- (l) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

Section 19.4 - Budget Adoption and Ratification. Within thirty days after adoption of any proposed budget for the Common Interest Community, the Executive Board will provide a summary of the budget to all the Unit Owners, and will set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen nor more than thirty days after mailing of the summary. Unless at that meeting three fourths of Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners will be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

Section 19.5 - Ratification of Nonbudgeted Assessments. If the Executive Board votes to levy a Common Expense Assessment not included in the annual operating budget ratified pursuant to Section 1914, and not included in the amounts to be assessed under Section 58(c), (d) and (e) of the Act, in an amount greater than fifteen (15%) percent of the current annual operating budget, the Executive Board will submit the special assessment to the Unit Owners for ratification in the same manner as a budget under Section 19.4.

Section 19.6 - Certificate of Payment of Common Expense Assessments. The Association on written request will furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessment against the Unit. The statement will be furnished within ten business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

Section 19.7 - Payment of Common Expenses. All Common Expenses assessed under Sections 19.1 and 19.2 will be due and payable in advance not less frequently than annually.

Section 19.8 - 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 will have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 19.9 - Commencement of Common Expense Assessments. Common Expense assessments will begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

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

## ARTICLE XX

### Right to Assign Future Income

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

## ARTICLE XXI

### Persons and Units Subject to Instruments

Section 21.1 - Compliance with Instruments. All Units Owners, tenants, mortgages and occupants of Units will comply with the Instruments. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Instruments are

accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions are covenants running with the land and will bind any Persons having at any time any interest or estate in such Unit.

Section 21.2 - Adoption of Rules. - To the extent permitted by law, the Executive Board may adopt Rules regarding the use and occupancy of Units which affect the use and enjoyment of Common Elements, and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

## ARTICLE XXII

### Insurance

Section 22.1 - Coverage. - To the extent reasonably available, the Executive Board will obtain and maintain insurance coverage as set forth in Sections 2, 3 and 4 of this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board will cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last know addresses.

Section 22.2 - Property Insurance. Property insurance shall be maintained covering: (i) the Common Element facilities (which term means all buildings on the Common Elements for the use and enjoyment of all of the Unit Owners, and all fixtures, equipment and any improvements and betterments which are part of a Common Element, and maintained by the Association, 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.

- (a) Amounts. The Common Element facilities for an amount equal to 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 the replacement cost of the Common Element facilities and the actual cash value of the personal property, and the cost of such appraisals will be a Common Expense.

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

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

- (1) the insurer waives its rights to subrogation under the policy against any Unit Owner or member of his or her household;
- (2) 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.
- (3) 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.
- (4) loss will be adjusted with the Association.
- (5) insurance proceeds will be paid to any insurance Trustee designated in the policy for that purpose, and in the absence of such designation to the Association, in either case to be held in Trust for each Unit Owner and such Unit Owner's mortgagee.
- (6) the insurer may not cancel or refuse to renew the policy until thirty 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.
- (7) The name of the insured will be substantially as follows:

"Association of Owners of The Common at Sinnott Farm 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 by in no event less than \$2,000,000, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, and activities of the Association.

(a) Other Provisions. Insurance policies carried pursuant to this Section will provide that:

- (1) 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.



- (2) the insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household;
- (3) 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.
- (4) The insurer may not cancel or refuse to renew the policy until thirty 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 know addresses.

Section 22.4 - Fidelity Bonds. A blanket fidelity bond may be maintained for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond will name the Association as obligee and will cover the maximum funds that will be in the custody of the Association or the Manager at any time while the bond is in force, and in no event less than the sum of three months' Assessments plus reserve funds. The bond will include a provision that calls for thirty (30) days' written notice to the Association, to each mortgagee of a Unit and to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Unit before the bond can be cancelled or substantially modified for any reason; except that if cancellation is for non-payment of premium, only ten days notice will be required.

Section 22.5 - Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

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

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

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

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

## ARTICLE XXIII

### Damage to or Destruction of Property

Section 23.1 - Duty to Restore. Any portion of the Common Interest Community for which insurance is required under Section 47-255 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, will 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) 80% of the Unit Owners, including every Owner of assigned Limited Common Elements that will not be rebuilt, vote not to rebuild.

Section 23.2 - Cost. The cost of repair or replacement in excess of insurance proceeds will be a common expense.

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

Section 23.4 - Replacement of Less than Entire Property. If the entire Common Interest Community is not repaired or replaced:

- (a) the insurance proceeds attributable to the damaged Common Elements will 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 distributes, (i) the insurance proceeds attributable to Limited Common Elements that are not rebuilt will be distributed to the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interest may appear, and (ii) the remainder of the proceeds will be distributed to all the Unit Owners or lien holders, as their interest may appear, in proportion to the Common Expense liabilities of all the units;

Section 23.5 - Insurance Proceeds. The insurance Trustee, or if there is no insurance Trustee then the Association, will hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interest may appear. Subject to the provisions of Section 23.1(a) through Section 23.1(c), the proceeds will be disbursed first for the repair or restoration of the damaged property, 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 one is appointed under the provisions of Section 22.2, may rely on the following certifications in writing made by the Executive Board:

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

Section 23.7 - Certificates by Attorneys. If payments are to be made to Unit Owners or mortgages, the Executive Board, and the Trustee, if any, will obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the land records of the town from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

#### ARTICLE XXIV

##### Rights To Notice and Comment: Notice and Hearing

Section 24.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, as otherwise required by the Instruments and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action will be given to each Unit Owner in writing and will be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice will be given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 24.2 - Right to Notice and Hearing. Whenever the Instruments require that an action be taken after "Notice and Hearing", the following procedure will be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) will give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice will include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person will have the right, personally or by a representative, to give testimony orally, in writing or both as specified in the notice, subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence will be considered in making the decision but will not bind the decision makers. The affected person will be notified of the decision in the same manner in which notice of the meeting was given.

Section 24.3 - Appeals. Any Person having a right to Notice and Hearing will have the right to appeal to the Executive Board from a decision of persons other than the

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

## ARTICLE XXV

### Executive Board

Section 25.1 - Minutes of Executive Board Meetings. The Executive Board will permit any Unit Owner to inspect the Minutes of Executive Board meetings during normal business hours. The Minutes will be available for inspection within fifteen (15) after any such meeting.

Section 25.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board will have, subject to the limitations contained in this administration of the affairs of the Association and of the Common Interest Community which will include, but not be limited to, the following:

- (a) Adopt and amend Bylaws and Rules;
- (b) Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from Unit Owners;
- (c) Hire and discharge managing agents;
- (d) Hire and discharge employees and agents, other than managing agents, and independent contractors.
- (e) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;
- (f) Make contract and incur liabilities;
- (g) Regulate the use, maintenance, repair, replacement and modification of the Common Elements.
- (h) Cause additional improvement to be made as a part of the Common Elements;
- (i) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 47-254 of the Act;

- (j) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements, and grant easements for any period, over Units as provided in Section 8.7;
- (k) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsections (2) and (4) of Section 47-221 of the Act, and for services provided to Unit Owners;
- (l) Impose charges or interest or both for late payment of assessments and , after Notice and Hearing, levy reasonable fines for violations of this Declaration, and the Bylaws and Rules of the Association;
- (m) Impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required Section 47-270 of the Act or statements of unpaid assessments;
- (n) Provide for the indemnification of the Association's officers and Executive Board maintain Directors' and officers' liability insurance;
- (o) Assign the Association's right to future income, including the right to receive Common Expense assessments, subject to the limitations set forth in Article XX of this Declaration.
- (p) Exercise any other powers conferred by this Declaration or the Bylaws;
- (q) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (r) Exercise all other powers necessary and proper for the governance and operation of the Association; and
- (s) By resolution, establish committees, permanent and standing, to perform any functions above as specifically delegated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 25.3 - Executive Board Limitations. The Executive Board may not act on behalf of the Association to mend this Declaration, to terminate the Common Interest Community or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive

Board may fill vacancies in its membership for the unexpired portion of any term. The Executive Board shall be elected in accordance with Section 8.11.

## ARTICLE XXVI

### Open Meetings

Section 26.1 - Access. All meetings of the Executive Board, at which action is to be taken by vote as such meeting will be open to the Unit Owners, except as hereafter provided.

Section 26.2 - Notice. A schedule of regularly scheduled meeting will be sent to Unit Owners. Notice of special meetings will be given not less than 24 hours prior to the time set for such meetings, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

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

- (a) No action is taken at the executive session requiring the affirmative vote of Directors; or
- (b) The action taken at the executive session involves personnel, pending litigation, or enforcement actions.

## ARTICLE XXVII

### Miscellaneous

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

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

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

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

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

Section 27.6 - Execution of Documents. The president or secretary of the Association is responsible of preparing, executing, filing and recording amendments to the Instruments.

In Witness Whereof, the Declarant has caused the Declaration to be executed this 29th day of June, 1988.

Signed, Sealed and Delivered Peter Stich Associates, Inc.  
 In the Presence of:

\_\_\_\_\_ By \_\_\_\_\_

STATE OF CONNECTICUT )  
 ) ss. : FARMINGTON  
 COUNTY OF HARTFORD )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 1988, by Peter Stich, President of Peter Stich Associates, Inc., a Connecticut corporation, as his and its free act and deed for Corporation.

\_\_\_\_\_  
 Commissioner of the Superior Court

**THE COMMON AT SINNOTT FARM**

<u>Lot Number</u>	<u>Street Address</u>
2087	4 Timothy Lane
2088	8 Timothy Lane
2089	12 Timothy Lane
2090	16 Timothy Lane
2091	22 Timothy Lane
2092	26 Timothy Lane
2093	27 Timothy Lane
2094	23 Timothy Lane
2095	13 Timothy Lane
2101	10 Quail Run Lane
2102	16 Quail Run Lane
2103	22 Quail Run Lane
2104	26 Quail Run Lane
2105	30 Quail Run Lane
2106	36 Quail Run Lane
2107	40 Quail Run Lane
2108	39 Quail Run Lane
2109	33 Quail Run Lane
2110	25 Quail Run Lane
2111	17 Quail Run Lane



2112	13 Quail Run Lane
2113	9 Quail Run Lane
2114	5 Quail Run Lane
2115	22 Arrowwood Lane
2116	32 Arrowwood Lane
2117	36 Arrowwood Lane
2118	42 Arrowwood Lane
2119	46 Arrowwood Lane
2120	50 Arrowwood Lane
2121	54 Arrowwood Lane
2122	58 Arrowwood Lane
2123	64 Arrowwood Lane
2124	68 Arrowwood Lane
2125	72 Arrowwood Lane
2126	76 Arrowwood Lane
2127	82 Arrowwood Lane
2128	85 Arrowwood Lane
2129	81 Arrowwood Lane
2130	77 Arrowwood Lane
2131	73 Arrowwood Lane
2132	11 Arrowwood Lane
2133	8 Spring Hill Lane

2134	14 Spring Hill Lane
2135	22 Spring Hill Lane
2136	38 Spring Hill Lane
2137	42 Spring Hill Lane
2138	39 Spring Hill Lane
2139	35 Spring Hill Lane
2140	31 Spring Hill Lane
2141	27 Spring Hill Lane
2142	23 Spring Hill Lane
2143	19 Spring Hill Lane
2144	15 Spring Hill Lane
2145	11 Spring Hill Lane
2146	7 Spring Hill Lane
2148	7 Spice Bush Lane
2149	11 Spice Bush Lane
2150	15 Spice Bush Lane
2151	19 Spice Bush Lane
2152	23 Spice Bush Lane
2153	27 Spice Bush Lane
2154	31 Spice Bush Lane
2155	35 Spice Bush Lane
2156	34 Spice Bush Lane
2157	28 Spice Bush Lane

2158

22 Spice Bush Lane

THE COMMON AT SINNOTT FARM  
DECLARATION  
SCHEDULE A-1

DESCRIPTION OF LAND

ALL THAT CERTAIN piece or parcel of land with the buildings and improvements thereon, situated in the Town of Bloomfield, Count of Hartford and State of Connecticut, bounded and described in Schedule A, attached hereto:

Together with all of the rights and privileges and subject to the obligations set forth in an easement from Doris M. Attardo to Andrew C. Peterson, Inc., dated July 8, 1987 and recorded in Vol. 368, at Page 2 of the Bloomfield Land Records.

Excepting therefrom those two certain proposed streets shown as "Ryefield Hollow Drive and Deerfield Road" on Schedule A-3 attached hereto which proposed streets are to be conveyed to the Town of Bloomfield as public streets.

Excepting therefrom that certain property as set forth in a warranty deed from Peter Stich Associates, Inc., to the Town of Bloomfield recorded October 14, 1987 in Volume 383, Page 101 of the Bloomfield Land Records.

Said property is conveyed subject to the following:

1. Easement to the State of Connecticut over 5.7 acres abutting Wadhams Road dated December 6, 1960 and recorded in volume 90 at Page 276 of the Bloomfield Land Records
2. Reservations for surface drainage and sanitary sewer connection set forth in a deed from Andrew C. Peterson, In. to Peter Stich Associates, Inc., dated July 14, 1987 and recorded in Volume 368 at Page 5 of the Bloomfield Land Records.
3. Drainage easements in favor of the Town of Bloomfield set forth in instruments date September 25, 1987 and recorded in Volume 383 at Page 103 and at Page 107 of the Bloomfield Land Records.
4. Subject to easements for sewer and water lines in favor of The Metropolitan District Commission dated March 29, 1988, and recorded in Volume 404 at Page 261 through Page 267 of the Bloomfield Land Records.
5. Subject to easements for drainage in favor of the Town of Bloomfield.

Any and all provisions of any ordinances, municipal regulation, or public or private law, inclusive of zoning, inland wetlands, building and planning laws, rules and regulations as established in and for the Town of Bloomfield.

Taxes of the Town of Bloomfield, including taxes resulting from the issuance of a Certificate of Occupancy for any Unit, which become due and payable after the date of the delivery of the Unit deed.

Public improvement assessments, and/or any unpaid installments thereof due the Town of Bloomfield.

**SCHEDULE A**

A certain piece or parcel of land situated on the southerly side of Wadham Road and Terry Plains Road in the Town of Bloomfield, County of Hartford, and State of Connecticut, know as Sinnott Farm, and show on subdivision maps entitled "Subdivision Map the Common at Sinnott Farm Planned Residential Development Wadhams Road & Terry Plains Road Bloomfield, Connecticut Scale 1" = 40' Date March 1987" Revised April 7 1988, certified substantially correct and in accordance with Class A-2 of the Code of Practice for Standards of Accuracy of Surveys and Maps, John C. Heagle, Megson & Heagle Civil Engineers & Land Surveyors Glastonbury, Conn., consisting of nine sheets (the "Common Map") which maps are to be filed in the Bloomfield Land Records and being more particularly bounded and described as follows:

Beginning at a point in the southwesterly line of Terry Plains Road which point marks the northerly corner of land now or formerly of David A. & Peggy L. Stull, as shown on Sheet No. 9 of the Common Map; thence S 60° 08' 40" W, along said land now or formerly of David A. & Peggy L. Stull, 200.00 feet to a point; thence S 29° 51' 20" E along said land now of formerly of David A. & Peggy L. Stull, land now or formerly of John J. Carson and land now or formerly of Harold A. & Susan M. James, 310.00 feet to a point; thence S 60° 08' 40" W along said land now or formerly of Harold A. & Susan M. James, 14.95 feet to an iron pin; thence N 76° 59' 44' 09" W along land now or formerly of George D. & Agnes E. Kimbrough and land now or formerly of Stanley H. & Marie A. Szot, 153.71 feet to an iron pin; thence N 76° 59' 44" W along land now or formerly of Gus L. Schrey, land now or formerly of Doris M. Attardo and land now or formerly of Albert A. Attardo and Frank L. Zito, in part by each 925.26 feet to a point; thence S 29° 57' 17" W, 109.44 feet to a point; thence S 25° 07' 17", 314.56 feet to a point, the last two courses being along said land now or formerly of Albert A. Attardo & Frank L. Zito; thence N 76° 06' 07" W along land now or formerly of Ben E. Maulucci and land now or formerly of Gary S. Maulucci, in part by each 526.94 feet to a point; thence S 2° 46' 27" E, 214.95 feet to a point; thence S 9° 51' 27" E, 201.45 feet to a point, the last two courses being along said land now or formerly of Gary S. Maulucci; thence S 85° 22' 23" along land now or formerly of Northwest Development Associates Limited Partnership, 897.60 feet to a point marking the southeasterly corner of Lot 2060 of a subdivision know as "The Highland at Sinnott Farm"; thence N 17° 43' 31" W, 419.94 feet to a point; thence N 19° 30' 24" W, 207.18 feet to a point; thence N 69° 40' 02" W, 287.56 feet to a point in the easterly line of South Barn Hill Road, the last three courses being along the Highland Subdivision; thence in a northerly direction along a curve to the left having a radius of 1,230.00, 643.66 feet to a point marking the southwesterly corner of Lot 2079 of the Highland Subdivision; thence N 80° 21' 00" E, 176.18 feet to a point; thence N 7° 18' 10" W, 311.10 feet to a point; thence N 30° 21' 00" E, 308.32 feet to a point, the last three courses being along the Highland Subdivision; thence S 88° 58' 30" E, 124.00 feet to a point; thence S 87° 15' 20" E,

233.00 feet to a point; thence S 84° 17' 20" E, 187.50 feet to a point; thence N 05° 38' 30" W, 251.40 to a point; thence N 08° 28' 00" W, 673.60 feet to a point in the southerly Line of Wadhams Road, the last five courses being along land now or formerly of William J. & Helen S. Cranfield as show on Sheet Nos. 1,4 and 3 of the "Common Map"; thence S 78° 03' 35" E, 459.95 feet to a point; thence in a southeasterly direction along a curve to the right having a radius of 676.87 feet, 53.04 feet to a monument, the last two courses being along the assumed southerly line of Wadhams Road; thence in a southwesterly and southerly direction along a curve to the left having a radius of 25.00 feet, 42.69 feet to a point; thence in a southerly direction along a curve to the left having a radius of 270.00 feet, 206.56 feet to a monument; thence S 77° 03' 57" E, 170.67 feet to a point; thence N 12° 56' 03" E, 205.75 feet to a point in the southerly line of Wadhams Road, the last four courses being along other land of the Grantor (lots 2096 and 2097 as shown on Sheet No. 3 of the "Common Map"); thence S 78° 03' 35" E, 179.15 feet to a point, thence S 52° 51' 20" E, 819.26 feet to a point ; thence southeasterly along a curve to the right having a radius of 757.58 feet, 155.86 feet to a point, the last two courses being along the southerly and southwesterly lines of Wadhams Road and Terry Plains Road (assumed street lines); thence S 19° 08' 40" W, 220.95 feet to a point; thence S 33° 15' 20" E, 189.33 feet to a point; thence N 19° 08' 30" E, 225.23 feet to a point, the last three courses being along land now or formerly of Joseph F., Jr. & Anna P. Murtaugh; thence S 29° 51' 20" E along the assumed southwesterly street line of Terry Plans Road, 1112.61 feet to the point or place of beginning.

Excepting from the above description, all those portions of the parcel shown as "Ryefield Hollow Drive" and "Deerfield Road" on the Common Map, which are to be conveyed to the Town of Bloomfield for use as public roads.

THE COMMON AT SINNOTT FARM  
DECLARATION

SCHEDULE A-2

TABLE OF INTERESTS

66 UNITS CREATED

<u>Unit No.</u>	<u>Fractional Share of Common Expenses</u>	<u>Vote in the Affairs of the Association</u>
2087	1/66	1
2088	1/66	1
2089	1/66	1
2090	1/66	1
2091	1/66	1
2092	1/66	1
2093	1/66	1
2094	1/66	1
2095	1/66	1
2101	1/66	1
2102	1/66	1
2103	1/66	1
2104	1/66	1
2105	1/66	1
2106	1/66	1
2107	1/66	1
2108	1/66	1
2109	1/66	1
2110	1/66	1
2111	1/66	1
2112	1/66	1
2113	1/66	1
2114	1/66	1
2115	1/66	1
2116	1/66	1
2117	1/66	1
2118	1/66	1
2119	1/66	1
2120	1/66	1
2121	1/66	1
2122	1/66	1
2123	1/66	1
2124	1/66	1



2125	1/66	1
2126	1/66	1
2127	1/66	1
2128	1/66	1
2129	1/66	1
2130	1/66	1
2131	1/66	1
2132	1/66	1
2133	1/66	1
2134	1/66	1
2135	1/66	1
2136	1/66	1
2137	1/66	1
2138	1/66	1
2139	1/66	1
2140	1/66	1
2141	1/66	1
2142	1/66	1
2143	1/66	1
2144	1/66	1
2145	1/66	1
2146	1/66	1
2147	1/66	1
2148	1/66	1
2149	1/66	1
2150	1/66	1
2151	1/66	1
2152	1/66	1
2153	1/66	1
2154	1/66	1
2155	1/66	1
2156	1/66	1
2157	1/66	1
2158	1/66	1

DECLARATION

THE COMMON AT SINNOTT FARM

SCHEDULE A-3

SURVEY AND SITE PLANS

(combined these Schedules contain all elements required by Section 47-228 of the Act.)

( See maps and plans entitled:

"Subdivision Map The Common at Sinnott Farm Planned Residential Development Wadhams Road & Terry Plains Road Bloomfield, Connecticut Scale 1" - 40' Date March 1987" Revised April 7, 1988, certified substantially correct and in accordance with Class A-2 of the Code of Practice for Standards of Accuracy of Survey and Maps, John C. Heagle, Megson & Heagle Civil Engineers & Land Surveyors Glastonbury, Conn., consisting of nine sheets (the "Common Map").

DECLARATION OF THE COMMON AT SINNOTT FARM

SCHEDULE A-4

ENGINEER'S CERTIFICATE

Units Nos. 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158.

RE: The Common at Sinnott Farm, situated on the southerly side of Wadhams Road in the Town of Bloomfield, County of Hartford and State of Connecticut, which premises are more particularly shown on a survey and plan entitled "Exhibit A-3 The Common at Sinnott Farm".

The undersigned hereby certifies that:

1. The undersigned engineer is licensed by the State of Connecticut under License No. 12490.
2. To the best of his knowledge, information and belief, the units described above are included in a subdivision approved by the Planning Commission of the Town of Bloomfield\* as shown on a Subdivision Plot entitled SEE NOTE 1 BELOW and filed at the Town of Bloomfield Clerk.

\*Approved with conditions

3. Said Certificate is made pursuant to the provisions of Connecticut General Statutes, Section 47-220 of the Common Interest Ownership Act.
4. Pursuant to Connecticut General Statutes, Section 47-74d(d) the undersigned engineer certifies that he does not have any legal or equitable ownership interest in the planned community.

Milone & MacBroom Engineering, Inc.

John M. Milone, P.E.  
President

Dated: July 18, 1988

Note 1: "Subdivision Map The Common at Sinnott Farm Planned Residential Development Wadhams Road & Terry Plain Road Bloomfield, Connecticut Scale 1" = 40' Date March 1987" Revised April 7, 1988, certified substantially correct and in accordance with Class A-2 of the Code of Practice for Standards of Accuracy of Surveys and Maps, John C. Heagle, Magson & Heagle Civil Engineers & Land Surveyors Glastonbury, Conn., consisting of nine sheets (the "Common Map").

THE COMMON AT SINNOTT FARM

DECLARATION

EXHIBIT A-5

Revised \_\_\_\_\_

Amendment No. \_\_\_ to

DECLARATION

THE COMMON AT SINNOTT FARM

FORM AMENDMENT TO DECLARATION

EXERCISING DEVELOPMENT RIGHTS

Peter Stich Associates, Inc., of Farmington, Connecticut, "Declarant" under a certain Declaration of The Common at Sinnott Farm, dated \_\_\_\_\_ and recorded in Volume \_\_\_\_, Page \_\_\_\_ and successive pages of the Bloomfield Land Records, ("Declaration") pursuant to Section 47-229, of the Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved in Article VIII of the Declaration, does hereby amend the Declaration and does hereby Declare:

ARTICLE I. Schedule A-2, Revised \_\_\_\_\_, attached hereto is substituted for the current Schedule A-2 of the Declaration which is declared null and void, adding units together with their appurtenant Limited Common Elements as shown on Exhibit A-3 and interests.

ARTICLE II. Schedule A-3, Revised \_\_\_\_\_, attached hereto is substituted for the current Schedule A-3 of the Declaration, which is declared null and void. Development right within those portions of the former Schedule A-3 in which Development Rights were reserved, and are now indicated as "Development Rights not Reserved" are hereby declared terminated. Limited Common Elements depicted on Schedule A-3 are hereby assigned as appurtenant to the units indicated. Those Limited Common Elements described in Article VI and not otherwise depicted on Schedule A-3 are hereby assigned to their appurtenant units as applicable.

ARTICLE III. Schedule A-4, Dated \_\_\_\_\_, Engineer's Certificate, of \_\_\_\_\_ engineer, is hereby appended to the Declaration.

IN WITNESSS WHEREOF, The Declarant has caused this Amendment to the Declaration to be executed this \_\_\_ day of \_\_\_\_\_, 1988.

Signed, Sealed and Delivered  
in the Presence of:

Peter Stich Associates, Inc.

\_\_\_\_\_

By \_\_\_\_\_  
Peter Stich  
Its President

\_\_\_\_\_

STATE OF CONNECTICUT)  
  )  
COUNTY OF HARTFORD )

ss.: FARMINGTON

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 1988, by Peter Stich, President of Peter Stich Associates, Inc., a Connecticut corporation, as his and its free act and deed.

\_\_\_\_\_  
Commissioner of the Superior Court

PUBLIC OFFERING STATEMENT  
THE COMMON AT SINNOTT FARM  
EXHIBIT B  
BYLAWS  
OF  
THE COMMON AT SINNOTT FARM, INC.

Attachments

Incorporation

- Schedule B-1 Certificated of Incorporation
- Schedule B-2 Incorporator's Organization Consent
- Schedule B-3 Consent of Members of the Executive Board to Actions  
in Lieu of First Meeting of the Executive Board
- Schedule B-4 Resale Documents and Certificate

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BYLAWS  
OF  
THE COMMON AT SINNOTT FARM, INC.

ARTICLE I

Introduction

These are the Bylaws of The Common at Sinnott Farm, Inc. ("Association"). Definitions of terms initial capitalized will be as designated in Article II of the Declaration.

ARTICLE II

Executive Board

Section 2.1 - Number and Qualification; Termination of Declarant Control.

- (a) The affairs of the Common Interest Community and the Association will be governed by an Executive Board, which, until the termination of the period of Declarant control, will consist of three persons, and following such date, will consist of five (5) persons, the majority of who, excepting the Directors appointed by the Declarant, will be Unit Owners. If any Unit is owned by a partnership or corporation, any officer, partner or employee designated by that Unit Owner to the Association will be eligible to serve as Director and will be deemed to be a Unit Owner for the purpose of the preceding sentence. The Directors will be elected by the Unit Owners except for those appointed by the Declarant. At any meeting at which board members are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these Bylaws or the Corporation Laws of the State of Connecticut.
- (b) The terms of at least on third (1/3) of the Directors will expire annually, as established in a resolution of the members setting terms.
- (c) Section 8.11 of the Declaration will govern appointment of members of the Executive Board during the period of Declarant control

- (d) The Executive Board will elect the officers. The Directors and officers will take office upon election.
- (e) At any time after Unit Owners other than the Declarant are entitled to elect a Director, the Association will call and give not less than ten nor more than sixty days notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

Section 2.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, the Bylaws or the Act. The Executive Board will have the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which will include, but not be limited to, the following:

- (a) Adopt and amend bylaws and rules and regulations subject to the limitations of the Declaration and below;
- (b) Adopt and amend budgets for revenues, expenditures and reserves and collect assessment for common expenses from unit owners;
- (c) Hire and discharge managing agents;
- (d) Hire and discharge employees and agents other than managing agents and independent contractors.
- (e) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the common interest community;
- (f) Make contract and incur liabilities;
- (g) Subject to the provisions of Article X of the Declaration, regulate the use, maintenance, repair, replacement and modification of the common elements.
- (h) Cause additional improvements to be made as a part of the common elements;
- (i) Acquire, hold, encumber and convey in its own name any right, title or interest to real property or personal property but...common elements...may be conveyed or subjected to a security interest only pursuant to section 47-254 of the Act;
- (j) Grant easements, for any period of time including permanent easements and leases, licenses and concessions for no more than one year, through or over the common elements;

- (k) Impose and receive any payments fees or charges for the use, rental or operation of the common elements, other than limited common elements in subsections (2) and (4) of section 47-221 of the Act, and for services provided to unit owners;
- (l) Impose charges or interest or both for late payment of assessments and, after notice and Hearing, levy reasonable fines for violations of the declaration, bylaws, rules and regulations of the association;
- (m) Impose reasonable charges for the preparation and recordation of amendments to the declaration, resale certificates required by section 47-270 of the Act or statements of unpaid assessments;
- (n) Provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;
- (o) Assign its right to future income, including the right to receive common expense assessments, subject to the limitations set forth in Article XX of the Declaration;
- (p) Exercise any other powers conferred by the declaration or bylaws;
- (q) Exercise all other powers that may be exercised in this state by legal entities of the same type as the association; and
- (r) Exercise any other powers necessary and proper for the governance and operation of the association.
- (s) By resolution, establish committees, permanent and standing, to perform any functions above as specifically delegated in the resolution establishing the committee. Any committee must maintain and publish notice of its actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 2.3 - Standard of Care. In the performance of their duties, the officers and members of the executive board are required to exercise (1) if appointed by the declarant, the care required of fiduciaries of the unit owners and (2) if elected by the unit owners, ordinary and reasonable care.

Section 2.4 - Additional Limitations. The Executive Board will be additionally limited pursuant to Section 25.3 of the Declaration.

Section 2.5 - Manager. The Executive Board may employ, for the Common Interest Community, a Manager at a compensation established by the Executive Board, to perform such duties and services as the Executive Board will authorize. The Executive Board may delegate to the Manager only the powers granted to the Executive Board by these Bylaws under subdivisions (d), (f), and (g), (k) and (m) of Section 2.2. Licenses, concessions and contracts may be executed by the Manager pursuant to specific resolutions of the Executive Board, and to fulfill the requirements of the budget.

Section 2.6 - Removal of Directors. The unit owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the unit owners at which a quorum is present, may remove any Director with or without cause, other than a Director appointed by the declarant.

Section 2.7 - Vacancies. Vacancies in the Executive Board caused by any other reason other than the removal of a member by a Vote of the Unit Owners, may be filled at a special meeting of the Executive Board held for that purpose at any time after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum, as follows:

- (a) as to vacancies of Directors whom Unit Owners other than the Declarant elected, by a majority of the remaining such members, constituting the Executive Board; and
- (b) as to vacancies of members whom the Declarant has the right to appoint, by the Declarant.

Each person so elected or appointed will be a Director for the remainder of the term of the Director so replaced.

Section 2.8 - Organization Meeting. The first meeting of the Executive Board following each annual meeting of the Unit Owners will be held within then (10) days thereafter at such time and place as will be fixed by the Unit Owners at the meeting at which such Executive Board will have been elected or by newly elected Directors attending such meeting, if no time or place is fixed by the Members. No notice will be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the Directors will be present thereat.

Section 2.9 - Meetings. Regular meetings may be set by a schedule adopted by resolution of the Executive Board and not further notice will be required. Special meetings of the Executive Board may be called by the President or by a majority of the Directors on at least three(3) business days' notice to each member. The notice will be hand-delivered or mailed and will state the time, place and purpose of the meeting.

Section 2.10 - Location of Meetings. All meetings of the Executive Board, during the period of Declarant control, will be held at the offices of the Declarant and thereafter will

be held within Bloomfield, unless all Directors thereof consent in writing to another location.

Section 2.11 - Waiver of Notice. Any member may waive notice of any meeting in writing. Attendance by a Director at any meeting of the Executive Board will constitute a waiver of notice. If all the Directors are present at any meeting, no notice will be required and any business may be transacted as such meeting.

Section 2.12 - Quorum of Directors. At all meetings of the Executive Board, a majority of the Directors will constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present will constitute the decision of the meeting. If, at any meeting, there will be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 2.13 - Fidelity Bonds. To the extent reasonably available, the Executive Board will obtain adequate fidelity bonds for all officers, employees and agents of the Association handling or responsible for Association funds. The premiums on the bonds are a Common Expense.

Section 2.14 - Compensation. A Director may receive compensation from the Association for acting as such as may be set by a resolution of the Unit Owners, and may receive a reasonable reimbursement for necessary expenses actually incurred in connection with such Director's duties. Directors acting as officers or employees may be compensated for such duties.

Section 2.15 - Consent to Corporate Action. If all the Directors or all members of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Directors or committee constitutes a quorum for such action, such action will be a valid corporate action as though it had been authorized at a meeting of the Executive Board or the committee, as the case may be. The Secretary will file such consents with the minutes of the meetings of the Executive Board.

### ARTICLE III

#### Unit Owners

Section 3.1 - Annual Meeting. Annual meetings will be held in December at such time as the Executive Board may designate. At such meeting, the Directors will be elected by ballot of the Unit Owners, in accordance with the provisions of Article II. The Unit Owners may transact such other business at such meetings as may properly come before them.

Section 3.2 - Budget Meeting. Meetings to consider the proposed budget will be called in accordance with Section 19.4 of the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

Section 3.3 - Place of Meetings. Meetings of the Unit Owners will be held at such suitable place convenient to the Unit Owners as may be designated by the Executive Board or the President.

Section 3.4 - Special Meetings. Special meetings of the association may be called by the president, a majority of the executive board, or by unit owners having twenty percent...of the votes in the association.

Section 3.5 - Notice of Meetings. Except for budget meetings which will be noticed not less than fourteen nor more than thirty days after mailing of the summary, not less than ten nor more than sixty days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each unit or to any other mailing address designated in writing by the unit owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration or bylaws, any budget changes and any proposal to remove an officer or member of the executive board. No action will be adopted at a meeting except as stated in the notice.

Section 3.6 - Waiver of Notice. Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing, and such notice will be deemed equivalent to the giving of such notice. Attendance at a meeting will be a waiver of notice.

Section 3.7 - Adjournment of Meeting. At any meeting of Unit Owners, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting at another time.

Section 3.8 - Order of Business. The order of business at all meetings of the Unit Owners will be as follows:

- (a) Roll call (or check in procedure);
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports;
- (e) Establish number and term of membership of the Executive Board (if required and noticed);
- (f) Election of inspectors of election (when required);

- (g) Election of members of the Executive Board (when required);
- (h) Ratification of budget (if required);
- (i) Unfinished business;
- (j) New business.

Section 3.9 - Voting.

- (a) If only one of several owners of a unit is present at a meeting of the association, that owner is entitled to cast all the votes allocated to that unit. If more than one of the owners are present, the votes allocated to that unit may be cast only in accordance with the agreement of a majority agreement if any one of the owners casts the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the unit.
- (b) Votes allocated to a unit may be cast pursuant to a proxy duly executed by a unit owner. If a unit is owned by more than one person, each owner of the unit may vote or register protest to the casting of votes by the other owners of the unit through a duly executed proxy. A unit owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.
- (c) The Vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the Executive Board or Bylaws of the owning corporation or business trust. The Vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified so to vote.
- (d) No votes allocated to a unit owned by the association may be cast.

Section 3.10 - Quorum. Except as otherwise provided in these Bylaws, the Unit Owners present in person or by proxy, at any meeting of Unit Owners will constitute a quorum at all meetings of the Unit Owners.

Section 3.11 - Majority Vote. The Vote of a Majority of the Unit Owners present in person or by proxy at a meeting at which a quorum will be present will be binding upon



all Unit Owners for all purposes, except where a higher percentage Vote is required in the Declaration, these Bylaws or by law.

#### ARTICLE IV

##### Officers

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

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

Section 4.3 - Removal of Officers. Upon the affirmative Vote of a majority of the members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Executive Board, or at any special meeting of the Executive Board called for that purpose.

Section 4.4 - President. The president will be the chief executive officer of the Association. He or she will preside at all meetings of the Unit Owners and of the Executive Board. He or she will have all of the general powers and duties which are incident to the office of president of a nonstick corporation organized under the laws of the State of Connecticut, including but not limited to the power to appoint members of committees from among the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. He or she may fulfill the role of treasurer in the absence of the treasurer. The president may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization by the approval of the particular amendment as applicable.

Section 4.5 - Vice President. The vice president if elected, will take the place of the president and perform his or her duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Executive Board will appoint some other member of the Executive Board to act in the place of the president, on an interim basis. The vice president will also perform such other duties as may be imposed upon him or her by the Executive Board or by the president.

Section 4.6 - Secretary. The secretary will keep the minutes of all meetings of the Unit Owners and the Executive Board; he or she will have charge of such books and papers as the Executive Board may direct; and he or she will, in general, perform all the duties incident to the office of secretary of a nonstick corporation organized under the laws of the State of Connecticut. The secretary may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization by the approval of the particular amendment as applicable.

Section 4.7 - Treasurer. The treasurer will have the responsibility for Association funds and securities and will be responsible for keeping full and accurate financial records, books of account showing all receipts and disbursements, and balance sheets, and for the preparation of all required financial data. He or she will be responsible for the deposit of all moneys and other valuable effects in such depositories as may from time to time be designated by the Executive Board, and he or she will, in general, perform all the duties incident to the office of treasurer of a nonstick corporation organized under the laws of the State of Connecticut. He or she may endorse on behalf of the Association for collection only, moneys in the name of and to the credit of the Association in such banks as the Executive Board may designate. He or she may have custody of and will have the power to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. He or she will see that the annual federal returns and state tax returns, if required, as timely filed, and appropriate tax payment are made.

Section 4.8 - Agreements, Contracts, Deeds, Checks, etc. Except as provided in Section 4.4, 4.6, 4.7 and 4.10 of these Bylaws and Section 27.6 of the Declaration, all agreements, contracts, deeds, leases, checks and other instruments of the Association will be executed by any officer of the Association or by such other person or persons as may be designated by the Executive Board.

Section 4.9 - Compensation. The Executive Board may provide for compensation of officers of the Association, and officers will receive reimbursement for necessary expenses.

Section 4.10 - Resale Certificates and Statements of Unpaid Assessments. The treasurer, assistant treasurer, or Manager employed by the Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with Section 47-270 of the Act and statements unpaid assessments in accordance with Section 47-258(h) of the Act:

The Association may charge a reasonable fee for preparing resale certificates and statements of unpaid assessments, which will be received prior to issuance of the certificate. The amount of this fee will be established by resolution of the Executive Board. The Association may refuse to furnish resale certificates and statement of unpaid assessments until the fee is paid. Any unpaid fees will be assessed as a Common Expense against the Unit for which the certificate or statement is furnished.

ARTICLE V

Enforcement

Section 5.1 - Abatement and Enjoinment of Violations by Unit Owners. The violation of any of the Rules adopted by the Executive Board or the breach of any provision of the Instruments, will give the Executive Board the right, subject to Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

- (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 contrary to the intent and meaning of the provisions of the Documents, and the Executive Board will not thereby be deemed liable for any manner of trespass because of such entry; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 5.2 - Fine for violation. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to \$25 per day for each day that a violation of the Instruments or Rules persists after such Notice and Hearing, but the amount will not exceed that amount necessary to insure compliance with the rule or order of the Executive Board.

Section 5.3 - Additional Common Expense for Misconduct. If misconduct of a Unit Owner causes an additional Common Expense, the association may, after notice and hearing, assess that expense exclusively against his unit.

ARTICLE VI

Indemnification

The members of the Executive Board and officers of the Association will have the liabilities, and be entitled to indemnification, as provided in Sections 33-455 and 33-454a of Chapter 600 of the Connecticut General Statutes (the provisions of which are hereby incorporated by reference and made a part hereof).

ARTICLE VII

## Records

Section 7.1 - Records and Audits. The Association will maintain accounting records. The financial records will be maintained and audited in accordance with Article XVIII of the Declaration. The cost of the audit, if any will be a Common Expense unless otherwise provided in the Documents.

Section 7.2 - Examination. All records maintained by the Association or by the Manager will be available for examination and copying by an Unit Owner, by any holder of a Security Interest in a Unit, or by any of their duly authorize agents of attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

Section 7.3 - Records. The Association will keep financial records sufficiently detained to enable the Association to comply with Section 47-270 of the Act and as follows:

- (a) An account for each Unit which will designate the name and address of each Unit Owner, the amount of each Common Expense assessment, the dates on which the assessment comes due, the amounts paid on the account, and the balance due.
- (b) An account for each Unit Owner showing any other fees payable by each Unit Owner.
- (c) A record of any capital expenditures anticipated by the Association for the current and next succeeding fiscal year.
- (d) A record of the amount, and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs.
- (e) The current operating budget adopted pursuant to Subsection 47-257(A) of the Act and ratified pursuant to the procedures of Subsection 47-245(c).
- (f) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant.
- (g) A record of insurance coverage provided for the benefit of Unit Owners.
- (h) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements.
- (i) Pursuant to the Non-Stock Corporation Act, annually the Association will prepare a balance sheet showing the financial condition of the corporation as of a date not more than four (4) months prior thereto and a statement of receipts and disbursements for the twelve (12) months prior to that date. The

balance sheet and statement will be kept for at least ten years from such date in the principal office of the Association.

- (j) Tax returns for state and federal income taxation.
- (k) Minutes of proceedings of incorporators, Directors, and committees of Directors and waivers of notice.

Section 7.4 - Form Resale Certificate. The Executive Board will adopt a form resale certificate to satisfy the requirement of Section 47-270 of the Act.

Section 7.5 - Declarant's Financial Statements. During the period of Declarant control, the declarant shall, at least every six months, provide the unit owners with a current financial statement of the association. The statement shall be on a cash basis, and need not be audited by an independent accountant. It will include, without limitation, (1) all income and expenses of the calendar year to date; (2) all account payable and receivable, including the ages of those accounts and showing all sums due to and from the declarant and affiliates of the declarant; (3) the amount of any funded replacement reserves; and (4) the balance of any other funds of the association.

## ARTICLE VIII

### Miscellaneous

Section 8.1 - Notices. All notices to the Association or the Executive Board will be delivered to the office of the Manager, or if there is no Manager, to the office of the Association, or to such other address as the Executive Board may hereafter designate from time to time, by notice in writing to all Unit Owners and to all mortgagees of Units. Except as otherwise provided, all notices to any Unit Owner will be sent to his or her address as it appears in the records of the Association. All notices to mortgagees of Units will be sent, except where a different manner of notice is specified elsewhere in the Instruments, by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Executive Board. All notices will be deemed to have been given when mailed except notices of changes of address which will be deemed to have been given when received.

Section 8.2 - Fiscal Year. The Executive Board will establish the fiscal year of the Association.

Section 8.3 - Waiver. No restriction, condition, obligation, or provision contained in these Bylaws will be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 8.4 - Office. The principal office of the Association will be on the Property or at such other place as the Executive Board may from time to time designate.

Section 8.5 - Amendments to Bylaws. The Bylaws may be amended only pursuant to the provisions of Article XVI of the Declaration.

Certified to be the Bylaws adopted by consent of the incorporator(s) of The Common at Sinnott Farm, Inc., dated \_\_\_\_\_, 1988

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Gary R. Schwartz.  
Incorporator

SCHEDULE B-1

INCORPORATION DOCUMENTS

CERTIFICATE OF INCORPORATION

( A NONSTOCK CORPORATION)

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

1. The name of the corporation is : THE COMMON AT SINNOT FARM, INC.
2. The nature of the activities to be conducted or the purposes to be promoted or carried out by the corporation, are as follows:

(a) To operate the Common Interest Community known as The Common at Sinnott Farm, located in Bloomfield, Connecticut in accordance with the requirements for an Association of Unit Owners charged with the administration of Property under the Common Interest Ownership Act, as amended to apply to this Common Interest Community, of the General Statutes of the State of Connecticut, including, without limiting the generality of the foregoing, the performance of the following acts and services on a not-for-profit basis:

(i) The acquisition, construction, management, supervision, care, operation, maintenance, renewal and protection of all buildings, structures, grounds, roadways and other facilities and installations and appurtenances thereto relating to the Property of the Common Interest Community; to provide maintenance for the garbage and trash collection; to provide security protection; to maintain lands or trees; to supplement municipal services; to enforce any and all covenants, restrictions and agreements applicable to the Common Interest Community; and, insofar as permitted by law, to do any other thing that, in the opinion of the Executive Board, will promote the common benefit and enjoyment of the residents of the Common Interest Community.

(ii) The preparation of estimates and budgets of the costs and expenses of rendering such services and performing, or contracting or entering into agreements for such performance, as provided for in or contemplated by this Article 2, and the apportionment of such estimated costs and expenses among and

the collection thereof from the Unit Owners obligated to assume or bear the same, and the borrowing of money for its purposes, pledging as security the income due from Unit Owners and from others and Property of the corporation, and the Common Elements of the Common Interest Community.

(iii) Enforcing on behalf of said Unit Owners, such Rules as may be made or promulgated by the Executive Board with respect to the safe occupancy, reasonable use and enjoyment of the buildings, structures grounds and facilities of the Common Interest Community, and to enforce compliance therewith including the levy of fines.

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

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

(c) To do and perform or cause to be performed all such other acts and services that may be necessary, suitable or incidental to any of the foregoing purposes and objects to the fullest extent permitted by law and to acquire, sell mortgage, lease or encumber any real or personal property for the purposes aforesaid.

(d) To promote the health, safety, welfare, and common benefit of the residents of the Common Interest Community.

(e) To do any and all acts and things permitted to a Common Interest Community Association under the Common Interest Ownership Act, the Declaration, the Bylaws, and to a nonstock corporation under the laws of the State of Connecticut.

Notwithstanding the foregoing, no part of the net earnings of the corporation inures to the benefit of any member (other than by acquiring, constructing or providing management, maintenance and care of Association Property and other than by a rebate of excess membership dues, fees or assessments).

One or more of the activities to be conducted or the duties of the corporation may be delegated to a municipal or quasi-municipal corporate body upon such body's agreement to accept and assume such duties, and the assignment is pursuant to the documents of the Common Interest Community.

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



3. The class, rights and qualifications and the manner of election or appointment of members are as follows: Any person who holds title to a Unit in the Common Interest Community will be a member of the corporation. There will be one membership for each Unit owned within the Common Interest Community. Such membership will be automatically transferred upon the conveyance of such Unit. Voting will be one Vote per Unit. If a Unit is owned by more than one person, such persons will agree among themselves how a Vote for such Unit's membership is to be cast. Individual co-owners may not cast fractional Votes. A Vote by a co-owner for the entire Unit's membership interest will be deemed to be pursuant to a valid proxy, unless another co-owner of the same Unit objects at the time the Vote is cast, in which case such membership's Vote will not be counted.

Notwithstanding the foregoing, the Declarant of the Common Interest Community will have such additional rights and qualifications as may be provided under the Common Interest Ownership Act and the Declaration of Common Interest Community, and including the right to appoint members of the Executive Board as follows: The Declaration provides that during the period of Declarant control the Declarant, or persons designated by him, may appoint and remove the officers and members of the Executive Board. The period of declarant control terminates no later than the earlier of: (1) Sixty days after conveyance of sixty percent of the units that may be created to unit owners other than a declarant; (2) two years after all declarants have ceases to offer units for sale in the ordinary course of business; or (3) two years after any right to add new units was last exercised. The declarant may voluntarily surrender the right to appoint and remove officers and members of the executive board before termination of that period, but in that event the declarant may require, for the duration of the period of declarant control, as described in a recorded instrument executed by the declarant, be approved by the declarant before they become effective.

Not later than sixty days after conveyance of one-third of the units that may be created to unit owners other than the declarant, at least one member and not less than one-third of the members of the executive board shall be elected by unit owners other than the declarant.

Except as otherwise provided above, not later than the termination of any period of Declarant control, the Unit Owners will elect an Executive Board of at least five members, at least a majority of whom will be Unit Owners. The Executive Board will elect the officers. The Executive Board members and officers will take office upon election.

Notwithstanding any provision of the declaration or bylaws to the contrary, the unit owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the unit owners at which a quorum is present, may remove any member of the executive board with or without cause, other than a member appointed by the declarant.

Mortgagees of Units may have or be granted certain rights of approval or disapproval of certain actions of the corporation or its members.

4. The corporation will exist perpetually.

Dated at Farmington, Connecticut this \_\_\_ day of \_\_\_\_\_, 1988.

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

\_\_\_\_\_  
Gary R. Schwartz  
Incorporator

State of Connecticut  
Filed

Secretary of the State

By \_\_\_\_\_

THE COMMON AT SINNOTT FARM  
PUBLIC OFFERING STATEMENT  
Schedule B-2

Incorporator's Organization Consent

The undersigned, the incorporator of THE COMMON AT SINNOTT FARM, INC., a Corporation to be formed under the laws of the State of Connecticut, by signing below pursuant to the provisions of Section 33-431 of the Connecticut Nonstock Corporation Act, hereby takes and consents to the taking of any action necessary to the organization and incorporation of THE COMMON AT SINNOTT FARM, INC. and specifically adopts and consents to the following resolutions and actions:

RESOLVED: That a nonstock corporation be formed under the laws of the State of Connecticut, and be know as the THE COMMON AT SINNOTT FARM, INC. and that a Certificate of Incorporation executed by the incorporator as provided by law be filed in the office of the Secretary of the State. A copy of the Certificate of Incorporation of the Corporation is ordered to be filed with the minutes of this Corporation; and

RESOLVED: That the appropriate taxes and fees for the Corporation be paid to the Secretary of the State; and

RESOLVED: That Gary R Schwartz of 107 Foxcroft Road, West Hartford, Connecticut be appointed statutory agent for service of process for the Corporation and that a Certificated of such appointment executed by the incorporator as provided by law be filed in the office of the Secretary of the State. A copy of said Certificate is ordered to be filed with the minutes of the Corporation; and

RESOLVED: That the first Executive Board will be appointed by the Declarant and will consist of three (3) members who will serve at the will of the Declarant but whose terms will be renewed annually or when

their successors are appointed. The Executive Board elected following termination of Declarant Control will have three (3) members whose memberships will be divided into three (3) years, one (1) member to serve for a period of three (3) years, one (1) member to serve for a period of two (2) years, and one (1) member to serve for a period of one (1) year and in each case until their successors have been elected. At the expiration of the initial terms of office of these members, their successors will be elected to serve for terms of three (3) years and until their successors have been elected. At such time as Directors are to be elected from among the Unit Owners pursuant to the Bylaws, the members with the longest remaining term will be replaced first.

RESOLVED: That Robert Z. Shakin, John D. Garrison, Jr. and Gary R. Schwartz will be the members of the Executive Board of the Corporation (as appointees of the Declarant) to hold the office respectively for one (1) year, two (2) years and/or until their successors are chosen by the Declarant pursuant to the Bylaws.

RESOLVED: That Bylaws for the regulation of the affairs of the Corporation be and the same are hereby adopted and that a copy of said Bylaws is ordered to be filed with the minutes of the Corporation.

This document, which constitutes the minutes of the Organization Meeting of this Corporation held on this day, is dated at Farmington, Connecticut, this \_\_\_\_ day of \_\_\_\_, 1988.

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Gary R. Schwartz  
Incorporator

SCHEDULE B-3

THE COMMON AT SINNOTT FARM  
PUBLIC OFFERING STATEMENT

Consent of Members of the Executive Board  
to Actions in Lieu  
of First Meeting of the Executive Board

The undersigned, being all the members of the Executive Board of THE COMMON AT SINNOTT FARM, INC., do by signing their names below consent to the actions, hereinafter set forth, taken or to be taken by THE COMMON AT SINNOTT FARM, INC., and do hereby direct the Secretary to file this Consent with the minutes of said Corporation.

- RESOLVED: That Robert Z. Shakin is appointed and elected President and Treasurer of the Corporation.
- RESOLVED: That Gary R. Schwartz is appointed and elected Vice President of the Corporation.
- RESOLVED: That John D. Garrison Jr. is appointed and elected Secretary of the Corporation.
- RESOLVED: That agent for service of the Corporation will be Gary R. Schwartz, Esq.
- RESOLVED: That a checking account be opened and maintained in the name of this Corporation with Connecticut National Bank, and that the Treasurer is authorized, on behalf of this Corporation and in its name: to sign checks, drafts, notes, bills of exchange, acceptances, or other orders for the payment of money from said account; to endorse checks, notes, bills certificates of deposit, or other instruments, owned or held by this Corporation, for deposit in said Bank; to accept drafts, acceptances, and other instruments payable as said Bank; to waive demand, protest, and notice of protest, or dishonor of any check, note, bill draft, or

other instrument made drawn or endorsed by this Corporation.

- RESOLVED: That the members of the Board of Directors, acting through the President are hereby designated as trustee ("Trustee") under the Declaration and that the President is authorized to execute and tender to said Trustees the Insurance/Condemnation Trust Agreement attached. In addition, the President and Treasurer will be directed to disburse the funds necessary for setting up the trust and continuing it in operation and the President may execute any documents on their behalf if duly authorized.
- RESOLVED: That The Roberts Insurance Agency, Inc. of Bloomfield, Connecticut is designated as the insurance agency for the Corporation, and that the Present is authorized to obtain from said agency such insurance and fidelity bonds as are required by the Bylaws.
- RESOLVED: That Coopers & Lybrand of Hartford, Connecticut is hereby designated as the accountant for the Corporation.
- RESOLVED: There is no general counsel to the Corporation. Until the corporation selects counsel, special matters on a case-by-case basis will be referred to counsel for the Declarant, who will act under the Declarant's control. Special counsel for the Declarant presently is John D. Garrison, Jr., Esq. of Farmington, Connecticut. John D. Garrison, Jr., Esq. is counsel for the Declarant, and is expected to direct his loyalties principally toward the Declarant.
- RESOLVED: That the President of the Corporation, and in his absence the Treasurer, designate committees to hold hearings on enforcement and collection matters.
- RESOLVED: That the fiscal year of the Corporation will be the calendar year.
- RESOLVED: That the Secretary be authorized and directed to maintain a roll book of the names of owners and mortgagees.
- RESOLVED: That until the first day of the month in which the first Unit is sold by the Declarant or in which a Unit Owner other than the Declarant occupies a Unit, the budget of the Association will be on a monthly basis, and for each month will be equal to the Common Expenses paid during such

month. The total Common Charges for each month will be equal to the Common Expenses paid during the preceding month.

RESOLVED: That commencing on the first day of the month in which the first Unit is sold by the Declarant or in which a Unit Owner other than the Declarant occupies a Unit, the budget and Common Expense assessment as set forth in the Public Offering Statement of the Common Interest Community are adopted. Thereafter Common Expenses are payable quarterly, and will be due in installments on the first of the month in advance. Default in the payment of a quarterly installment permits the Association to accelerate the remainder of the annual assessment.

RESOLVED: That the Executive Board adopts and accepts the terms and conditions, restrictions, covenants and obligations contained in the Declaration, and the encumbrances and easements as shown in the Public Offering Statement.

RESOLVED: That the Executive Board hereby adopts the Rules set forth as Exhibit C to the Public Offering Statement.

RESOLVED: That Community Management Associates, Inc. is designated as Interim Manager, and the President is directed to execute the contract attached, and as appears as Exhibit E to the Public Offering Statement.

RESOLVED: That the service and maintenance policy standards appearing as Schedule E-1 to the Public Offering Statement are adopted as a policy of the Association.

RESOLVED: That the Association, acting by any officer, enter into an agreement with Peter Stich Associates, Inc., the Declarant, concerning the payment of expenses attributable to all times prior to the date of the Declaration.

RESOLVED: That except for late payment, fines for violations of the restrictions in the Declaration, Bylaws or Rules will be set at \$100 per violation, with each day that a violation continues considered a separate violation. The Executive Board may set the fine at a lower amount, if following the hearing, ameliorating circumstances are accepted by the Board. Parking fines are set at \$25 with each day that violation continues being a separate violation.

RESOLVED: Pursuant to Section 2.2(1) and 5.2 of the Bylaws interest on delinquent Common Expense Assessments is hereby set at 18% per annum. A late charge in the amount of \$25 will be assessed as a Common Expense assessment against any Unit Owner who fails to pay charges within 10 days of the date when payable. However, a late charge may not be assessed for late payment of late charges.

RESOLVED: Any duly elected officer and any designated employee of the manager of the Association is hereby authorized to execute a Certificate of Status of Common Charges and a Resale Certificate, pursuant to the Bylaws, provided he has examined the books of account of the Corporation with respect to the particular Unit designated therein. The form resale certificate appended to these minutes is adopted as the form for the Common Interest Community. A charge of \$50 may be made for the preparation and delivery of such certificate which may be retained by the Manager

Dated at Farmington, Connecticut, this \_\_\_\_ day of \_\_\_\_\_, 1988.

\_\_\_\_\_  
Robert Z. Shakin

\_\_\_\_\_  
John D. Garrison, Jr.

\_\_\_\_\_  
Gary R. Schwartz



Consent of All Unit Owners  
in lieu of a regular meeting

Pursuant to Section 47-245 of the Common Interest Ownership Act, the budget adopted by the Executive Board in the above minutes is hereby ratified as of the date of the Declaration and notice is hereby waived.

Date \_\_\_\_\_, 1988

All the Unit Owners

PETER STICH ASSOCIATES, INC.

By \_\_\_\_\_  
Peter Stich  
its president

SCHEDULE B-4  
COMMON INTEREST COMMUNITY  
RESALE DOCUMENTS AND CERTIFICATE  
THE COMMON AT SINNOT FARM

Pursuant to Section 47-270 of the Common Interest Ownership Act, Connecticut General Statutes - Public Act 83-474, as revises by Public Act 84-472.

The Common at Sinnott Farm, Inc. ("Association")

Mailing address of Community: 819 Farmington Avenue  
Farmington, CT 06032

Re: Unit No. \_\_\_\_\_  
Address of Unit \_\_\_\_\_

Name of Unit Owner \_\_\_\_\_

The undersigned \_\_\_\_\_, being duly authorized by the Association, hereby certifies that as of the \_\_\_\_ day of \_\_\_\_\_, 19\_\_, the following statements accurately to the best of my knowledge and belief, reflect the state of the records of the Association.

Check one -

- 1. The only right of first refusal and restraint on free alienability of a Unit in the Community are as follows:

A Unit may not be conveyed pursuant to a time-sharing plan as defined under Chapter 734b of the Connecticut General Statutes. A Unit may not be leased for a term of less than 60 days. All leases and rental agreements must be in writing and subject to the requirements of the Instruments and the Association.

2. The amount of the current quarterly Common Expense assessment which includes general charges and regularly budgeted special charges allocated to the residential area is as follows:

\$ \_\_\_\_\_ per quarter.

These charges include:

Other charges in the amount of \$ \_\_\_\_\_ per quarter or \_\_\_\_\_ may be due in proportion to usage or special services.

The amount of unpaid Common Expenses currently due and payable as of this date for this Unit is \$ \_\_\_\_\_.

Common Expenses are payable quarterly, and will be due in installments on the first of the quarter in advance. Default in the payment of a quarterly installment permits the Association to accelerate the remainder of the annual assessment. There is a late charge of \$25 for any installment paid after ten (10) days from when due, and interest at 18% per annum will be charged on any late payment.

Anticipated common charges and regular budgeted special charges due \_\_\_\_\_ will be \$ \_\_\_\_\_. If payment is not received by that date, they will be due.

The amount of special assessments for capital replacements or improvement currently due and payable from the Unit Owners is \$ \_\_\_\_\_. It consists of (check one) \_\_\_\_\_ capital assessments, \_\_\_\_\_ assessments for special charges.

3. Other fees payable by the Unit Owner are currently \$ \_\_\_\_\_. Additional fees may become payable when due. These fees are for \_\_\_\_\_.
4. Capital expenditures in excess of \$1000, approved by the Executive Board for the current and next fiscal year are:

<u>Item</u>	<u>Date Anticipated</u>	<u>Amount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Current amount of reserves for capital expenditures:  
\$ \_\_\_\_\_ as of (date) \_\_\_\_\_

6. The current operating budget for the Association is included as Exhibit F of the Public Offering Statement a copy of which is attached.
7. Unsatisfied judgments and pending suits against the Association are as follows: \_\_\_\_\_.
8. Insurance coverage provided for the benefit of Unit Owners:

The following statement was provided by the Roberts Insurance Agency, Inc., Bloomfield, Connecticut:

"In accordance with Public Act 83-474 (the Common Interest Ownership Act) Section 47-270(a), the following is a statement of the insurance coverage provided for the benefit of Unit Owners. Additionally, there are some suggestions which you may wish to take into consideration when purchasing a Unit."

"The Association has obtained a master insurance policy from Transamerica Insurance Company. The effective date of the coverage is the date of the Declaration and expires one year from that date."

HAZARD - The policy is written on a blanket "all risk" basis with "replacement cost coverage". Total coverage for certain improvements is \$20,000. The following is an explanation of these terms in this policy:

1. Coverage - The policy covers only the Common Property which include the structures in the open space. At the time of this policy, a drainage structure and grate, landscaping, plantings, and any signs and mailboxes with posts located within the Common Property are covered.

2. Co-insurance - There is a 100% co-insurance (an obligation to contribute for any loss if the Association is underinsured) in the event of loss. There is a 4250 deductible per occurrence.

3. Replacement Cost - Losses are adjusted without depreciation.

4. All Risk - The master policy covers all normal risks of loss. Even though it is "all risk" coverage, some common exclusions are listed below:

- Damage caused by earthquake and flood
- Wear, tear and gradual deterioration
- Freezing, dampness of atmosphere and extremes of temperature

A complete list of the exclusions can be found in the policies which are on file with the Board of Directors, or its designee.

In addition to the Hazard coverages listed above, the master policy provides the following coverages for the Association:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury and Property Damage Liability - \$1,000,000 each occurrence  
combined single limit per occurrence                      \$2,000,000 aggregate

Personal Injury Liability - \$1,000,000 aggregate

Fire Damage Legal Liability - \$50,000

Medical Payment \$1,000 per person  
\$2,000,000 per accident

Non-owned Auto \$1,000,000 single limit.

This policy contains a limit of liability of bodily injury and property damage combines, covering the common property. We are not providing liability coverage for that portion of the premises which is reserved for a lot owner's exclusive use and occupancy.

Fidelity Coverage - None at this date.

Directors and Officers Liability - None at this date.

9. There are no restrictions in the Declaration affecting the amount that may be received by a Unit Owner on sale, condemnation, casualty loss, or termination.

10. This is not a cooperative.

The documents accompanying this certificate are certified to be current and to include all amendments:

- 1) Declaration dated \_\_\_\_\_, 198\_ with the current amendments, the most recent date \_\_\_\_\_. See Exhibit A.
- 2) Bylaws of the Association dated \_\_\_\_\_, 198\_ with the current amendments, the most recent dated \_\_\_\_\_. See Exhibit B.
- 3) The current Rules and Regulations of the Association. See Exhibit C.
- 4) Current Operating Budget. See Exhibit F.

The fee for preparation of this Certificate and the other materials attached is \$50.00. Receipt of which, together with a written request therefore, dated \_\_\_\_\_ is hereby acknowledged.

Certified:

Association

THE COMMON AT SINNOTT FARM, INC.

By \_\_\_\_\_

Its \_\_\_\_\_

duly authorized

PUBLIC OFFERING STATEMENT  
THE COMMON AT SINNOTT FARM  
EXHIBIT C

RULES  
OF  
THE COMMON AT SINNOTT FARM, INC.

RULES OF  
THE COMMON AT SINNOTT FARM, INC.

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EXHIBIT C

THE COMMON AT SINNOTT FARM, INC.

INITIAL RULES

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

The following Rules apply to Units and the use of the Common Elements.

ARTICLE I

USE OF UNITS AFFECTING COMMON ELEMENTS

Section 1.1. Occupancy Restrictions. Use of Units is limited to the construction of a dwelling for occupancy by single families. Garages are limited to the storage of vehicles and accessory storage, both as defined in the Declaration.

Section 1.2. No Commercial Use. Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, will be conducted, maintained or permitted on any part of the Common Interest Community, nor will any signs, window displays or advertising except for a name plate or sign not exceeding 4 square inches in area, on the main door of the dwelling on the Unit be maintained or permitted on any part of the Common Interest Community or any Unit, nor will any Unit be used or rented for transient, hotel or motel purposes. "For Sale" signs not exceeding five square feet in area may be posted.

Section 1.3. Electrical Devices or Fixtures. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited; any damage resulting from such misuse will be the responsibility of the Unit Owner on whose Unit it will have been caused. Total electrical usage in any Unit will not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

Section 1.4. Trash. No storage of trash will be permitted on or outside any Unit in such manner as to permit the spread or encouragement of fire or vermin.

Section 1.5. Cleanliness. Each Unit Owner will keep his Unit in a good state of preservation and cleanliness.

ARTICLE II  
USE OF COMMON ELEMENTS

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

Section 2.2. Trash. No garbage can or trash barrels will be placed outside the Units except at pickup areas pursuant to Article V of this document. No accumulation of rubbish, debris or unsightly materials will be permitted in Common Elements, except in designated trash storage containers.

Section 2.3. Storage. Storage of material in Common Elements or other areas designated by the Executive Board.

Section 2.4. Proper Use. Common Elements will be used only for the purposes for which they were designed. No Person will commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisance, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by all others.

Section 2.5. Trucks and Commercial Vehicles. Except for vehicles used by the Declarant, trucks, motor homes and commercial vehicles of a capacity of over one ton and having more than four wheels are prohibited in the community, except for temporary loading and unloading, or as may be designated by the Executive Board.

Section 2.6. Additions to, Appurtenances to, and Appearance of Buildings. No appurtenant alterations, additions or improvements may be made without prior consent of the Executive Board or such committee established by the Executive Board pursuant to the Declaration.

ARTICLE III  
ACTIONS OF OWNERS AND OCCUPANTS

Section 3.1. Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity will be carried on in any Unit or the Common Elements, nor will anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant will make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licenses, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant will play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set or radio at such high volume

or in such other manner that it will cause unreasonable disturbances to other Unit Owners or occupants.

Section 3.2. Compliance With Law. No immoral, improper, offensive or unlawful use may be made of the Common Interest Community, and Unit Owners will comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations of the Town of Bloomfield and will save the Association or other Unit Owners harmless from all fines, penalties cost and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3. Pets. No animals, birds or reptiles of any kind will be raised, bred, or kept in the Common Interest Community or brought on the Common Elements, except for: no more than one dog of less than 20 inches in height at the shoulder at maturity and of gentle disposition; no more than two cats, usual domestic birds and fish in cages or tanks, or other household pets, approved and licensed by the Executive Board or the Manager as to compatibility with the Community. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise will be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. In no event will any dog be permitted in any portion of the Common Elements unless carried or on a leash; no dogs will be curbed in any courtyard or close to any patio, except in street or special areas designated by the Executive Board. The owner will compensate any person hurt or bitten by any dog, and will hold the Association harmless from any claim resulting from any action of his pet whatsoever. Seeing eye dogs will be permitted for those persons holding certificates of blindness and necessity (20/200 in the better eye with correction).

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

Section 3.5. Employees of Management. No Unit Owner will send any employee of the Manager out the Property on any private business of the Unit Owner, nor will any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

#### ARTICLE IV INSURANCE

Section 4.1. Increase in Rating. Nothing will done or kept which will increase the rate of insurance of the common elements without the prior consent of the Executive Board. No Unit Owner will permit anything to be done or kept in the Common Interest Community which result in the cancellation of insurance coverage on any of the common elements or which would be in violation of any law.

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

Section 4.3. Reports of Damage. Damage by fire or accident affecting the Common Interest Community, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the Manager or a member of the Common Interest Community by any person having knowledge thereof.

#### ARTICLE V RUBBISH REMOVAL

Section 5.1. Deposit of Rubbish. Trash pick up locations will be designated by the Manager. Pickup will be from those locations only. Occupants will be responsible for removal of trash from their Units to the pickup locations. Trash is to be deposited in barrels within that location and the area is to be kept neat, clean and free of debris. There shall be no unbarreled bulky waste, Christmas trees, or other waste outside of containers. Long-term storage of rubbish on the Units is forbidden. Trash containers will not be left in the pickup areas more than 12 hours before scheduled pickup, nor more than 12 hours after pickup.

#### ARTICLE VI MOTOR VEHICLES

Section 6.1. Compliance with Law. All persons will comply with Connecticut State Laws and Department of Motor Vehicles regulations on the roads, drives and Properties.

Section 6.2. Limitations on Use. Trucks, commercial vehicles, trailers and boats may not be parked on Common Elements, and are prohibited on Units except if parked in garages and except for temporary loading and unloading. Special permission may be obtained from the Executive Board for small types of such vehicles to be parked. Construction equipment used in the actual repair, construction or maintenance of the Common Interest Community will not be so restricted.

Section 6.3. Speed Limit. The speed limit on the private roads is 15 miles per hour.

Section 6.4. Snowmobiles, Off Road and Unlicensed or Immobile Vehicles. Snowmobiles, off road vehicles including trail bikes, jeeps and other four-wheel drive vehicles not used in maintenance are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the Property. Except for other motor assisted bicycles and wheel chairs as permitted by State law, all highway vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the State. Except for temporary repairs not involving immobility in excess of 10 hours, highway vehicles will not be disassembled, repaired, rebuilt, painted or constructed

outside of garages on the premises. No vehicles, other than maintenance vehicles, may travel on the Property except on paved roadways and parking areas.

Section 6.5. No Parking Areas. Vehicles may not be parked in such a manner as to block access to fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles on roads and drives. Violators will be towed, after reasonable efforts to contact the person or host to whom the vehicle is registered. In addition, the person or host to whom the vehicle is registered, following Notice and Hearing may be levied a \$25 per day fine for the period that the vehicle violated these Rules, unless at such hearing good and valid reasons are given for such violation. Cost of towing may be collected as a Common Expense.

Section 6.6. Trucks, Vans, Trailers and Commercial Vehicles Limited. The following types of vehicles are prohibited in the drives except for temporary loading or unloading for a period in excess of 8 hours, following which the vehicle must be removed from the Property for at least 16 hours: Commercial vehicles (carrying a sign advertising a business); trucks, vans and vehicles having capacity of over one ton; trailers of any kind; and vehicles with more than four single-tired wheels. Construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted during such use.

## ARTICLE VII RIGHTS OF DECLARANT

Section 7.1. The Declarant may make such use of the unsold Units and Common Elements as are permitted under the Special Declarant Rights reserved under Article VIII of the Declaration as may facilitate completion and sale of the Common Interest Community including, but not limited to, maintenance of a sales office, the showing of the Common Elements, the display of signs, the use of vehicles, and storage of materials. Interference with workmen or with buildings under construction is prohibited. Entrance into construction areas or Declarant's restricted areas will be only with representatives of the Declarant.

## ARTICLE VIII GENERAL ADMINISTRATIVE RULES

Section 8.1. Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 8.2. Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners will be made in writing to the Executive Board or an appropriate committee.

ARTICLE IX  
GENERAL RECREATION RULES

Section 9.1. Limited to Occupants and Guests. Except for areas dedicated to the Town or for which agreement for use exist with the Town, passive recreation facilities, open space and woodland within the Common Elements, are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user will hold the Association harmless from damage or claims by virtue of such use.

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

Section 9.3. Reserved Areas. Specific portions of woodland or open space facilities, or specific times of recreational schedules, may be reserved, or priority given, to certain age groups. Such reservations and scheduling will be done by management personnel, and will be effective after notice of the Owners.

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

Section 9.5. Ejectment for Violation. Unit Owners, members, guest and tenants may be summarily ejected from a recreational facility by management personnel in the event of violation of these regulations within a facility, and may be suspended from the use of such facility until the time for Notice and Hearing concerning such violation and thereafter suspended for the period established following such Hearing.

Section 9.6. Proper Use. Recreational facilities will be used for the purposes for which they were designed. Picnic areas, equipment, and surrounding areas will be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used.





**THE COMMON AT SINNOTT FARM  
RULE AND BYLAWS  
DATED: JUNE 1, 2005  
PREAMBLE TO AMENDMENTS**

The Board for the Common at Sinnott Farm authorized the formation of a subcommittee to review and clarify the Rules and Bylaws governing our Common, dated 4/20 and 4/21/1988.

The results of that subcommittee, known as the Bylaws Subcommittee of Sinnott Farm, are reflected herein as amendments.

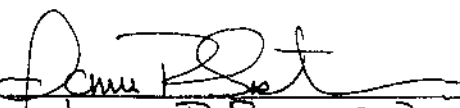
The subcommittee felt, upon its inception, that its task did not include rewriting the entire text of the abovementioned documents, but rather interpreting this rather lengthy and cumbersome text into easily readable amendments.

We found that there were identifiable issues, within our community, that were not adequately or specifically covered within the original Rules and Bylaws.

We found that there was confusion in identifying the responsibilities of the Board to the community, and of the community to the Board.

We found that the Rules and Bylaws were written in a manner that was cumbersome and complicated for either the Board or the individual homeowner to fully comprehend or understand.

Where there is a conflict between an amendment, and the Rules and Bylaws the Rules and Bylaws shall prevail.

APPROVED:   
\_\_\_\_\_  
JAMES R. SOSTMAN  
PRESIDENT

DATED: OCTOBER 13, 2005

For the Bylaws Subcommittee of Sinnott Farms:

*Laurie Sostman*

Laurie Sostman – Chairperson

*October 13, 2005*

Dated

APPROVED:

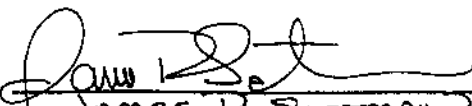
*James R. Sostman*  
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JAMES R. SOSTMAN  
PRESIDENT

DATED: OCTOBER 13, 2005

**THE COMMON AT SINNOT FARM  
RULE AND BYLAWS  
DATED: JUNE 1, 2005  
AMENDMENT A  
TAG SALES**

- SCOPE:** To address deficiencies and confusion in the Rules and Bylaws of The Common at Sinnott Farm, dated 4/20 and 4/21/88.
- PURPOSE:** To address and clarify the rule and bylaw covering the holding of tag sales by the owners within The Common at Sinnott Farm.
- PROPOSED:** Tag sales, held by owners of the Common at Sinnott Farm, will be allowed under the following conditions.
- A. The Board, at its first meeting of each year, will designate two dates, within that year, on which a tag sale may be held. The board will notify each and every homeowner, within the Common at Sinnott Farm, of these dates. Such notification shall occur within 30 days of said determination.
  - B. Tag sales shall be held at the individual home sites within the Common at Sinnott Farm with the stipulation that the homeowner signs a waiver of liability.
  - C. Tag sales shall take place after the formation of a committee whose responsibilities will include: determination of the hours of operation of the tag sale; creation, distribution and collection of a waiver of liability to be signed by the participants; arrangements and directions for parking only on Town of Bloomfield roads; placement and removal of signage. Any costs incurred for signage or advertising will be borne by the participating homeowners and collected by the committee.
  - D. The Subcommittee shall be the arbiter for any disputes or questions that may arise in the development or the conduct of the tag sale.
  - E. Homeowners will be responsible to clean up the tag sale area at the sale's conclusion.
  - F. There will be no restriction on the type of items that can be offered at the tag sale, other than those items a reasonable person may find objectionable or offensive.
  - G. Items put up for sale must be the personal property of the homeowners of The Common at Sinnott Farm.

APPROVED:

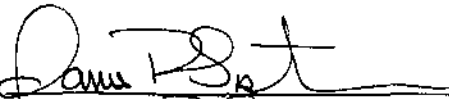
  
James R. Sostman  
PRESIDENT

DATED: October 13, 2005

**OVERVIEW:**

The Bylaws Subcommittee of Sinnott Farms recommends that tag sales be allowed within the boundaries our community. We, as a subcommittee, understand that an event such as a tag sale can and will promote a sense of community. The subcommittee, however, does realize that an event such as this can cause difficulties and negative issues that would adversely affect the community in whole and individual homeowners. Some of these issues are: liability to the community in case of accident, security of the community, excess traffic and noise, and the narrowness of our "private roads" is not conducive to handling excess parking overflows that might occur during a tag sale. We, therefore, feel that a common, structured tag sale twice per year will give any member of our community who wishes to participate the ability to effectively conduct a tag sale without any major encumbrances to those of our community who choose not to participate in the sale.

APPROVED:

  
JAMES R. SOSTMAN  
PRESIDENT

DATED: OCTOBER 13, 2005

**THE COMMON AT SINNOTT FARM  
RULES AND BYLAWS  
DATED: JUNE 1, 2005  
AMENDMENT B  
PARKING RESTRICTIONS**

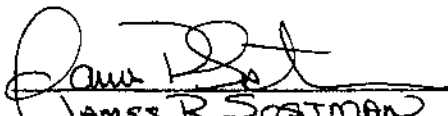
**SCOPE:** To address deficiencies and confusion in the "Rules and Bylaws of the Common at Sinnott Farm," dated 4/20 and 4/21/88.

**PURPOSE:** To address and clarify the rule and bylaw covering vehicle parking restrictions within the Common at Sinnott Farm.

**PROPOSED:** Vehicle parking of the Common at Sinnott Farm will be allowed under the following conditions:

- A. There will be no restrictions on the number of vehicles parked on the driveway of each residence.
- B. All vehicles parked on the driveway must be legally and currently registered to the homeowner, their renter or guest, by a recognized state Motor Vehicle or Canadian provincial Department.
- C. All vehicles, other than those listed in item "d" (below), must be parked on the driveway, or anywhere upon the owner's property must be moveable (not on "blocks"), registered and in working order.
- D. No motorcycle, trail bikes, trucks, commercial vehicles, boats, trailers, campers, off-road, or recreational vehicles or any other motor vehicles other than normal passenger automobiles designed to carry a maximum of 9 (nine) passengers, or motor vehicles used by the Declarant in connection with the construction of improvements on or within the Common Interest Community, shall be parked or stored upon any part of the Common Interest Property unless such vehicle is parked or stored in a garage that fully encloses such vehicle so that such vehicle is not visible from outside the garage. The doors of such garage shall be kept shut except during periods of ingress and egress from such garage.
- E. Overnight on-street parking is not allowed. This restriction applies not only to the homeowner, but to their guests as well. All vehicles must be removed from the street no later than 3:00 a.m. Any towing charges incurred in the violation of this condition shall be the responsibility of the homeowner.

**APPROVED:**

  
\_\_\_\_\_  
JAMES R. SOSTMAN  
PRESIDENT

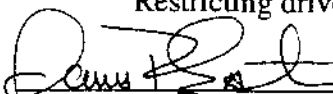
**DATED:** OCTOBER 13, 2005

- F. Special circumstances that may limit access to a homeowner's driveway, such as but not limited to repaving or resurfacing of the blacktop, may require on-street overnight parking. This parking shall be permitted upon application to and approval from the Board.
- G. On-street parking on the "private roads" of the Common at Sinnott Farms, by the owner, renter, or their guests is allowed except under the following restrictions:
  - a. Immediately before, during, and within a reasonable time after a winter storm.
  - b. Vehicles must be removed prior to the 3:00 a.m. parking curfew.
  - c. All vehicles shall be parked no closer than three feet from another homeowner's driveway or fire hydrants.
  - d. Concurrent parking on both sides of the "private streets" is permitted only for emergency or fire vehicles.
  - e. All on-street parking shall not, in any way, interfere with the free movement of traffic on the "private streets" of the Common at Sinnott Farm, especially the free passage of emergency vehicles.
  - f. Periodically, the Board may restrict all on street parking on the "private streets"(for example for paving work) within the Common at Sinnott Farms. The Board shall notify all homeowners within a reasonable time of this restriction, and the reason.
- H. The Covenant Committee of the Common at Sinnott Farm will be responsible for the enforcement of these conditions and restrictions. Violations should be reported to a member of this committee.
- I. The Covenant Committee shall be the arbiter for any disputes or questions that may arise concerning parking restrictions.
- J. The homeowner shall be responsible for any costs incurred in the enforcement of these conditions or restrictions. These costs may be, but not limited to, towing charges, fines, and or any other costs incurred in the enforcement of these conditions.

**OVERVIEW:**

The Bylaws Subcommittee of Sinnott Farms recommends that homeowners have the ability to park on the street or on their driveway. Periodically, homeowners may wish to host guests, have contractor work done, or have relatives visit. We also, as a subcommittee, recognize those times when a homeowner's garage may not be available for the parking due to storage constraints. Restricting driveway or on-street parking can adversely affect the


APPROVED:

  
 \_\_\_\_\_  
 JAMES R. SOSTMAN  
 PRESIDENT

DATED: OCTOBER 13, 2005

homeowners of the Common at Sinnott Farm. The subcommittee, however, recognizes that some limitations must be incorporated into our community. Our "private streets" are narrower than the standard thoroughfare, thus parking on both sides of a street at the same time could cause serious problems in case of an emergency, or even normal access by other homeowners. On street parking during and after winter storms causes nothing but headaches for the snow removal companies, and your neighbors. We, therefore, feel that these conditions and/or restrictions are appropriate.

APPROVED:

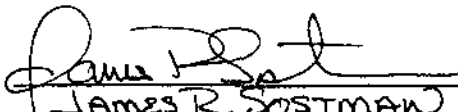
  
\_\_\_\_\_  
JAMES R. SOSTMAN  
PRESIDENT

DATED: OCTOBER 13, 2005

**THE COMMON AT SINNOTT FARM  
RULES AND BYLAWS  
DATED: JUNE 1, 2005  
AMENDMENT C  
APPEAL PROCESS**

- SCOPE:** To address deficiencies and confusion in the "Rules and Bylaws of the Common at Sinnott Farm", dated 4/20 and 4/21/88.
- PURPOSE:** To address and clarify the rule and bylaw covering the approval and appeal process by both the Board of the Common at Sinnott Farm and the homeowner.
- PROPOSED:** Periodically, the Board of the Common at Sinnott Farm may be requested, by the homeowner, to accept or reject variances to the restrictions contained within the Declaration, Bylaws, or Rules of the Common at Sinnott Farm. The following are the conditions on which the homeowner and the Board will comply with:
- A. The homeowner will submit to the board a written request for any variance to the Declaration, Bylaws, or Rules. This request shall include an explanation of the work to be performed, a sketch or plan of the work, and any other information, such as a product brochure, which the homeowner deems necessary for the Board in making their decision.
  - B. The homeowner will be responsible for obtaining any and all approvals required by the Town of Bloomfield. Such approvals shall be submitted to the board as part of the written request for variance.
  - C. The homeowner shall mail such request to the designated post office box of the Common at Sinnott Farm. Any other method of transmittal will not be recognized as official. The envelope shall be made out to the attention of "The Covenant Committee".
  - D. The homeowner's submittal of this request to the Covenant Committee should be made in a reasonable time prior to the proposed start date in order to give the Committee time to review the application and a determine the acceptance or rejection of such request.
  - E. The Covenant Committee will review such homeowner application and render a decision within 14 (fourteen) days of the original postmark. Should the Covenant Committee fail to

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JAMES R. SOSTMAN  
PRESIDENT

DATED: OCTOBER 13, 2005



- respond within the fourteen (14) day allotted time period, the homeowner's application shall be considered approved.
- F. The Covenant Committee shall base their decision on the following criteria:
- a. Will the variance add to or detract from the overall appearance, continuity and/or value of our community?
  - b. Is the variance within the tolerances of local building and/or zoning codes?
  - c. Does the acceptance or rejection of the request break any existing State or Federal statutes?
  - d. The Committee may canvass homeowners adjacent to the submitter of the request for their input and counsel.
  - e. Other factors which may impact the Covenant Committee's decision.
- G. The Covenant Committee shall transmit in writing, to the homeowner, their decision via the U.S. Postal Service. The transmittal shall include their decision and any background information used in making that decision. No other method of transmittal shall be considered valid.
- H. The Covenant Committee shall create a file containing the homeowner's original request for a variance, any background information used in making their decision and a copy of the notification to the homeowner and shall, for a reasonable amount of time, retain this information.
- I. The homeowner may appeal the decision of the Covenant Committee within 30 (thirty) days of the Committee's response. Failure to appeal within this time period would require a total resubmission of the variance. The process to appeal that the homeowner shall use is as follows:
- a. The homeowner shall contact the President of the Board and request time be allocated at the next scheduled board meeting, or request a special session of the board, to review the Covenant Committee's decision.
  - b. Should the President not be available, the homeowner shall contact, in order of succession, the Vice President, the Treasurer, the Secretary, or the Assistant Secretary of the board.
  - c. The scheduled appeal meeting shall be constituted of at least two-thirds of the existing board membership and at least one member of the Covenant committee plus the homeowner.
  - d. The homeowner shall present any information, in writing or by testimony, on why the Covenant Committee's decision should be repealed.

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JAMES R. SOSTMAN  
PRESIDENT

DATED: OCTOBER 13, 2005

- e. The Covenant Committee shall present any information, in writing or by testimony, on why their decision should be upheld.
- f. The Board shall reconvene to executive, closed-door session to review the information garnered from the homeowner and the Covenant Committee.
- g. This executive session may be at the time of the appeal meeting or within 7 (seven) days of said meeting.
- h. A simple majority of the Board will be needed to uphold the homeowners appeal.
- i. The Board shall inform the homeowner, in writing by certified mail – return receipt requested, of it's decision within 10 (ten) days from the original appeal meeting.
- j. All information generated during the appeal meeting, or in succeeding meetings, either by the homeowner, the Covenant Committee, or the Board shall be made part of the original variance file.
- k. The decision of the Board is considered final. The homeowner, however, may at anytime resubmit to the Covenant Committee their request for variance to the Declarations, Bylaws and Rules.

**OVERVIEW:**

The Bylaws Subcommittee of Sinnott Farms realizes that issues deriving from variances to rules in general can be contentious. To limit one's ability to change or adapt one's surroundings to his or her liking should, in most cases, not be acceptable. We do, however, strongly believe that our community in total requires these rules in order to maintain the continuity, attractiveness and value of our surroundings. That said, we as a subcommittee believe that there must be an effective method of handling those instances whereby both the individual homeowner and the community benefit, but are in direct conflict with our Declaration, Bylaws, and Rules. A clear, effective, and well-documented appeal process, one devoid of arbitrary decisions, which follows an established methodology, should assist in an outcome acceptable to all parties concerned.

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 JAMES R. SOSTMAN  
 PRESIDENT

DATED: OCTOBER 13, 2005

**THE COMMON AT SINNOTT FARM  
RULE AND BYLAWS  
DATED: JUNE 1, 2005  
AMENDMENT D  
PLANTINGS, LANDSCAPING, OUTSIDE STRUCTURES  
AND FENCING**

**SCOPE:** To address deficiencies and confusion in the Rules and Bylaws of The Common at Sinnott Farm, dated 4/20 and 4/21/88.

**PURPOSE:** To address and clarify the rule and bylaw covering plantings, landscaping, addition of outside structures, and fencing by the homeowners within the Common at Sinnott Farm.

**PROPOSED:** Under certain circumstances, as outlined below, the homeowners of the Common at Sinnott Farm may incorporate certain plantings, landscaping, outside structures, and/or fencing onto their private property.


**A. Plantings.**

- a. Defined as shrubs, trees, flowers (annual or perennial), vines, vegetables, or other live, growing species.
- b. The Board of the Common at Sinnott Farm does not require prior approval for such plantings.
- c. Removal of any living tree(s) from the owner's property requires approval from the Covenant Committee prior to the start of the work

**B. Landscaping.**

- a. Patios or walkways constructed of stone, brick, concrete, or other permanent or fabricated material require approval from the Covenant Committee prior to the start of the project (see amendment "C" to the Rules and Bylaws, dated June 1, 2005 for guidance).
- b. Walls constructed of stone, brick, concrete, or other permanent or fabricated material require approval from the Covenant Committee prior to the start of the project (see amendment "C" to the Rules and Bylaws, dated June 1, 2005 for guidance). Such structures shall not be in excess of 24 inches high (from ground surface to top-most point of structure).
- c. Walls constructed of stone, brick, concrete, or any other permanent or fabricated material, used in delineating

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JAMES R. SOSTMAN  
PRESIDENT

DATED: OCTOBER 13, 2005

the owner's property line, are not acceptable to the Board or to the Common at Sinnott Farm.

- d. Ornamental structures such as, but not limited to, trellises, pergolas, lattice works, benches and/or archways require approval from the Covenant Committee prior to the start of the project (see amendment "C" to the Rules and Bylaws, dated June 1, 2005 for guidance).

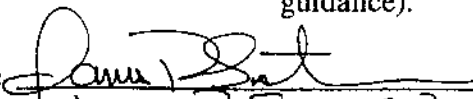
C. Outside Structures.

- a. Deck structures, either raised or at ground level, require the approval of the Covenant Committee prior to the start of the project (see amendment "C" to the Rules and Bylaws, dated June 1, 2005 for guidance).
- b. Structures such as, but not limited to, out buildings, sheds, gazebos, child playscapes or playhouses, require Covenant Committee approval prior to the start of the project (see amendment "C" to the Rules and Bylaws, dated June 1, 2005 for guidance). The Covenant Committee shall use the following guidelines to accept or reject the owner's request for a variance to the Rules and Bylaws of the Common at Sinnott Farm:

1. Where will the structure be placed on the owner's property?
2. What is the size of the structure, and how does that size fit, esthetically, onto the owner's property?
3. What material is the structure comprised of? Note: If the material is susceptible to rust or discoloration from the elements it shall be considered unacceptable.
4. Can the structure be constructed of low or no maintenance material?

- c. Semi-permanent outside structures such as, but not limited to, screened-in sitting areas, canopies, or other structures used for seasonal functions are allowed as long as the owner disassembles and removes such items within a reasonable time after last usage. Such structure must be in good order and repair.
- d. Ornamental items such as, but not limited to wishing wells, small windmills, and flagpoles do require Covenant Committee approval (see amendment "C" to the Rules and Bylaws, dated June 1, 2005 for guidance).

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JAMES R. SOSTMAN  
PRESIDENT

DATED: OCTOBER 13, 2005


D. Fencing

- a. Fencing of any type, used to delineate the owner's property line is not acceptable.
- b. Fencing of any kind, in excess of four (4) feet high (from the ground surface to the top-most point of the fence), used to protect gardens from wildlife is not acceptable.
- c. Animal enclosures such as, but not limited to, dog houses, enclosed animal runs, or any other enclosure used to maintain pets or animals are not acceptable.
- d. Ornamental or decorative fencing used for garden edging does not require Covenant Committee approval as long as it does not exceed four (4) feet in height (from the ground surface to the top most point of the fence).

**OVERVIEW:**

The Bylaws Subcommittee Sinnott Farms understands that issues relating to plantings, landscaping, outside structures, and fencing can be, and have been, somewhat contentious. We felt that by clarifying the Rules and Bylaws we could help alleviate some of the concerns voiced, assist the Covenant Committee in defining any limitations to homeowner projects, and still maintain our unique and open environment. We have tried to take into account all possibilities relating to these issues and concerns. We do, however, recognize that there may be special circumstances or requests from within our community that are not covered herein. One rule we should all abide by...when in doubt, ask. When planning an outside project, bounce your idea or plan off a Covenant Committee member, or the complete Board during one of their meetings. Remember they are here to serve us all, both as individual owners and collectively as a community. It is highly recommended that the Covenant Committee be notified prior to the start of any major planting projects. This is not for approval purposes but rather as a "heads up" to major work being done within the Common. An outline and simple sketch of the work to be performed is all that is required. The Board shall retain this information as reference material only.

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JAMES R. SOSTMAN  
PRESIDENT

DATED:

OCTOBER 13, 2005

**THE COMMON AT SINNOTT FARM  
RULE AND BYLAWS  
DATED: JUNE 1, 2005  
AMENDMENT E  
BOARD CONDUCT AND COMMUNICATIONS**

**SCOPE:** To address deficiencies and confusion in the Rules and Bylaws of The Common at Sinnott Farm, dated 4/20 and 4/21/88.

**PURPOSE:** To address and clarify the rule(s) and bylaw(s) governing the conduct and communication obligations of the Board of the Common at Sinnott Farm.

**PROPOSED:** The Board of the Common at Sinnott Farm will maintain a high degree of transparency to all owners, or their designees, during their tenure as Board members and with regards to all business relating to the Common at Sinnott Farm.

**A. Composition of the Board**

- a. The Board shall be comprised of, as a minimum, a President, Vice President, Secretary, and Treasurer. The Board membership, however, may be expanded to suit the needs of the community. This need to expand the membership shall be presented to the community at the time of the annual meeting and voted upon.
- b. The membership of the Board is to be elected by the homeowners of the Common at Sinnott Farm. This election will be held during the annual meeting.
- c. The tenure of an individual Board member will be a two (2) year term, with no limit to the number of consecutive terms.
- d. Should any elected member of the Board become unable to serve, during their tenure, then the Board shall canvass the community for volunteers to fill the vacant position, and appoint that individual(s) as a member of the Board for the remainder of the unexpired portion of the term.

**B. Duties of the Board**

- a. Board meetings shall be agenda driven. The agenda shall be developed by the President of the Board, or his/her designee, and be posted on the Sinnott Farm web site (located at <http://www.Sinnottfarm.com>) three (3) days prior to the meeting. Homeowners without

APPROVED: \_\_\_\_\_

*James R. Sostman*  
James R. Sostman  
PRESIDENT

DATED: October 13, 2005

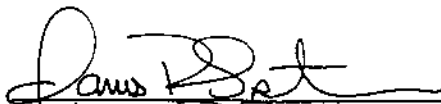
Internet access may contact the President in writing in order to receive a copy of the agenda or add a special topic to the agenda.

- b. The Secretary shall be responsible for recording minutes of the quarterly Board meeting. Prior to adjournment of each meeting, the Secretary shall read back the minutes for approval from the Board membership. The minutes may also be found on the Common at Sinnott Farm web site.
- c. The Treasurer shall be responsible for developing the Quarterly Statement, and ensuring the mailing of the statement in a timely manner.
- d. The Treasurer shall be responsible for developing a quarterly financial report.
- e. Both the meeting minutes and the quarterly financial report will be posted on the website and will be made available in hard copy via mailing to a homeowner upon a request submitted to the secretary.

C. Board meetings

- a. The Board shall, at a minimum, meet quarterly at a location of their designation.
- b. The date of this meeting shall be at least fifteen (15) days prior to the mailing, by the Treasurer, of the Quarterly Statement.
- c. In order to conduct business, a quorum consisting of a majority of Board membership must be present.
- d. The date and location of any subsequent Board meeting shall be determined at each meeting and published as part of the meeting minutes.
- e. The Board may be required to meet, due to time sensitive issues, during the quarter. Quorum requirements must be met, and meeting minutes will be kept, and published, within fifteen (15) days of the meeting, on the Sinnott Farms web site. These minutes will also be included, as an addendum, in the next Quarterly Statement.
- f. Board meeting agendas must have time set aside for homeowner input and participation.

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JAMES R. SOSTMAN  
PRESIDENT

DATED: October 13, 2005

D. Executive Session.

- a. Executive Session is defined in the Sinnott Farm Declaration, Article XXVI Section 26.3 – Executive Sessions, dated 4/20/88 (Reference page A-39). The Board may, either during a scheduled quarterly meeting or as a special meeting, meet in Executive Session.
- b. Meeting minutes will not be taken during this session.
- c. Homeowners present at the meeting, who are not members of the Board, may be asked to excuse themselves from this session.

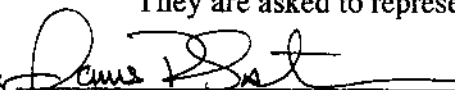
E. Homeowner responsibilities. Each homeowner is encouraged to:

- a. Provide the Board Secretary with their most current Internet address. If Internet access is not available to the homeowner, the Secretary should be so advised in order to accommodate special mailings.
- b. Offer the Board his or her input, either by attending scheduled meetings or by utilizing the Sinnott Farm web site.
- c. All homeowners are encouraged to attend and actively participate at all quarterly or special session board meetings Board meetings (except for an Executive Session as defined in paragraph “d” above).
- d. **NOTE:** since Board meetings are typically held at the homes of the Board membership, space availability can become a serious issue for both you and the Board. Out of courtesy to the Board member holding the meeting, please notify the President of the Board as soon as possible prior to the meeting of your anticipated attendance. Should the anticipated attendance of any meeting dramatically exceed the space limitations, then a special session of the Board will be scheduled at a location suitable to handle this increased participation.

**OVERVIEW:**

The Bylaws Subcommittee of Sinnott Farm recognizes that in order for our community to flourish, open and transparent communication, from all levels, is required. The Board must constantly keep the community informed of their actions. The individual homeowners must offer their input to the Board, and participate in the activities of the Common at Sinnott Farm. This Subcommittee recognizes and applauds the efforts of our Board. They are asked to represent the entire community with little or no

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JAMES R. SOSTMAN  
PRESIDENT

DATED:

OCTOBER 13, 2005



compensation, and on their own personal time. They, as a Board, should make every attempt to keep our citizenry apprised of the current activities and issues within and for our community. The quarterly billing statement seems to be the perfect vehicle to accomplish these heightened communication efforts. In order, however, for any Board to make informed decisions, they must have the constant constructive input from those they represent – you individual owners within the Common at Sinnott Farm.

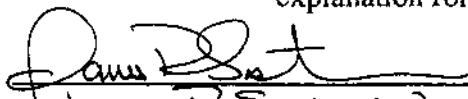
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JAMES R. SOSTMAN  
PRESIDENT

DATED: OCTOBER 13, 2005

**THE COMMON AT SINNOTT FARM  
RULE AND BYLAWS  
DATED: JUNE 1, 2005  
AMENDMENT F  
COMMITTEES**

- SCOPE:** To address deficiencies and confusion in the Rules and Bylaws of The Common at Sinnott Farm, dated 4/20 and 4/21/88.
- PURPOSE:** To address and clarify the rule(s) and bylaw(s) governing the formation and workings of committee(s) within The Common at Sinnott Farm.
- PROPOSED:** Committees may be formed, at the discretion of the Board, in order to conduct normal day-to-day activities or special projects within The Common at Sinnott Farm. Such committees shall report directly to the Board, but should also be responsible and responsive to our entire community.
- A. Board Responsibilities.
- a. Identify areas of concern that need to be addressed by a group other than the Board.
  - b. Determine the mission, scope, and authority for the proposed committee.
  - c. Solicit volunteers to staff the committee.
  - d. Inform the community, via the Sinnott Farm web site or published meeting minutes, of the formation of the committee and its mission/scope. Ask for community input.
  - e. Provide monetary funding to the committee, if applicable.
  - f. Provide resources, such as but not limited to copying, signage, vendor/supplier listings, or Board member expertise, to the committee.
  - g. Include an agenda item, during the Board meetings, for each committee to report their progress and status.
  - h. Appoint one member of the Board to act as liaison to the committee.
  - i. The committee will be dissolved at the completion of their stated mission, as prescribed by the Board, or may be dissolved at any time, during their work, upon two-thirds majority vote of the Board membership. The Board must provide, to the community, a written explanation for the dissolution of the committee.

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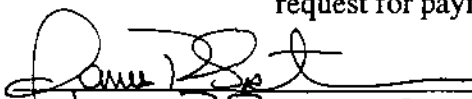
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- j. Support the committee in their endeavors.
- k. Reimburse committee members for legitimate expenses incurred during the performance of their committee work.

B. Committee Responsibilities.

- a. At the initial committee meeting, the group should determine certain parameters, roles and responsibilities under which the committee will function. These may be, but not limited to electing of a Chairperson, determining meeting times, establish voting requirements (simple majority or unanimous) to pass resolutions, electing a scribe to keep notes and meeting minutes, and determining the length of time each meeting should be.
- b. The committee shall develop an objective statement. This statement shall further define the task at hand, the scope of the work to be performed, and the anticipated conclusion date (if applicable). Upon completion, this document shall be submitted to the Board for their concurrence.
- c. The committee may, at any time, revise their objective statement. This revision shall be submitted to the Board for their concurrence.
- d. A representative of the committee shall be present at each Board meeting in order to provide a status report to the Board.
- e. The committee is prohibited from entering into any contractual agreement, for any service deemed necessary by the committee in order to fulfill their objectives, regardless if it is for the betterment of the community. The Board has sole authority to enter into any contractual agreement.
- f. Individual expenses, incurred during committee work, may be reimbursable. An expense report shall be submitted to the Treasurer, within a reasonable amount of time from when the expenses were incurred, for approval. This report shall reflect the expenses incurred, the reason for the expenses, the amount of the expense, and any and all receipts.
- g. Anticipated expenses for an amount exceeding \$50.00 will require prior Board review and acceptance.
- h. The committee is prohibited from levying any fee or request for payment from any homeowner unless the

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PRESIDENT

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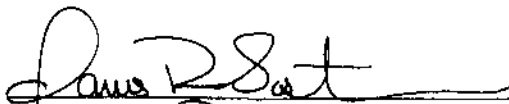
Board, in writing, grants this power to the committee in their mission/scope to the committee.

- i. All documentation, developed by the committee during their endeavors, is the property of The Common at Sinnott Farm. At the conclusion of the committee's work all documentation, to include but not limited to meeting minutes, exhibits, maps, notes, correspondence, or any documentation relating to the committee's functions, shall be turned over to the Board.

**OVERVIEW:**

Committee formation is often little utilized, yet is a very effective means of solving concerns within any association. The committee function, of course, is to gather together many points of view, analyze the situation at hand, and perform corrective action, by utilizing those many points of view, through consensus. Decisions left to a few, on any issue, can often lead to more problems, more contention and therefore less effective governance. The Bylaws Subcommittee believes strongly in committee work, yet we realize time constraints can become a problem for some. If you see an issue that interests you, but don't see a way to become directly involved in its solution, offer your expertise as a resource to that committee. This may be as little as writing e-mails, going to a Board meeting, or even, as simply talking directly to a committee member. Through Addendum "A" of these amendments, the Bylaws Subcommittee has put together a listing of existing and proposed subcommittees along with its task statement, for your edification.

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JAMES R. SOSTMAN  
PRESIDENT

DATED: OCTOBER 13, 2005

**THE COMMON AT SINNOTT FARM  
RULE AND BYLAWS  
DATED: JUNE 1, 2005  
AMENDMENT G  
ASSESSMENTS, FEES, FINES**


**SCOPE:** To address deficiencies and confusion in the Rules and Bylaws of The Common at Sinnott Farm, dated 4/20 and 4/21/88.

**PURPOSE:** To address and clarify the rule and bylaw covering assessments, fees, and fines levied by the Common at Sinnott Farm for homeowner violations to the Rules and Bylaws dated 4/20 and 4/21/88.

**PROPOSED:** Assessments, fees, and fines, levied upon any homeowner for violations to the Sinnott Farm rule(s) and bylaw(s) by the Board are allowed under the following circumstances.

- A. Failure of homeowner to remit payment, in a timely manner, for the quarterly maintenance Fees.
  - a. All quarterly maintenance Fees are due on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup>.
  - b. In times of hardship, when the homeowner finds that payment cannot be made within thirty days of the due date, he/she can contact the Treasurer, in writing and forwarded to the Sinnott Farm Post Office box, and request a Notice and Hearing session as outlined in Section 24.2 of the Declaration.
    - 1. Hardship includes, but is not limited to, situations involving death, hospitalization of homeowner, loss of employment by homeowner, disability of homeowner, and/or bankruptcy of homeowner. Homeowner budgetary disclosure, to the Board, may be required to determine the extent of the hardship.
  - c. Homeowner Notice and Hearing sessions, before the Board, must be held within 30 days of the homeowner's request for Notice and Hearing.
  - d. Failure of the Board to meet within this specified time will result in any potential late fees, for that particular quarter, being waived.
  - e. At a minimum, 50% of current Board membership must be present at the Notice and Hearing session.


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PRESIDENT

DATED: OCTOBER 13, 2005

- f. Minutes will not be kept during the this session as it would be considered an Executive Session (see Article XXVI Section 26.3, page A-39 of the Sinnott Farm Declaration.
- g. If an amended payment schedule is agreed upon both the homeowner and the present Board membership must sign and date the document.
- h. If payment of Maintenance Fees is not received within 31 days of due date, and no payment schedule has been made, the Treasurer shall issue another invoice reflecting the original Maintenance Fee due plus a \$25.00 late fee.
- i. In the event a Maintenance Fee and/or any late fee remains outstanding for forty days past the due date, Maintenance Fees for the property shall be accelerated, and become immediately due for the next twelve (12) month period.
- j. Each unit for which the Maintenance Fee has been accelerated shall be assessed a fine of \$300.00. Example: (current Maintenance fee is \$800.00) A \$25.00 late fee is assessed on the 31<sup>st</sup> day. On the 39<sup>th</sup> day the Common receives a quarterly fee payment of \$200.00 without the late fee. On the 41<sup>st</sup> day, because the late fee is still outstanding, the homeowner is subject to acceleration of fees for a twelve-month period, \$800.00, and a fine of \$300.00. The new balance would be \$1100.00 per unit.
- k. All accounts remaining past due after 90 days will be referred to the Common at Sinnott Farm attorney or a collection agency.
- l. Should court action against the homeowner be required, and in order to reduce costs, a Board member rather than an attorney can represent the Common at Sinnott Farm at these hearings. In order to compensate this Board member for his/her time, in an action to enforce any violation of the Sinnott Farm Declaration, Rule, or Bylaw, a special assessment (service fee) of \$200.00 for the first court appearance, and \$300.00 for each subsequent court appearance, shall be levied against the homeowner. This assessment shall not be reduced or eliminated as part of any settlement agreement.
- m. Article XIX of the Declaration provides "fees, charges, late charges, fines and interest...are enforceable as Common expense assessments", and therefore the Common at Sinnott Farm has a statutory lien against a unit(s) for any fines imposed against its owner. Such "lien may be foreclosed in a like manner as a mortgage on real property"

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 PRESIDENT

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and that such judgment will include the costs and reasonable attorney or collection company fees.

B. Parking Violations.

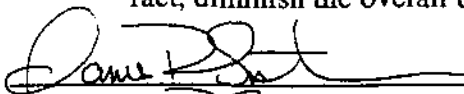
- a. Parking restrictions are covered in the Rules and Bylaws of The Common at Sinnott Farm dated 4/20 and 4/21/88, and Amendment B to the Rules and Bylaws dated June 1, 2005.
- b. A written warning will be given for each occurrence of a parking violation. A second written warning will be given for a parking violation that is not remedied within 24 hours. A \$25.00 fee will be assessed for each day that the parking violation continues after the second warning.
- c. Payment of fee is due, to the Covenant Committee, within thirty days of date of the violation.
- d. A Notice and Hearing session may be requested of the Board by the homeowner to appeal this fee. Fees, however, will continue to accrue until such time as the Board makes its final determination.

C. Violations of the Rules and Bylaws of The Common at Sinnott Farm dated 4/20 and 4/21/88 as the violation relates to Amendments "C" and "D", to the rules and bylaws, dated June 1, 2005.

- a. Should the homeowner fail to apply for or receive from the Covenant Committee a variance to the Declaration, Rules, and Bylaws for work performed on his/her property, a fee of \$25.00 per day will be assessed for each day the unauthorized work exists.
- b. The fee will continue to be assessed until either the Covenant Committee accepts the work performed or the property is returned to its original state.
- c. Acceptance by the Covenant Committee must be in writing and forwarded to the homeowner via the U.S. Postal Service. A file will be created reflecting the variance and a copy of the acceptance letter will be placed in the file.
- d. A Notice and Hearing session may be requested of the Board by the homeowner to appeal this fee.

**OVERVIEW:** The Bylaws Subcommittee of Sinnott Farms recognizes the need for the issuance of assessments, fees, or fines for violations of the rules and bylaws of our community. They can act as deterrent against unauthorized variances to our environment that could, in fact, diminish the overall beauty, continuity, safety, value, and

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JAMES R. SOSTMAN  
PRESIDENT

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DATED: October 13 2005

accessibility within our community. We do, however, recognize the need to reiterate every homeowner's right to have work performed in and around their surroundings. This, of course, can be accomplished simply by receiving in advance a variance, from the Covenant Committee, for the work to be performed. The homeowner also has the right to request of the entire Board a Notice and Hearing session to adjudicate any rejected variance or issuance of an assessment, fee, or fine. The expectation we have as a committee is that all members of our community will follow the letter and the spirit of the all the Bylaws and Rules. There is an appeal process (Notice and Hearing), in place, that should help alleviate any potential problems.

APPROVED:

  
\_\_\_\_\_  
JAMES R. SOSTMAN  
PRESIDENT


DATED: OCTOBER 13, 2005



THE COMMON AT SINNOTT FARM  
RULE AND BYLAWS  
DATED: JUNE 1, 2005  
ADDENDUM "A" TO AMENDMENTS  
SUBCOMMITTEES

<u>COMMITTEE NAME</u>	<u>TASK STATEMENT</u>
Covenant Committee	To be developed by committee.
Landscaping Committee	To be developed by committee.
Bylaws Committee	Read and interpret the existing rules for our community, and clarify them, or update any that are outdated.
Paving Committee	To be developed by committee.

APPROVED:

  
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JAMES R. SOSTMAN  
PRESIDENT

DATED: OCTOBER 13, 2005