

DECLARATION OF

AVALON FARMS

DATE: NOVEMBER 24, 1999

Southford Road,
Middlebury, Connecticut

Declarant:

Avalon Farms, LLC

DECLARATION OF AVALON FARMS, LLC

AVALON FARMS, LLC, a limited liability company with offices in the Town of Southbury, County of New Haven, and State of Connecticut, does hereby submit the land described in Schedule A, which is attached hereto and made a part hereof, together with all the buildings and other improvements now or hereafter located or constructed thereon (the "Property"), to the provisions of Connecticut General Statutes Sections 42-200, et. seq., the Common Interest Ownership Act of the State of Connecticut for the purpose of creating a planned community to be known as "Avalon Farms."

ARTICLE I DEFINITIONS

For all purposes of this Declaration, the following terms shall have the meanings set forth below:

1.1. Act. The term "Act" shall mean the Common Interest Ownership Act, ("CIOA"), being Chapter 828 (Sections 47-200 et seq.) of the Connecticut General Statutes, as the same may be amended to the extent such amendments are applicable to the Community.

1.2. Allocated Interests. The term "Allocated Interests" shall mean the Common Expense liability and votes in the Association allocated to the Lots (as defined below) in the Community, all as set forth in Article VII hereof.

1.3. Association. The term "Association" shall mean Avalon Farms Homeowners Association, Inc., a non-stock corporation organized and existing under the laws of the State of Connecticut, constituting the Association of Lot Owners referred to in the Act.

1.4. Bylaws. The term "Bylaws" shall mean the Bylaws of the Association, as amended from time to time.

1.5. Common Elements. The term "Common Elements" shall mean all portions of the Community other than the Lots. The Common Elements within the Community consist of those certain parcels shown on the Survey shown (as defined below) and more particularly described in Schedule B attached hereto and made a part hereof, title to which in fee simple shall be conveyed to the Association, and all facilities and improvements thereon, prior to conveyance of a Lot to a Lot Owner other than the Declarant. Common Elements also include, without limitation, all drainage and those utilities (or portions thereof), if any, owned by the Association (including sewer) serving more than one (1) Lot, a dam, the pond and the water quality basin, all of which shall be the responsibility of the Association to maintain.

All Lot Owners have an easement (a) in the Common Elements for the purpose of access to their Lots and (b) to use the Common Elements and all real property that may become Common

Elements for all other purposes, subject to this Declaration and the Declaration of Covenants and Conservation Restrictions on file or to be filed on the Middlebury Land Records.

1.6. Common Expenses. The term "Common Expenses" shall mean expenditures made by, or financial liabilities of, the Association, together with any allocations to reserve, including without limitation, expenses of ownership, administration, maintenance, repair or replacement of the Common Elements; expenses declared to be Common Expenses by or under the provisions of this Declaration or the Bylaws or under the Act; expenses agreed upon as Common Expenses of the Association; and such reserves as may be established by the Association for repair, replacement or addition to the Common Elements or other property of the Association.

1.7. Community. The term "Community " shall mean the common interest community, known as Avalon Farms, created by the submission of the Property to the Act.

1.8. Declarant. The term "Declarant" shall mean Avalon Farms, LLC or its successors as defined in the Act.

1.9. Declaration. The term "Declaration" shall mean this document, as it may from time to time be amended.

1.10. Development Rights. The term "Development Rights" shall mean the rights set forth in Article VI of the Declaration.

1.11. Director. The term "Director" as used herein shall mean a member of the Executive Board.

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

1.13. Eligible Mortgagee. The term "Eligible Mortgagee" shall mean a mortgagee described in Article XV of the Declaration.

1.14. Executive Board. The term "Executive Board" shall mean the Board of Directors of the Association pursuant to Chapter 602 of the Connecticut General Statutes, as amended to date.

1.15. Improvements. The term "Improvements" shall mean any buildings, improvements or facilities constructed or to be constructed in or on the Property.

1.16. “Majority or Majority of Lot Owners“ means the owners of more than fifty percent (50%) of the Votes in the Association. Any specified percentage, portion or fraction of Lot Owners, unless otherwise stated, means such percentage, portion or fraction in the aggregate of such portion of such Votes.

1.17. Person. The term "Person" shall mean an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision or agency or any other legal entity.

1.18. Property. The term "Property" shall mean that certain piece or parcel of land situated in the Town of Middlebury , County of New Haven , and State of Connecticut as described in Schedule A and being shown and designated on the Survey, together with all easements, rights and appurtenances thereto and together with any and all Improvements situated thereon.

1.19. Rules and Regulations. The term "Rules and Regulations" shall mean rules and regulations for the use of the Lots and the Common Elements and for the conduct of persons within the Community made and promulgated by the Executive Board pursuant to this Declaration or the Bylaws.

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

1.21. Special Declarant Rights. The term "Special Declarant Rights" shall mean the rights reserved for the benefit of the Declarant to exercise any Development Right; to maintain signs or display advertising and to conduct sales activities within the Community; the right to use easements through the Common Elements for the purpose of making any improvements within the Community and/or to appoint or remove any officer of the Association or member of the Executive Board during any period of Declarant control, all as more fully set forth in Article VI of this Declaration.

1.22. Survey. The term "Survey" shall mean the survey on file in the Middlebury Town Clerk's office, or filed in said office with this Declaration, entitled "Subdivision Map Prepared For Avalon Farms, LLC , Southford Road, Middlebury, CT," consisting of a cover sheet and five sheets labeled sheet 1 of 5, sheet 2 of 5, sheet 3 of 5, sheet 4 of 5, sheet 5 of 5, dated June 1, 1999, and revised June 21, 1999, made by Bradford E. Smith & Son, Surveyors-Engineers-Planners, as the same may be amended in accordance with this Declaration and the Act.

1.23. Lot . The term "Lot" shall mean Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 and 48 as shown on the Survey, each of which such lots is designated for separate ownership in fee simple, together with all Improvements on each respective lot. For purposes of the Declaration, the term " Lot " is the equivalent of the term "Unit" under the Act.

1.24. Lot Owner. The term "Lot Owner" shall mean the Declarant or other person or persons who own fee simple title to a Lot created by this Declaration, but shall not include any Person having a Security Interest in a Lot .

1.25. Votes. The term 'Vote' or "'Votes" shall mean the votes allocated to each Lot pursuant to this Declaration as set forth in Article VII.

ARTICLE II
NAME AND TYPE OF COMMON INTEREST
COMMUNITY AND ASSOCIATION

2.1. Common Interest Community. The common interest community created under this Declaration shall be a planned community and shall bear the name "AVALON FARMS."

2.2. Association. The name of the Association shall be "Avalon Farms Homeowners Association, Inc.," a non-stock corporation organized and existing under the laws of the State of Connecticut .

ARTICLE III
DESCRIPTION OF LAND

The entire Community is situated in the Town of Middlebury , County of New Haven and State of Connecticut . A legal description of the land constituting the Community is set forth in Schedule A.

ARTICLE IV
NUMBER OF LOTS; BOUNDARIES

4.1. Number and Identification of Lots. The Community contains forty-eighty (48) Lots each of which is designated as a " Lot " and assigned a separate identifying number as shown on the Survey. The Declarant may create an additional seven Lots, for a maximum of fifty-five (55) Lots.

4.2. Boundaries and Locations. The location and boundaries of each Lot are shown on the Survey. Lots which adjoin a public highway include such right, title and interest in the public highway, if any, as attached to the Property at the time of the filing of the Declaration, to the extent of each such Lot 's frontage thereon.

ARTICLE V
MAINTENANCE AND REPAIRS

5.1. Common Elements. The Association shall maintain, repair and replace, as necessary, the Common Elements and Improvements thereon.

5.2. Lots. Except for Common Elements running over or under a lot, each Lot Owner shall, at such Lot Owner's sole cost and expense, (1) maintain, repair and replace any structures, Improvements and other installations that are within the boundaries of his Lot so that the same shall at all times be in a structurally sound condition and the exterior of all such structures, Improvements and other installations shall at all times be in a neat, clean and well maintained condition in accordance with the overall architectural design for homes in the community and (2) maintain all landscaped areas in a safe, neat, clean and well maintained condition.

ARTICLE VI
DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

6.1. Reservation of Development Rights. The Declarant reserves the following Development Rights:

(1) The right to add any portion of the land shown and designated on the Survey, Sheets 2, 4 and 5 of 5, as "N/F Farmpond Associates, LLC" in the event that any portion of said land is acquired by the Declarant, which right shall be exercised by filing an amendment to this Declaration in the Middlebury Town Clerk's office. Said land is bounded and described as follows: Northerly by Judd Hill Road, Easterly by the Property (Lots 16, 17 and 18 as shown on the Survey), Southerly by the Property (Lots 19, 21, 22, 23, and Open Space as shown on the Survey) and Westerly by land now or formerly of Helen Marie Della Pietra.

(2) The right to create Lots and Common Elements within the land described in subsection (1) above as land which may be added to the Community.

6.2. Limitations on Development Rights. The Development Rights reserved in Section 6.1 are limited as follows:

(a) The Development Rights may be exercised at any time, but not more than twenty-one (21) years after the recording of the initial Declaration;

(b) Not more than seven (7) additional Lots may be created under the Development Rights;

(c) The use of all Lots and Common Elements created pursuant to the Development Rights will be restricted in the same manner and to the same extent as provided in Article VIII.

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

(1) To maintain signs and displays to promote sales of Lots in the Community;

- (2) To use easements through the Lots and Common Elements of the Community for the purpose of-making Improvements within the Community;
- (3) To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control.
- (4) To conduct sales activities, to promote sales of Lots in the Community and in connection therewith to post signs and displays in the Common Elements.
- (5) To maintain any Lot owned by the Declarant or any portion of the Common Elements as a model Lot or sales office or management office, so long as the Declarant is a Lot Owner.
- (6) To exercise any Development Rights.

6.4. Construction; Declarant's Easement. The Declarant reserves the right (a) to perform construction, maintenance and repair work within the Community including, but not limited to, construction of or installation of driveways and related drainage installations and other work as contemplated in the maps and plans submitted to and approved by the Middlebury Planning and Zoning Commission in connection with the development of the Property as the same may be amended; (b) to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across any land in the Community for the purpose of furnishing utility, drainage and other services to buildings and improvements to be constructed whether as Common Elements or part of Lots, which may be shown on easement maps to be filed on the Middlebury land records (hereinafter the "Easement Maps"); (c) to store materials in Lots; (d) to control all such work and repairs; and (e) to have unrestricted access thereto, until all Lots are sold. All work may be performed by the Declarant without the consent or approval of the Executive Board.

(1) The Declarant has such an easement through the Lots and 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 to the extent reasonable access is not otherwise available and provided that any area disturbed by the exercise of such right is restored.

(2) The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Community for the above-mentioned purposes. If the Declaration grants any such easements, Schedule A shall be amended to include reference to the recorded easement, which may also be shown on the Easement Maps.

6.5. 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 Community that has not been represented as property of the Association. The Declarant reserves the right to remove (promptly after the sale of the last Lot) from the Property any and all goods and personal property used in the development and marketing of the Lots and in the construction of roads and Improvements upon the Property.

6.6. Declarant Control of the Association

(1) Subject to Subsection (2) below: There shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers of the Association and members of the Executive Board. The period of Declarant control terminates no later than the earliest of: (a) sixty (60) days after conveyance to Lot Owners other than the Declarant of sixty percent (60%) of the Lots shown on the Survey; (b) two (2) years after the Declarant has ceased to offer Lots for sale in the ordinary course of business; (c) the date the Declarant, after giving written notice to the Lot Owners, records an instrument on the Middlebury Land Records voluntarily surrendering all rights to control activities of the Association; or (d) seven (7) years after the recording of this Declaration on the Middlebury Land Records. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the foregoing 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.

(2) Not later than sixty (60) days after conveyance to Lot Owners other than a Declarant of one-third (1/3) of the Lots shown on the survey, at least one (1) member and not less than one-third (1/3) of the members of the Executive Board shall be elected by Lot Owners other than the Declarant.

(3) Except as otherwise provided above in Subsection (2), not later than the termination of any period of Declarant control the Lot Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Lot Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

(4) Notwithstanding any provision of the Declaration or Bylaws to the contrary, the Lot Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Lot 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.

6.7. Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant or under the provisions of this Declaration, any Special Declarant Right may be exercised by the Declarant so long as the Declarant is obligated under any warranty or obligation, owns any Lot or any Security Interest on any Lot, or for seven (7) years after recording the Declaration on the Middlebury Land Records, whichever is sooner. Earlier termination of certain rights may occur by statute.

6.8. Interference with Special Declarant Rights. Neither the Association nor any Lot Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE VII

ALLOCATED INTERESTS AND VOTING

7.1. Allocation of Interests. The table showing Lot numbers and their allocated interests is attached hereto as Schedule C. These interests have been allocated in accordance with the formula set forth in Subsection 7.2 of this Article 7.

These formulas are to be used in reallocating interests if Lots are added to the Community.

7.2. Formula for the Allocation of Interests. The interests allocated to each Lot are calculated as follows:

- (1) Liability for Common Expenses. The percentage of liability for Common Expenses is allocated so that each Lot will have a percentage liability for Common Expenses equal to the percentage derived by dividing 100% by the number of Lots.
- (2) Votes. Each Lot Owner of a Lot in the Community shall be a member of the Association. Each Lot in the Community shall have one (1) equal Vote, regardless of the number of persons owning an interest therein. When more than one person or entity is a Lot Owner as to any Lot, the one vote attributable to such Lot shall be exercised as such persons mutually determine but not more than one vote may be cast with respect to any such Lot . No Lot Owner shall split or divide its vote on any motion, resolution or ballot.

ARTICLE VIII

RESTRICTIONS ON USE AND OCCUPANCY

8.1. Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VI, each of the Lots, and any Improvements thereon, shall be subject to the following use restrictions:

- (1) Residential Use. Each Lot is restricted to residential use as a single-family residence, including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Lot . No commercial or industrial use is permitted. A single-family residence is defined as a single housekeeping Lot , operating on a nonprofit, noncommercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom.
- (2) Garages. Garages are restricted to use by the Lot to which the garage is attached as storage and as a parking space for not more than three vehicles.

- (3) Fuel Tanks. No underground storage of any petroleum products is permitted on or within the Lots.
- (4) Utilities. All utilities shall be installed underground.
- (5) Parking. Parking is for passenger automobiles only and no motor vehicles other than four-wheel vehicles bearing passenger car registration plates may be parked on a Lot . Commercial vehicles, unregistered motor vehicles, campers, recreational vehicles, motor homes, automobiles with commercial advertising, panel trucks and snowmobiles shall not be kept on any lot unless parked within a garage at all times (the foregoing does not prohibit commercial vehicles temporarily providing products or services).
- (6) Auxiliary Structures. No outbuildings, sheds, shacks, barns, tents (except children's occasional play tents) or other temporary structures are permitted on any Lot . Tasteful tents for private entertaining of a Lot Owner may be occasionally utilized for a period not in excess of three days.
- (7) Pools. No aboveground swimming pools may be erected on any Lot , except small children's temporary inflatable play pools.
- (8) On-site Sewage Disposal and Water Supply Facilities. The design and construction of on-site water supply facilities for Lots 47 and 48 is subject to approval by municipal and other authorities having jurisdiction. On-site sewage disposal systems are not permitted.
- (9) Siting of Improvements. Any siting of improvements, other than houses, driveways, stonewalls and fences, which materially deviates from the Preliminary/Final Development Plan approved by the Middlebury Planning and Zoning Commission in connection with its approval of the rezoning of the Property as the same may be amended, must be approved by said Commission and, if located in a "Regulated Area" as defined in the Declaration of Covenants and Conservation Restrictions to which the Property is subject, by the Middlebury Conservation Commission.
- (10) Debris. No Lot shall be used or maintained as a dumping ground for rubbish or refuse, nor shall any disabled or dismantled, or abandoned vehicles or other junk be, or be permitted to be stored, parked, maintained or kept on any Lot.
- (11) Garbage. Household trash or waste shall be kept in sanitary containers, which must be stored in the garage. No waste, trash or rubbish may be burned on any Lot .
- (12) Offensive Use. No noxious or offensive use shall be made of any Lot or the buildings or Improvements located thereon.

(13) Leases. A Lot may not be used for transient or hotel purposes or leased or rented for a term of less than six (6) months. All leases and rental agreements shall be in writing and subject to the requirements of this Declaration and the Association.

(14) Pets. No animals or reptiles of any kind shall be raised, breed or kept on any Lot, except traditional household pets, such as dogs, cats, fish and turtles (but specifically excluding snakes), provided they are not kept bred or maintained for any commercial purposes; and provided that any pet creating a nuisance, unreasonable disturbance, noise or risk of injury to other residents shall be permanently removed from the Lot in accordance with rules established by the Association.

(15) Association Rules and Regulations. Use of the Common Elements is subject to the Rules and Regulations of the Association.

(16) Conservation Restriction. Use of the Common Elements and portions of the Lots is subject to the terms and conditions of the Declaration of Covenants and Conservation Restrictions referred to in Schedule A.

8.2. Roads and Wetlands. In addition to the general powers of the Executive Board, including those set forth in the Bylaws and in the Rules and Regulations, the Executive Board may set a reasonable speed limit on the roads in the Community and establish rules and regulations to preserve and protect the wetlands existing in the Community.

ARTICLE IX EASEMENTS AND ENCUMBRANCES

9.1. General. The Community is subject to those easements and encumbrances listed in Schedule A to the Declaration and those easements to be shown on the Easement Maps. Lots within the Community are subject to those easements shown on the Survey and to be shown on the Easement Maps. Further, the Community shall have the benefit of any rights which are appurtenant/ to the Property.

9.2. Lots. All Lots are/or shall be subject to easements reserved by the Declarant for the installation of drainage systems and facilities; the construction, maintenance, repair and replacement of utilities; slope easements for the construction and grading of streets in the Community as shown in the Survey.

9.3. Open Space Parcels. All members of the Association and their social guests may enter onto and use all those parcels shown as "OPEN SPACE", or "Pedestrian Way" or "Natural Area" on the Survey in accordance with the purposes for which the Open Space, Pedestrian Way and Natural Area parcels were established provided they do not hinder or encroach on the lawful rights of other members or violate the rules and provisions for protection and maintenance of open space.

ARTICLE X
RELOCATION OF BOUNDARIES BETWEEN ADJOINING LOTS

10.1 Relocation of Boundaries Between Adjoining Lots:

(1) Application and Amendment. The boundaries between adjoining Lots may be relocated by an amendment to the Declaration on application to the Association by the owners of those Lots. Such Amendment shall require the approval of all holders of Security Interests in the effected Lots, which approval shall be endorsed thereon. Unless the Executive Board determines, within thirty (30) days after receipt of the application, that the boundary relocation is unreasonable or that the requirements of Section 10.3 of this Article X have not been met, the Association shall consent to the relocation and prepare an amendment that identifies the Lots involved, states the relocation and indicates the Association's consent. The amendment shall be executed by those Lot Owners and contain words of conveyance between them. The Association shall prepare and record surveys or plans necessary to show the altered boundaries between adjoining Lots.

(2) Costs and Expenses. The applicants shall pay for the costs of preparation of the amendment (including related surveys and plans) and its recording, together with all attorneys' fees and expenses incurred by the Association. The Association may condition the recording of the amendment documents on receipt of such payments.

10.2. Subdivision of Lots. No Lot shall be subdivided.

10.3. Governmental Approvals. Notwithstanding the foregoing, a relocation of boundaries between adjoining Lots is permitted if, and only if, and then only to the extent that the proposed relocation has been approved by all governmental agencies and authorities having jurisdiction, such approval has become final and is not subject to appeal, and all conditions and stipulations of each approval have either been satisfied or the Association is provided with assurances reasonably acceptable to it that the same will be satisfied. Each application to the Association under this Article X shall be accompanied by evidence reasonably satisfactory to the Executive Board that the requirements of this Section have been satisfied.

ARTICLE XI
ADDITIONS, ALTERATIONS AND IMPROVEMENTS

11.1. Additions, Alterations and Improvements by Lot Owners.

- (a) A Lot Owner:
 - (i) may make any Improvements or alterations to the interior of any house or other structure located on the Lot .
 - (ii) may not change the exterior appearance of any house or other structure on a Lot without the written permission of the Executive Board which shall not grant such permission if the change in exterior appearance is not in harmony with the overall design and appearance of homes in the Community.
- (b) Lot Owner may submit a written request to the Executive Board for any approval required by Subsection 11.1(a)(ii). The Executive Board shall answer any written request for such approval, after notice and hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board of the proposed action. The Executive Board shall review requests in accordance with the provisions of its Rules.
- (c) Any improvements or alterations sought by a Lot Owner pursuant to this section are subject to obtaining any required permit from any governmental agency having jurisdiction over the Lot with respect to any alterations or improvements.
- (d) The provisions of this section shall not apply to the Declarant in the exercise of any Special Declarant Right.

ARTICLE XII
AMENDMENTS TO DECLARATION

12.1. General. The Declaration, including the Survey, may be amended only by vote or written agreement of Lot Owners of Lots to which at least sixty-seven percent (67%) of the Votes in the Association are allocated; however, this requirement does not apply to amendments contemplated by Section 47-206 and Section 47-237 of the Act (the provisions of which Sections shall govern), amendments pursuant to Article X of this Declaration, amendments by the

Declarant in the exercise of its Special Declarant Rights, and amendments governed by other provisions of this Article.

12.2. 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 (1) year after the amendment is recorded.

12.3. Recordation of Amendments. Every amendment to the Declaration shall be recorded in the town in which the Community is located and shall be effective only on recordation.

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

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

12.6. Consent of Holders of Security Rights. Amendments are subject to the consent requirements of Article XV.

ARTICLE XII AMENDMENTS TO BYLAWS

13.1. Vote by Owners. The Bylaws may be amended only by Vote of two- thirds (2/3) of the Lot Owners following notice given to all Lot Owners as provided in Section 21.1 of Article XXI, at any meeting duly called for such purposes.

13.2. Additions, Alterations and Improvements by Executive Board. Subject to the limitations of this Declaration pertaining to adoption of budgets and nonbudgeted expenses, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE XIV TERMINATION OF COMMUNITY

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

ARTICLE XV
MORTGAGE PROTECTION

15.1. Effect. This Article establishes certain standards and covenants for the benefit of the holders of certain Security Interests and others, as identified in Section 15.2. This Article is supplemental to, and not in substitution for, any other provisions of the Declaration, but in the case of conflict, this Article shall control.

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

(1) Eligible Mortgagee. The holder of a first Security Interest on a Lot who has notified the Association, in writing, of its name and address, and that it holds a mortgage on a Lot . Such notice shall specify the Lot in which the holder has an interest and shall constitute a request that the Eligible Mortgagee be given notices and the benefit of other rights described in this Article.

(2) Eligible Insurer. An insurer or guarantor of a first mortgage who has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest on a Lot . Such notice shall specify the Lot affected by the Security Interest and be deemed to include a request that the Eligible Insurer be given the notices and other rights described in this Article.

(3) Approval of Consent. Whenever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Lots which in the aggregate have allocated to them such specified percentage of Votes in the Association when compared to the total allocated to all Lots then subject to Security Interests held by Eligible Mortgagees.

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

(1) Any condemnation loss or any casualty loss which affects a material portion of the Community or any Lot on which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable.

(2) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Lot is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days.

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

(4) Any proposed action that would require the consent of Eligible Mortgagees as specified in Section 15.4 of this Article.

(5) Any judgment rendered against the Association.

15.4. Prior Consent Required for Document Changes. Except to the extent required for the exercise of any Special Declarant Right, no amendment of any "material provision" of this Declaration, the Bylaws, Rules and Regulations, or any related document by the Association or Lot Owners described in this Subsection 15.4 may be adopted without the approval of at least fifty-one percent (51%) of the Eligible Mortgagees or such other percentage as may be specified in this Subsection. "Material provisions" include, but are not limited to, provisions affecting any one or more of the following:

(1) Voting rights;

(2) Boundaries of Lots (except that when boundaries of only adjoining Lots are involved, then only those Lot Owners and the Eligible Mortgagees with Security Interests on such Lot or Lots must approve such action);

(3) Imposition of restrictions on a Lot Owner's right to sell or transfer his or her Lot ;

(4) Termination of the legal status of Community after occurrence of substantial destruction or condemnation; and

15.5. Development Rights and Special Declarant Rights. Nothing herein shall require any consent by any person as a condition to the exercise of any Special Declarant Right.

15.6. Inspection of Books and Other Documents. The Association shall permit any Eligible Mortgagee and Eligible Insurer to inspect the books, records and financial statements of the Association and current copies of the Declaration, By-laws and Rules and Regulations during normal business hours.

15.7. Enforcement. The provisions of this Article XV 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.

15.8. Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Lot Owner may attend.

ARTICLE XVI
COMMON EXPENSES; ASSESSMENTS; BUDGETS

16.1. Apportionment of Common Expenses. Except as provided in other Sections of this Article XVI, all Common Expenses shall be assessed against all Lots in accordance with their respective percentage of the Common Expense liability. If Common Expense liability is reallocated, Common Expense assessments and installments thereof not yet due shall from and after such reallocation be recalculated in accordance with the reallocated Common Expense liabilities. No Lot 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 Lot against which the assessments are made.

16.2. Common Expenses Attributable to Fewer than all Lots:

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

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

(3) If any Common Expense is caused by the misconduct of any Lot Owner, the Association may, after notice and a hearing pursuant to Section 21.2 of Article XXI, assess than expense solely against his Lot .

(4) Fees, charges, late charges, fines and interest charged against a Lot Owner pursuant to this Declaration, the Bylaws, Rules and Regulations, and related documents, or the Act, are enforceable as Common Expense assessments.

(5) Expenses for the maintenance, repair, rebuilding, snowplowing and sanding of the private roads, including street lighting and entryway improvements and structures where the private road meets Southford Road (Route 188) and maintenance of the cul-de-sac islands shall only be assessed against Lots 1 through 46. If at any future date, Lots 47 and/or 48 are connected to the private road network of the Community by a road which becomes part of the community

road network, then their exclusion from the foregoing assessments shall immediately terminate.

16.3. Lien:

(1) The Association has a statutory lien on a Lot for any assessment levied against that Lot or fines imposed against its Lot 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.

(2) A lien under this Section is prior to all other liens and encumbrances on a Lot except (a) liens and encumbrances recorded before the recordation of the Declaration, (b) a first or second Security Interest on the Lot recorded before the date on which the assessment sought to be enforced became delinquent, and (c) liens for real property taxes and other governmental assessments or charges against the Lot. The lien is also prior to all Security Interests described in item(b) above of this Subsection to the extent of the Common Expense assessments based on the annual budget adopted by the Association pursuant to Section 16.4 of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce the lien provided for in this Section or the Security Interest described in said subdivision (b). 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.

(3) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for unpaid assessments under this Section is required.

(4) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two (2) years after the full amount of the assessments becomes due; provided, that if an owner of a Lot subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under the Bankruptcy Code is lifted.

(5) This Section does not prohibit actions to recover sums for which Subsection 16.3(1) above creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

(6) A judgment or decree in any action brought under this Section shall include costs and reasonable attorneys' fees for the prevailing party.

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

(8) If a holder of a first or second Security Interest on a Lot forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against the Lot which become due prior to the sale other than to the extent such assessments are prior to that Security Interest under Subsection 16.3(2) of this Article. Any unpaid assessments not satisfied from the proceeds of sale are Common Expenses collectable from all Lot Owners including such purchasers.

16.4. Budget Adoption and Ratification. The Executive Board shall prepare and adopt a budget consisting of a general budget, and a road budget covering those expenses which cannot be assessed against Lot 47 and Lot 48 in accordance with Section 16.2 above. Within thirty (30) days after adoption of any proposed budget for the Community, the Executive Board shall Provide a summary of the budget to all the Lot Owners, and shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. At the meeting all Lot Owners shall be eligible to vote on the general budget but only the Lot Owners of Lots 1 through 46 shall be eligible to vote on the road budget. Accordingly, separate votes will be held on the general budget and the road budget. Unless at that meeting a majority of Lot Owners reject one or both parts of the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the annual Budget last ratified by the Lot Owners shall be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Executive Board. In the event only one of the two parts of the budget is rejected, then that part which was approved shall be deemed ratified whether or not a quorum as present, and as to the other part which was rejected, the annual Budget for that part last ratified by the Lot Owners shall be continued until such time as the Lot Owners ratify a subsequent budget for that part proposed by the Executive Board.

16.5. Ratification of Special Assessments. If the Executive Board votes to levy a special assessment in an amount greater than fifteen Percent (15%) of the current annual operating budget, the Executive Board shall submit the special assessment to the Lot Owners for ratification in the same manner as a budget under Section 16.4 of this Article. If the proposed special assessment pertains to the private road system only, then the Lot Owners of Lot 47 and Lot 48 shall not be entitled to vote nor subject to such special assessment. If the special assessment covers items which are not only part of the road budget but others which are part of the general budget, then the ratification process will be on the two parts in accordance with Section 16.4 above.

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

16.7. Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 16.1 and 16.2 shall be due and payable monthly.

16.8. Past Due Common Expense Payments. Any past due Common Expense assessment or installment thereof shall bear interest at the rate established by the Association but not to exceed eighteen (18) Percent per annum. Further, the Association may impose a late charge of not more than Ten Dollars (\$10.00) for each monthly Common Expense Assessment that is not paid within ten (10) days after it is due.

16.9. Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the calendar month after the first Lot is conveyed to a Lot Owner other than the Declarant and the Association makes a Common Expense Assessment.

ARTICLE XVII RIGHT TO ASSIGN FUTURE INCOME

Upon an affirmative majority vote of the Lot 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 XVIII COMPLIANCE WITH DECLARATION AND BYLAWS

18.1. Compliance with Instruments. All Lot Owners, tenants, mortgagees and occupants of Lots shall comply with this Declaration, the Bylaws, Rules and Regulations, and all related documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into a lease or the entering into occupancy of a Lot constitutes agreement that the provisions of this Declaration, the Bylaws, Rules and Regulations, and all related documents are accepted and ratified by such Lot Owner, tenant, mortgagee or occupant, and all such provisions are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Lot.

18.2. Adoption of Rules. The Executive Board may after notice and comment as provided in Section 21.1 of Article XXI, adopt reasonable Rules and Regulations regarding the use and occupancy of Lots and Common Elements.

ARTICLE XIX
INSURANCE

19.1. Maintaining Insurance. Commencing not later than the time of the first conveyance of a Lot to a Person other than Declarant, the Association shall obtain and maintain insurance as required by the Act and this Declaration, to the extent reasonably available, the cost of which shall be a Common Expense.

19.2. Hazard Insurance. The Association shall maintain hazard insurance for all Improvements, if any, constructed on the Common Elements in an amount equal to one hundred percent (100%) of the current replacement value of such Improvements, exclusive of land, excavations, foundations and other items normally excluded from hazard insurance policies. The Association also shall maintain hazard insurance in an amount equal to the actual cash value of personal property and supplies, if any, of the Association.

19.3. Liability Insurance. The Association shall maintain comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Executive Board but not less than One Million Dollars (\$1,000,000.00), single and combined limits, 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 areas under the supervision of the Association.

19.4. Other Provisions. Insurance policies carried pursuant to Sections 19.2 and 19.3 of this Article shall provide:

- (1) That the named insured is the Association for the use and benefit of the Lot Owners and that each Lot Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association;
- (2) That the insurer waives its right to subrogation under the policy against any Lot Owner or member of his household;
- (3) That no act or omission by any Lot Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
- (4) That the insurer issuing the policy may not cancel, refuse to renew, or substantially change it until thirty (30) days after notice of the proposed cancellation, non-renewal, or change has been mailed to the Association.

19.5. Insurance not Reasonably Available. If the insurance described in Sections 19.2 and 19.3 of this Article is not reasonably available, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Lot Owners.

19.6. Payment of Insurance Proceeds. Any loss covered by the property insurance policy under Section 19.2 or the flood insurance, if any, under Section 19.8 of this Article shall be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Security Interest (except as it may be acting as insurance trustee). The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Lot Owners and lien holders as their interests may appear. Subject to the provisions of Article XX, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association, Lot 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 Community either has been completely repaired or restored, or is terminated.

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

19.8. Flood Insurance. If any part of the Common Elements is located in an area designated by the appropriate federal agency as a "special flood hazard" area the Association shall obtain and maintain a policy of flood insurance covering all other insurable property, if any, within the Common Elements provided they are located within the special flood hazard area(s). Such coverage shall be in a minimum amount equal to the smaller of (1) one hundred percent (100%) of the current replacement cost (as at the inception of the policy and renewal dates thereof) of all buildings and other insurable property located in the special flood hazard area(s) or (2) the maximum coverage available for the property under the National Flood Insurance Program. The flood insurance policy shall meet the requirements of Section 19.4 of this Article.

19.9. Other Insurance. The Executive Board is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate.

19.10. Insurance Certificate. An insurer that has issued an insurance policy to the Association shall issue certificates or memoranda of insurance to the Association and, on written request to any Lot Owner.

ARTICLE XX DAMAGE TO OR DESTRUCTION OF THE COMMUNITY

20.1. Duty to Repair or Restore. Any portion of the Community for which insurance is required under Article XIX which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (1) the Community is terminated, in which case Section 47-237 of the Act shall apply; (2) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (3) eighty percent (80%) of Lot Owners, vote

not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

20.2. Certificates by the Executive Board. A trustee, if one is appointed under the provisions of Section 19.6 of Article XIX, may rely on the following certifications in writing made by the Executive Board:

- (a) Whether or not the damaged or destroyed Community 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.

ARTICLE XXI RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

21.1. Right to Notice and Comment. Before the Executive Board amends the Rules and Regulations, and at any other time the Executive Board so determines, the Lot Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Lot Owner in writing and shall be delivered personally or by mail to all Lot 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 Lot Owners. The notice shall be given not less than seven (7) days before the proposed action is to be taken. The right to notice and comment does not entitle a Lot Owner to be heard at a formally constituted meeting

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

21.3. Appeals. Any Person having a right to notice and hearing shall have the right to appeal to the Executive Board from a decision of Persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being

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

ARTICLE XXII OPEN MEETINGS

22.1. Access. All meetings of the Executive Board, at which action is to be taken by vote at such meeting shall be open to the Lot Owners, except as hereafter provided. Minutes of meetings of the Executive Board shall be available within fifteen (15) days after any such meeting for inspection by Lot Owners during normal business hours at a reasonable convenient location.

22.2. Notice. Written notice of every such meeting shall be mailed to Lot Owners not less than seventy-two hours prior to the time set for such meeting. Such notice will not be required if an emergency situation requires that the meeting be held without delay.

22.3. 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 Lot Owners, but only if either:

- (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 XXIII EXECUTIVE BOARD

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

- (a) Adopt and amend Bylaws, Rules and Regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;

- (c) Collect assessments for Common Expenses from Lot Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Lot Owners on matters affecting the Community;
- (g) Make contracts, borrow money and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to 47-254 of the Act;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;
- (l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, and for services provided to Lot Owners;
- (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, and the Bylaws, Rules and Regulations of the Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by 47-270 of the Act or statements of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;
- (p) Assign the Association's right to future income, including the right to receive Common Expense assessments;

- (q) Exercise any other powers conferred by this Declaration or the Bylaws;
- (r) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other powers necessary and proper for the governance and operation of the Association; and
- (t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Lot Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Lot 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.

23.2. Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend the Declaration (except to the extent specifically provided herein), to terminate the 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 to the extent permitted in the Bylaws.

ARTICLE XXIV MISCELLANEOUS

24.1. Captions. The captions contained in this Declaration, the Bylaws, Rules and Regulations, and any related document are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of any such document nor the intent of any provision thereof.

24.2. Gender. The use of the masculine gender includes reference to the feminine and neuter genders and the use of the singular includes reference to the plural, and vice versa, whenever the context of this Declaration, the Bylaws, Rules and Regulations, or any related document so requires.

24.3. Waiver. No provision contained in this Declaration, the Bylaws, Rules and Regulations, or any related document is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

24.4. Invalid. The invalidity of any provision of this Declaration, the Bylaws, Rules and Regulations, or any related document 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 this Declaration, the Bylaws, Rules and Regulations, or any related document shall continue in full force and effect.

24.5. Conflict. This Declaration, the Bylaws, Rules and Regulations, or any related document are intended to comply with the requirements of the Act and Chapter 602 of the Connecticut General Statutes. In the event of any conflict between this Declaration, the Bylaws, Rules and Regulations, or any related document and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration, the Bylaws, Rules and Regulations, or any related document, this Declaration shall control.

24.6. Execution of Documents. The president or secretary of the Association is responsible for preparing, executing, filing and recording amendments to this Declaration, the Bylaws, Rules and Regulations, or any related document.

24.7. Rights of Action. Subject to the limitations set forth herein and any other limitations imposed by the Act or the provisions of other applicable laws, the Association and any aggrieved Lot Owner shall have the right to an action, at law or in equity, against Lot Owners for failure to comply with the provisions of the Declaration, Bylaws, Rules and Regulations and/or any other restrictions applicable to all Lots that are contained in a recorded declaration executed by all Lot Owners or against the Association in connection with decisions of the Association made pursuant to the authority granted to it thereunder.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the 24th day of November, 1999.

Signed, Sealed and Delivered AVALON FARMS, LLC

in the presence of:

_____ By _____

Curtis V. Titus

Keith J. Sorensen

Its Manager

Carol A. Miller

STATE OF CONNECTICUT)

) ss: Southbury

COUNTY OF NEW HAVEN)

On this the 24th day of November, 1999, before me the undersigned officer, personally appeared Keith J. Sorensen, who acknowledged himself to be the Manager of Avalon Farms, LLC, a limited liability company, and that he as such Manager, being authorized so to do, executed the foregoing instrument for purposes therein contained, by signing the name of the limited liability company by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand.

Curtis V. Titus

Commissioner of the Superior Court