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Pilicy & Ryan, P.C.
PO BOX 760
Watertown, CT 06795

AMENDED AND RESTATED DECLARATION
OF
WALDEN WOODS
A Planned Community

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AMENDED AND RESTATED DECLARATION
OF
WALDEN WOODS
A Planned Community

This AMENDED DECLARATION was duly adopted by the Walden Woods Conservancy, Inc., on the day of , 2020.

The Association has voted to adopt the Connecticut Common Interest Ownership Act Codified at Section 47-200 et Seq., of the Connecticut General Statutes as amended by Connecticut Public Act No. 09-225. Accordingly, the affairs of the Association shall be governed in accordance with the provisions of the Connecticut Common Interest Ownership Act (C.G.S. Chapter 828) as the same may be amended from time to time. (The Act).

The Conservancy of Unit Owners of Walden Woods was established pursuant to Declaration recorded in Volume 780, Page 122 of the Windsor Land Records.

The Declaration and all amendments of Record are incorporated by reference into this Amended Declaration.

The Conservancy of Unit Owners of Walden Woods shall be governed by the provisions of this Amended and Restated Declaration, Amended Bylaws and as said Documents may be further amended at future dates.

ARTICLE 1
Definitions

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

Section 1.1 – Act. The Common Interest Ownership Act, Chapter 828, of the Connecticut General Statutes, as amended.

Section 1.2 – Allocated Interests. The undivided interest in the Association, the Common Expense liability and the Votes in the Association allocated to the Units in the Common Interest Community. The Allocated Interests are not changed by this Amended Declaration and Schedule A-2 is attached and a part of this Amended Declaration.

Section 1.3 – Assessment. The sums attributable to a unit and due to the Association pursuant to C.G.S. Section 47-257 of the Act, as amended.

Section 1.4 – Association. Walden Woods Conservancy Inc., a nonstock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to the Act, as amended.

Section 1.5 – Bylaws. “Bylaws” means the Documents, however denominated, that contain the procedures for conduct of the affairs of the Association regardless of the form in which the Association is organized, including any amendments to the Documents.

Section 1.6 – Common Elements. All portions of the Common Interest Community other than the Units. The boundaries of the Common Elements associated with each Council and the Conservancy are shown on the Survey.

Section 1.7 – Common Expenses. Common Expenses shall mean and include (without limitation) the following:

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

Section 1.8 – Common Interest Community. The Conservancy of Unit Owners of Walden Woods Planned Community.

Section 1.9 – Conservancy Area. All portions of the Common Interest Community that are not part of a Council Area.

Section 1.10 – Conservancy Board. The Board of Directors or Executive Board of the Association pursuant to subsections 47-245(a) and (b) of the Act and Sections 33-1080 through 33-1130 of the Connecticut Revised Nonstock Corporation Act, except where superseded by the Act. The terms Conservancy Board, Board of Directors, Executive Board and Board are used interchangeably.

Section 1.11 – Council. A group of Units, having common characteristics and designated on the Table of Interest (Schedule A-2). There shall be a Townhome Council consisting of 88 Townhome Units, a Village Council consisting of 72 Village Home Units, a Ridge Council consisting of 30 Ridge Home Units, a Duplex Council consisting of 92 Duplex Home Units and a Woodmoor Council consisting of 54 Woodmoor Lot Units.

Section 1.12 – Council Area. The Units in each Council and the Common Elements in the vicinity of these Units as shown on the Survey. Council Boundaries are described in Schedule A-1 and shown on the Survey.

Section 1.13 – Council Board. A committee of the Conservancy Board elected by specific Councils and having the powers to administer specific Councils pursuant to the Declaration and Bylaws.

Section 1.14 – Council Common Expenses. Common Expenses relating to less than all of the Council Areas or for services provided by the Association that differ significantly from one Council Area to another. Council Common Expenses are more particularly described in Section 19.2.1.

Section 1.15 – Damaged or Destroyed. A portion of the Common Interest Community is Damaged or Destroyed (suffers Damage or Destruction) if it suffers physical damage of a type and caused by an occurrence of a type covered by the casualty insurance required by Section 47-255 of the Act, as amended, or by this Declaration, or for which insurance carried by the Association is in effect.

Section 1.16 – Declaration. The Amended and Restated Declaration.

Section 1.17 – Director. A member of the Conservancy Board.

Section 1.18 – Documents. The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, as amended, the Bylaws and the Rules as they may be amended from time to time. Any exhibit, schedule or certificate accompanying a Document is part of that Document. The most current documents are maintained by the Conservancy Board Secretary, designee, or the Management Company.

Section 1.19 – Duplex Home. See Unit.

Section 1.20 – Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it

has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article 18.

Section 1.21 – Eligible Mortgagee. The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article 18.

Section 1.22 – Floor Plans. The floor plans filed with the initial Declaration, as amended.

Section 1.23 – Garage Unit. Garage Units do not exist notwithstanding references to same in the initial Declaration.

Section 1.24 – Improvements. Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to buildings, paving, utility wires, pipes and light poles.

Section 1.25 – Limited Common Elements. A portion of the Common Elements allocated by this Declaration or by the operation of the Act, as amended, for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in this Common Interest Community are described in Article 5 of this Declaration.

Section 1.26 – Majority of Unit Owners. The owners of more than 50% of the Votes in the Association. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means such percentage, portion or fraction in the aggregate of the Votes.

Section 1.27 – Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community, its Councils and the Association.

Section 1.28 – Meeting House. That structure on the Village Green which together with the loop road in front thereof became a Conservancy Common Element.

Section 1.29 – Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to comment thereon. These provisions are set forth in Section 24.1 of this Declaration.

Section 1.30 – Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association and their right to be heard thereon. These provisions are set forth in Section 24.2 of this Declaration.

Section 1.31 – Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency or other legal or commercial entity.

Section 1.32 – Plans. The plans filed with the initial Declaration, as amended, in the Windsor Land Records, incorporated herein by reference.

Section 1.33 – Property. The land, all improvements, and all easements, rights and appurtenances belonging thereto, which have been submitted to the provisions of the Act, as amended, by the initial Declaration, as amended.

Section 1.34 – Record. “Record”, used as a noun, means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

Section 1.35 – Ridge Home. See Unit.

Section 1.36 – Rule. “Rule” means a policy, guideline, restriction, procedure or regulation of the Association, however denominated, which is adopted by the Association, which is not set forth in the Declaration or Bylaws and which governs the conduct of persons or the use or appearance of property.

Section 1.37 – Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment for performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.38 – Standards Committee. That committee designated by the Conservancy Board as responsible for administration and review of architectural and design restrictions, and for periodic review of the use and occupancy restrictions as set out in Article 10 of this Declaration. The composition of the Standards Committee is set out in subsection 13.1. The Standards Committee is advisory in nature. It shall report to the Conservancy Board but only the Conservancy Board shall have authority to make decisions or take enforcement action.

Section 1.39 – Survey. The survey filed with the initial Declaration as Schedules and as filed with Amendments to the Declaration. The Survey filed on the Windsor Land Records, as supplemented by the Complication Plan, are incorporated by reference herein.

Section 1.40 – Townhome. See Unit.

Section 1.41 – Trustee. The person or entity which may be designated by the Conservancy 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 Conservancy Board acting by majority vote, as executed by the President and attested by the Secretary shall serve as the Trustee.

Section 1.42 – Unit or Residential Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.3 of this Declaration. A Unit is designed primarily for use as a private residence. The use of Units is limited and regulated by the provisions of Article 10 and other provisions of this Declaration.

A Unit is designated on the Survey and Plans or in Schedule A-2 and is for occupancy by a single family as restricted in the Declaration. A portion of the Unit may be used as a “garage”, for the storage of motor vehicles and related accessory storage uses. Each Residential Unit shall be designated as one of the following on Schedule A-2:

- (i) Woodmoor Lot: A lot designated on the Surveys or in Schedule A-2 which may be used as a single-family house lot as restricted by the Declaration. There are 54 Woodmoor Lots
- (ii) Duplex Home: A portion of a building designated on the Survey and Plans or in Schedule A-2 which may be used as a residence as restricted by the Declaration. There shall be two Units in each building containing a Duplex Home. There are 92 Duplex Units
- (iii) Townhome: A portion of a building designated on the Survey and Plans or in Schedule A-2 which may be used as a residence as restricted by the Declaration. There shall be no less than two nor more than four Units in each building containing a Townhome. There are 88 Townhome Units

- (iv) Village Home: A building or a portion of a building designated on the Survey and Plans or in Schedule A-2 which may be used as a residence as restricted by the Declaration. There are 72 Village Units
- (v) Ridge Home: A building designated on the Survey and Plans or in Schedule A-2 which may be used as a residence as restricted by the Declaration. There are 30 Ridge Units

Section 1.43 – Unit Owner. The person or persons owning a Unit in fee simple absolute and an undivided interest in the Association in the percentage specified and established in this Declaration.

Section 1.44 – Village Green. That area shown on the Survey and Plans that is enclosed by the streets named Walden Meadow Road and On The Green.

Section 1.45 – Village Home. See Unit.

Section 1.46 – Votes. The votes allocated to each Unit.

Section 1.47 – Woodmoor Lot. See Unit.

ARTICLE 2

Name and Type of Common Interest, Community and Association

Section 2.1 – Common Interest Community. The name of the Common Interest Community is The Conservancy of Unit Owners of Walden Woods or Walden Woods. The Common Interest Community is a Planned Community.

Section 2.2 – Association. The name of the Association is Walden Woods Conservancy Inc. It is a nonstock corporation organized under the laws of the State of Connecticut.

ARTICLE 3

Description of Land

The Common Interest Community and all additional land is situated in the Town of Windsor, Connecticut. A legal description of the Common Interest Community is attached to this Declaration as Schedule A-1.

ARTICLE 4
Number of Units; Boundaries of Units

Section 4.1 – Number of Units. The Common Interest Community contains three hundred thirty-six (336) Residential Units.

Section 4.2 – Identification of Units. All Units are identified by number and are shown on the survey or plans or both on file in the Windsor Land Records and identified in Schedule A-2 attached hereto.

Section 4.3 – Boundaries of Units. The boundaries of each Unit are the planes or surfaces located as shown on the Survey and Plans and are more particularly described in the balance of this Subsection.

- (a) Duplex Homes and Townhomes.
 - (i) Upper Boundary: The horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams, and rafters and of closed fireplace dampers, extended to an intersection with the vertical perimeter boundaries.
 - a. The upper boundary includes the following: The outside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials are included within the Unit:
 - (A) Lath;
 - (B) Furring;
 - (C) Wallboard;
 - (D) Plasterboard;
 - (E) Plaster, joint compound, and joint tape;
 - (F) Paneling;
 - (G) Tiles;
 - (H) Wallpaper;
 - (I) Closed dampers of fireplaces;
 - (J) Finish trim, paint, and any other materials constituting any part of the finished surfaces of the ceilings;
 - (K) Ceiling hatchway doors, and their jambs, frames, hardware, and trim;
 - (L) Ventilation grilles and trim; and
 - (M) Ceiling lights outlets, switches and fixtures, including enclosures and trim.

- b. The inside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials are excluded from the Unit:
 - (A) Covered Structural elements, including studs, rafters, beams, and hardware; and
 - (B) Visible Structural elements, beneath their finishes.;

- (ii) Lower Boundary: The horizontal plane or planes of the undecorated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries and open horizontal unfinished interior surfaces of trim, sills, and structural components.
 - a. The Lower Boundary includes the following: The outside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials are included within the Unit:
 - (A) Tiles;
 - (B) Floorboards;
 - (C) Resilient finished floor covering, including, linoleum, asbestos, vinyl, and rolled plastic flooring material;
 - (D) Finished flooring, finish trim, and any other materials constituting any part of the finished surfaces of the floor;
 - (E) Finish trim, paint, and any other materials constituting any part of the finished surfaces of the floors;
 - (F) Ventilation grilles and trim;
 - (G) Switches, lights, outlets and fixtures, including enclosures and trim;
 - (H) Wall-to-wall installed carpet;
 - (I) Plumbing fixtures, including faucets, sinks, bathtubs, shower enclosures, and toilets; and
 - (J) Cabinets and enclosures.

 - b. The inside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials are excluded from the Unit:
 - (A) Covered Structural elements, including rafters, joists, beams, and hardware;
 - (B) Visible Structural elements, beneath their finishes;
 - (C) Sub-flooring;

- (D) Fireplace surfaces and hearths; and
- (E) Poured concrete and Gypcrete floors.

(iii) Vertical Boundary: The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished exterior surfaces of the interior trim, fireplaces and thresholds along perimeter walls and floors; the unfinished interior surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing

a. The Vertical Boundaries include the following: The outside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials are included within the Unit:

- (A) Lath;
- (B) Furring;
- (C) Wallboard;
- (D) Plasterboard;
- (E) Plaster, joint compound, and joint tape;
- (F) Paneling;
- (G) Tiles;
- (H) Wallpaper;
- (I) Finish trim, paint, and any other materials constituting any part of the finished surfaces of the walls, with the exception that interior, and non-bearing partition walls are a part of the Unit;
- (J) Ventilation grilles and trim;
- (K) Wall lights, outlets, switches and fixtures, including enclosures and trim;
- (L) Plumbing fixtures, including faucets, sinks, bathtubs, shower enclosures, and toilets; and
- (M) Cabinets and enclosures.

b. The inside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials are excluded from the Unit:

- (A) The unfinished surfaces of windows, sills, frames, trim, and hardware;
- (B) The unfinished surfaces of exterior doors, jambs, sills, frames, trim, and hardware;

- (C) Visible Structural elements, beneath their finishes; and
 - (D) Covered Structural elements, including studs, rafters, beams, poured concrete or masonry, and hardware;
- (iv) Additional Inclusions. Each Unit will include the following, the surfaces of which constitute the boundaries of the Unit, whether or not such spaces are contiguous:
- a. The spaces and Improvements lying within the boundaries described in Paragraphs 4.3(i),(ii)&(iii) above; including the garages, attics, crawl spaces and basements;
 - b. The spaces and the Improvements within such spaces containing electrical switches and outlets, circuit breakers, wiring, pipes, valves, ducts, conduits, smoke, fire, burglar and other alarm systems, sprinklers, meters, meter boxes and telecommunication systems serving such Unit exclusively, but located outside of the boundaries described in Paragraphs 4.3(i)(ii)&(iii) above.
 - c. Decorative elements affixed to and penetrating the walls, ceilings or floors; and
 - d. Any space heating, water heating, or air conditioning machinery or equipment, serving such Unit exclusively, together with any pipes, wires, ducts, serving such machinery or equipment.

(b) Village Homes and Ridge Homes.

- (i) Upper Boundary: The horizontal or sloping plane or planes of the unfinished upper surfaces of the roof, above and including the shingles, flashings, and other roof or upper surface finishes extended to an intersection with the vertical perimeter boundaries.
- (ii) Lower Boundary: The horizontal plane or planes of the lower surfaces of slabs, footings, or other structural components supporting the building, and the lower surfaces of cantilevered, or extended structural components extended to an intersection with the vertical perimeter boundaries and lower horizontal unfinished interior

surfaces of trim, sills, and structural components affixed to the buildings.

- (iii) Vertical Perimeter Boundaries: The planes defined by the outer finished surfaces of the Improvements, including, but not limited to, siding, windows, trims, doors, gutters, downspouts, leaders, and electrical and accessory elements fastened to the building on the perimeter walls; the finished outer surfaces of poured concrete walls and footing walls; the finished exterior surfaces of chimneys, and other exterior masonry surfaces and thresholds along perimeter walls and floors; the finished exterior surfaces of closed windows and closed perimeter doors; and the outermost finished planes of all walls, fences, railings, columns, partitions, and the middle of all partition walls between separate Units. The Unit boundary where two Units are joined together shall be the center line of the common wall.
- (iv) Inclusions: Each Unit will include the spaces and Improvements lying within the boundaries described in Section 4.3(b) (i)(ii)&(iii), above, and will also include the spaces and the Improvements within such spaces containing any water heating and all electrical switches, wiring, pipes, ducts, conduits, smoke detector system and television, telephone, and electrical receptacles and light fixtures, mechanical components and storage and other boxes or enclosures fastened to the building serving that Unit exclusively, the surface of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous. Garages are a part of the Units.
- (v) Exclusions: Except when specifically included by other provisions of Section 4.3, the following are excluded from each Unit: the spaces and Improvements lying outside of the boundaries described in Section 4.3 (b) (i)(ii)&(iii), above, and all chutes, pipes, flues, ducts, wires, conduits, and other facilities running through or within any interior wall or partition for the purpose of furnishing utility and similar services to other Units and Common Elements. Pipes, ducts, cables and electrical services will be Common Elements only from the principal shut off valve or switch box serving a single Unit, outward.
- (vi) Non-Contiguous Portions: Certain Units may include special portions, pieces or equipment such as air conditioning compressors, meter boxes, utility connection structures and storage portions situated in buildings or structures that are detached or semidetached from the buildings containing the principal occupied portion of the

Units. Such special equipment and storage portions are a part of the Unit notwithstanding their lack of contiguity with the residential portions.

- (c) Woodmoor Lot Units: The boundaries are shown as the boundaries of the lots on the Survey and the lot Deeds. There are no horizontal boundaries. The Woodmoor Lot Units include, within the boundaries of the Units, all portions of any pipes, laterals, conduits, and other improvements serving the Unit exclusively.
- (d) Easements for Structures Serving Other Units or Common Elements and Access. Units are subject to easements for Common Elements that are located inside the surfaces defining the ceiling, floor, and wall boundaries, such as common pipes, ducts, chases, and utility lines. The boundaries of these easements are the interior, unfinished surface of ceilings and enclosures of such elements, or the surfaces of such elements if not so enclosed, and the plane of the studs and framing, or if there is none, the surface of the wallboard away from the Unit of demising partition walls separating living area of such Unit from the enclosure for those elements, or the surface of the element if not enclosed. The Unit Owner and the Association have an easement for access for repair and maintenance over and through the adjoining Common Elements and Units, and an easement for pipes, ducts, utility ways and chases, access stairs, and fences passing through the other Units or Common Elements and serving the dominant Unit or Common Elements exclusively. Such physical structures, including party walls serving two Units or both a Unit and a Common Element, will be shared through a mutual nonexclusive easement of enjoyment for all purposes for which the Improvements and their replacements were intended. Reasonable access for repairs and Improvements to physical Improvements in Common Elements serving a Unit adjoining a Common Element or another Unit may be made by the Unit Owner of the dominant Unit or Limited Common Elements at reasonable times upon notice to any affected Unit Owner. Access for emergency repairs may be made through the Association at any time.
- (e) Monuments as Boundaries. Physical Improvements described as defining the boundaries will be monuments of title as described in Section 47-233 of the Act, regardless of the location of the boundary as shown on the Survey or Plans.
- (f) Inconsistency with Survey or Plans: If this definition is inconsistent with the Survey or Plans, then this definition shall control.

- (g) If construction, reconstruction repair, shifting, settlement, or other movement of any portion of the Improvements results either in the common areas encroaching on any Unit, or in a Unit encroaching in the common areas or another Unit, a valid easement shall be created for both the encroachment and its maintenance. The easement will extend for whatever period the encroachment exists.
- (h) The Survey identifies the boundaries of each Council and is incorporated herein by reference.

ARTICLE 5

Limited Common Elements

Section 5.1 – Limited Common Elements. Woodmoor Lot Units do not have Limited Common Elements.

The following portions of the Council Common Elements are Limited Common Elements assigned to the remaining Units as stated:

- (i) As to All Units other than Woodmoor Lot Units:
 - (a) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.
 - (b) Stoops and steps at the entrances to each building, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.
 - (c) Heating, ventilating, air conditioning components, compressors, and all electrical switches, television, telephone electrical receptacles and light switches serving one unit exclusively are Limited Common Elements of the Unit which they serve.
 - (d) Mailboxes, name plates, and exterior lighting affixed to the building shall be Limited Common Elements allocated to the Unit served. Each Unit Owner shall be responsible for his or her mailbox key.

- (e) Certain yards, fenced in yards, patios, decks and balconies at the entrances and/or adjacent to each Unit as designated on the Survey, the Plans or both are Limited Common Elements. The entire yard area associated with a Ridge Unit, regardless of whether any portion is fenced in, is a Limited Common Element allocated to that Units. With respect to the yard areas surrounding a Village Unit, only the fenced in portion of the yard is a Limited Common Element allocated to that Unit.
 - (f) Driveways and walks in front of Units, the use of which is limited to the Units to which they are assigned as shown on the Survey and Plans.
- (ii) As to Townhome and Duplex Units:
- (a) Any shutters, awnings, doorsteps, stoops, porches, decks, patios and all other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
 - (b) Storm windows, exterior windows, storm doors, exterior doors, garage doors, and slider doors, if any, shall be Limited Common Elements of the Unit which they serve.
 - (c) Attic space above each Unit, the use of which is limited to the Unit beneath it.
 - (d) Stairways, the use of which is limited to certain Units as shown on the Plans.
 - (e) Chimneys, the use of which are limited to the Unit in which their fireplace is located. In the event of a multiple flue Chimney, each flue shall be a Limited Common Element of its Unit containing its fireplace, while the Chimney will be a Limited Common Element for both Units.
 - (f) Sprinklers in buildings containing three or more Units are Limited Common Elements allocated to the Unit(s) served.
 - (g) Utility areas, the use of which is limited to the Unit or Units as shown on the Plans are Limited Common Elements.
 - (h) Exterior surfaces, trim, siding and doors (including garage doors) are Limited Common Elements allocated to the Townhomes and Duplex Homes.
 - (i) Roads, not conveyed to the Town of Windsor, servicing the Units in one or more Councils, but less than all of the Councils are Limited Common Elements allocated to the Units in the Council or Councils served by the road. The Green road services the Meeting House and is a Common Element.

- (j) Special areas of Common Elements may be designated Council Areas on the Survey. Within such Council Areas, Councils may cause the provision of special services or landscaping pursuant to Section 28, and with the consent of the Conservancy Board, may pass Rules affecting the use and enjoyment of such Council Areas.
- (k) Portions, pieces or equipment such as compressors, meter boxes, utility connections and structures which are detached or semidetached from a Duplex Home Unit or a Townhome Unit and which service such a Unit are Limited Common Elements.

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

Section 5.2 – Easements to Limited Common Element. Each Unit Owner shall have a right to and an exclusive easement for the use of the Limited Common Element allocated to the Unit owned by such party. The Fee ownership of the Limited Common Elements, however, shall be vested in the Association.

Section 5.3 – Compliance with Maintenance Standards. Each Unit Owner shall be responsible to comply with all written maintenance standards of the Association in order to prevent damage to units, Limited Common Elements, or Common Elements. Written maintenance standards may be established and amended from time to time by the Conservancy Board.

ARTICLE 6 Maintenance, Repair and Replacement

Section 6.1 – Common Elements. The Association shall maintain, repair and replace all of the Common Elements except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

Section 6.1.2 – Special Provisions for the Maintenance of Certain Trees. Notwithstanding any provision of this Declaration to the contrary, expenditures for maintenance of trees within a Conservancy area bordering a Council area will be made only by majority vote of the Conservancy Board, or by the Manager within the limits of spending given to the Manager. Such expenditures shall be made only when required by law, or to remedy hazards to individuals or to Units. Expenditures for aesthetic purposes (clearing of brush, undergrowth, etc.) in such locations will be approved only if

the Council requesting the work agrees to pay for the requested aesthetic expenditure as a Council expense.

Section 6.2 – Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except the portion to be maintained, repaired or replaced by the Association. By Rule, the Association may adopt additional standards concerning maintenance repair and replacement of Units for the purpose of avoiding adverse effects on the condition, use, or enjoyment of other Units or the Common Elements.

Section 6.3 – Limited Common Elements. Each Unit Owner shall be solely responsible for the maintenance, repair and replacement of all Limited Common Elements allocated to his or her Unit except as provided below:

- (a) Each Council shall be responsible to maintain, repair and replace the following Limited Common Elements:
 - (i) As to All Units other than Woodmoor Lot Units:
 - i. Mailboxes.
 - (ii) As to Townhome and Duplex Units:
 - i. Any shutters, doorsteps, stoops, porches, decks, patios and all other fixtures designed to serve a single Unit but located outside the Unit's boundaries.
 - ii. Stoops and steps at the entrances to each building, which provide access to less than all Units.
 - iii. Decks, porches and columns.
 - iv. Driveways.
 - v. Lawn/plantings.
 - vi. Fences.
 - vii. Walkways and sidewalks.
 - viii. Chimneys exterior masonry.

- ix. Exterior surfaces, trim, siding and doors (excluding garage doors).
- x. Snow Removal from Driveways, walkways and front steps.

(iii) As to Village Units

- i. Driveways.
 - ii. Lawn/plantings outside the Unit's fence.
 - iii. Fences.
 - iv. Walkways and sidewalks.
 - v. Snow Removal from Driveways, walkways and front steps.
- (b) In the event that a Limited Common Element is not maintained in conformance with the standards of the Common Interest Community, the Association, after notice and hearing, may repair, restore or maintain such Limited Common Element to the standards of the Common Interest Community. All expenses incurred by the Association shall be at the expense of the Unit Owner to which such Limited Common Element is allocated and shall be chargeable against the Unit as a Common Expense in accordance with this section.
- (c) If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.
- (d) Notwithstanding anything to the contrary contained in this Declaration, each Unit Owner will be responsible for the care and maintenance of all vegetation and Improvements planted or made by the Unit Owner in a yard area which is a Limited Common Element appurtenant to his or her Unit. In the event such additional Improvement or planting deteriorates, becomes unsightly or is inconsistent with conditions of installation, upon Notice and Hearing, it may be removed or repaired at the Unit Owner's expense.
- (e) Each Unit Owner shall be responsible for removing all snow, leaves and debris from all rear porches, rear patios, rear steps, rear stoops, decks and balconies, if any, which are part of his or her Unit or a Limited Common Element allocated to his or her Unit.

Section 6.4 – Access. Any person authorized by the Conservancy Board or a Council Board shall 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, for the purpose of performing installations, alterations or repairs and for the purpose of reading, repairing or replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry to a Unit or enclosed Limited Common Element are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner consistent with the availability of contractors and others employed or engaged by the Association. Such right of access may be exercised without Unit Owner notice if there is reason to believe a unit is not occupied in order to make certain heat is being maintained in the unit or its enclosed Limited Common Elements. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time. If a Unit Owner fails to permit access to a Unit as reasonably requested by the Association, the Association may seek a court order to allow access to the unit without the Unit Owner's consent. In such case, any cost and attorney's fee of obtaining such court order shall be assessed to the Unit Owner's account. If a Unit is damaged as a result of access obtained under this Section, the Association will be responsible for the prompt repair of the Unit, except as provided in Subsection 19.2(f) and Subsection 19.2(i) of the Amended Declaration.

The Association' right to access the Woodmoor Lots, and the Limited Common Elements of the Village Units and Ridge Units is restricted to the following purposes:

- (i) Access is restricted to exterior portions only of the Village Units and Ridge Units.
- (ii) Access Requires the Unit Owner's consent, an active emergency where 9-1-1 is called or pursuant to a Court Order.
- (iii) Notwithstanding paragraph (ii) above, following Notice and Hearing, the Board may engage a contractor to perform lawn maintenance and weeding of a Unit's exterior beds.

Section 6.5 – Repairs Resulting From Willful Misconduct, Gross Negligence and/or Failure to Comply with a Written Maintenance Standard. The cost to repair damage to any Townhome Unit or Duplex Unit or Common Element caused by willful misconduct, gross negligence or the failure to comply with a written Maintenance Standard promulgated by the Association by any Unit Owner, tenant, guest or invitee of a Unit Owner or tenant shall be assessed in accordance with Article 19.2(i) of this Amended Declaration.

To the extent the loss is not a covered loss per the Master Insurance Policy, each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by the Unit Owner's failure to properly maintain, repair or make replacements to the Owner's Unit or the Limited Common Elements for which the Unit Owner is responsible. 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.

Section 6.6 – Failure to Maintain, Repair and Replace.

- (a) If a Unit Owner unreasonably fails to Maintain, Repair or Replace his or her Unit or any other portion of the Common Interest Community for which the Unit Owner is responsible after the Unit Owner knew or should have known that such Maintenance, Repair or Replacement was needed, and such failure causes damage to another Unit or to the Common Elements, the Unit Owner shall reimburse the owner of the damaged Unit, and/or the Association, as the case may be, for the cost of repairing the damage in excess of any insurance proceeds received by the Association under its insurance policy, whether the portion results from the application of a deductible or otherwise.
- (b) If the Association unreasonably fails to Maintain, Repair or Replace the Common Elements or any other portion of the Common Interest Community for which it is responsible after the Association knew or should have known that such Maintenance, Repair or Replacement was needed, and such failure causes damage to a Unit,
 - (i) If the damage is covered by the Association's insurance policy, the Association shall repair it in accordance with Article 22 of this Declaration; or
 - (ii) If the damage is not covered by the Association's insurance policy, the Association shall reimburse the Owner of the damaged Unit for the cost of repairing the damage.
- (c) If a Unit Owner fails to Maintain, Repair or Replace his or her Unit or any other portion of the Common Interest Community for which the Unit Owner is responsible and such failure creates a condition that threatens another Unit or the Common Elements, the Association may take such actions as are necessary to correct such condition without prior notice or with only such prior notice as can reasonably be given consistent with the threat. If the Association does take such action, the Unit Owner shall reimburse the Association for the cost of correcting the condition.

- (d) The Conservancy Board, Council Board or a designated Agent, shall have the sole discretion and authorization to enter any Townhome Unit or Duplex Unit during the months of November through April of each year for the purpose of determining whether the heat is on in the Unit and/or whether the Unit has been winterized. The Conservancy Board or the Council Board shall have the sole discretion and authorization to turn heat on and/or winterize any Townhome Unit or Duplex Unit it determines is not heated and/or winterized. All costs, including reasonable attorney's fees, shall be assessed back to the Unit Owner.

Section 6.7 – Inspection, Repair and Replacement of High Risk Components.

- (a) Notwithstanding the provisions of this Article 6, the Conservancy Board may, from time to time, after Notice and Comment, determine that certain portions of the Townhome Unit or Duplex Units required to be maintained by the Unit Owners, or certain objects, fixtures or components within the Townhome Units or Duplex Units, pose a particular risk of damage to other Units and to the Common Elements if they are not properly inspected, maintained, repaired or replaced. By way of example, but not of limitation, these portions, objects, fixtures or components might include smoke detectors, washer hoses, chimneys and water heaters. In this Section 6.7, those items determined by the Conservancy Board to pose such a particular risk are referred to as "High Risk Components."
- (b) At the same time that it designates a "High Risk Component" or at a later time, the Conservancy Board, after Notice and Comment, may require one or more of the following with regard to the High-Risk Component:
- (i) That it be inspected at specified intervals by the Association or an inspector or inspectors designated by the Association, or an inspector or inspectors having particular licenses, training or professional certification.
 - (ii) That it be replaced or repaired at specified intervals, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective.
 - (iii) That it be replaced or repaired with items or components meeting particular standards or specifications established by the Conservancy Board.

- (iv) That when it is repaired or replaced, the installation include additional components or installations specified by the Conservancy Board.
 - (v) That it be repaired or replaced by contractors having particular licenses, training or professional certification or by contractors approved by the Association.
 - (vi) If the replacement or repair is completed by a Unit Owner, that it be inspected by a person designated by the Association, or an inspector or inspectors having particular licenses, training or professional certification.
- (c) The imposition of requirements by the Conservancy Board under Subsection 6.7(b) shall not relieve a Unit Owner of his or her obligations under Section 6.2 of this Article, including, but not limited to, the obligation to perform and pay for repairs, maintenance, and replacement.
- (d) If any Unit Owner fails to repair, maintain or replace a High-Risk Component, or have the High Risk Component inspected, in accordance with the requirements established by the Conservancy Board under this Section 6.7, the Association may, in addition to any other rights and powers granted to it under the Documents and the Act:
- (i) Enter the Unit in accordance with Section 6.4, and inspect, repair, maintain or replace the High-Risk Component, and charge the cost to the Unit Owner as a common expense attributable to the Unit under Section 19.2;
 - (ii) Fine the Unit Owner or the occupant of the Unit or both; and
 - (iii) Bring an action against the Unit Owner for specific performance of the Unit Owner's duties under this Section 6.7.

Section 6.8 – Conduct of Maintenance, Repair and Replacement by the Association. The Association, acting at the direction of the Conservancy Board, and not the Unit Owner of any affected Unit, shall have the exclusive authority to select, contract with, direct, retain and replace all contractors and vendors for all activities to Maintain, Repair and Replace portions of the Property for which funds of the Association are used or to be used.

ARTICLE 7
Subsequently Allocated Limited Common Elements

Common Elements may be subsequently allocated as Limited Common Elements only in accordance with this Declaration.

ARTICLE 8
Development Rights and Special Declarant Rights

There are no remaining Development Rights or Special Declarant Rights.

ARTICLE 9
Membership and Allocated Interests

Section 9.1 – Allocation of Interests. Schedule A-2, describing Unit numbers and their Allocated Interests, is attached as an Exhibit to the initial Declaration, prior Amendments and this Amended and Restated Declaration. These interests have been allocated in accordance with the formulas set out in this Article 9. This Amended Declaration contains no change to the Allocation of Interests. The Allocation of Interests are shown on Schedule A-2 of this Amended Declaration.

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

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

(b) Common Expense Liability. The percentage of liability for Common Expenses allocated to each Unit is based on the following: Each Residential Unit will have one share in the Common Expenses of the Conservancy and within each Council, each Unit will have one share in the Common Expenses of that Council; as shown on Schedule A-2. Nothing contained in the Subsection shall prohibit certain common expenses from being apportioned to particular units under Article 19 of this Declaration.

Section 9.3 – Membership. Every Unit owner shall be a member of the Association.

ARTICLE 10
Restrictions on Use, Alienation, Occupancy and Leasing

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

- (a) Each Residential Unit is restricted to residential use as a single-family residence except, to the extent permitted by law, for home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage requirements. No sign indicating commercial uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping Unit, 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 as designated on the plans on file with the building official of Windsor. The use of all facilities is restricted to residents of the Community.
- (b) Garages are restricted to use by the Unit Owners as storage and as a parking space for vehicles. Vehicles must fit entirely within the garage with the garage doors closed.
- (c) Nothing may be done or kept in any Unit which will increase the rate of the Association's insurance of the buildings or the contents thereof beyond the "rates applicable for residential apartments without prior written consent of the Conservancy Board. No Unit Owner may permit anything to be done or kept in the Unit Owner's Unit which will result in the cancellation of the Association's insurance on any of the buildings or the contents thereof or which would be in violation of any law. The basements of Duplex Units and Townhome Units shall not include a kitchen, kitchenette, or bedroom.
- (d) No noxious or offensive activities may be carried on in any Unit or Common Element or Limited Common Element, nor may anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof will be observed. Each Unit Owner will be obligated to maintain his own Unit and keep it in good order and repair.
- (e) No immoral, improper, or offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all Governmental bodies having jurisdiction thereof shall be observed. Provisions of the laws, orders, rules, regulations or requirements of any Governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the affected Unit Owners or the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

- (f) Nothing may be done to any Unit which will impair the structural integrity of the building or buildings or which will structurally change them. 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 clothes, sheets, blankets, laundry of any kind, or any other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.
- (h) Draperies, blinds, shades, or curtains must be installed by each Unit Owner on all windows of a Unit and must be maintained on said windows at all times.
- (i) There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior written consent of the Conservancy Board.
- (j) Except to the extent permitted by law, Unit Owners and residents shall not cause or permit anything to be hung or displayed on the outside windows or placed on the outside walls or Limited Common Elements of any of the Buildings; and no sign, awning, canopies, shutters, radio or television antennas shall be affixed to or placed upon the Limited Common Elements, Common Elements, exterior walls or roofs or any part thereof without the prior written consent of the Conservancy Board.
- (k) The use of Common Elements, Units and Limited Common Elements are subject to the Declaration, Bylaws and the Rules of the Association.

Section 10.1.2 – Occupancy Restrictions. The following occupancy restrictions apply to all Units:

- (a) Unit Owners of Units other than the Woodmoor Lot Units and Units owned by the Declarant will not cause or permit anything to be hung or displayed on the windows or placed on the outside walls of any of the buildings. No signs, awnings, canopies, shutters, radio or television antennae will be affixed to or placed upon the exterior walls or roofs or any part of the building exterior without the prior consent of the Conservancy Board, nor will they cause or permit anything to be hung or displayed on the inside of windows intended to be seen from the outside except for normal residential furnishings and building standard drapes and blinds of a light color determined by the Conservancy Board, including without limiting the foregoing, "For Sale" signs, etc. Clotheslines

will be permitted only in the Woodmoor Lot Units and only if they are not visible from the street. No sign indicating commercial uses may be displayed outside a Unit.

- (b) Subject to Section 10.1(l) above, no industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise, except for home professional pursuits without visits from the public, may be conducted, maintained or permitted on any part of the Property.
- (c) No Unit Owner except Woodmoor Lot Unit Owners shall raise, breed or keep animals, birds or reptiles of any kind in the Common Interest Community except for: (i) no more than two dogs of gentle disposition; or (ii) no more than two cats; or (iii) no more than one dog together with one cat; or (iv) usual domestic birds in cages and fish in tanks; or (v) other household pets which may be approved and licensed by the Conservancy Board or the Manager as to compatibility with the Community. No Unit Owner including Woodmoor Lot Unit Owners shall keep, breed or maintain pets for any commercial purpose. Any pet causing or creating an unreasonable disturbance or noise will be permanently removed from the Property upon three (3) calendar days written Notice and Hearing from the Conservancy Board. In no event will any dog be permitted in any portion of the Common Elements unless carried or on a leash; no dog will be curbed in any courtyard or close to any patio, except in street or special areas designated by the Conservancy Board. The Owner will compensate any person hurt or bitten by any pet, will be responsible for the repair of any damage to property and will hold the Association harmless from any expense or claim resulting from any action whatsoever of the Unit Owner's pet or the pets of any guests or visitors.
- (d) A smoke detector must be installed, and operative, in every Unit; continued operation is the responsibility solely of the Unit Owner.
- (e) All Persons authorized to occupy or use the Common Elements shall be at all times subject to the Bylaws and the Rules as may be prescribed and established by the Conservancy Board. Each occupant may use the Common Elements in accordance with the purposes for which they were designed without hindering or encroaching upon the rights of other occupants or their invitees. Any directories or signs shall comply with the zoning regulations of the Town of Windsor and be of a style consistent with the community and approved by the Conservancy Board. Parking on any part of the Property is forbidden except in parking spaces in accordance with applicable Rules.
- (f) Single families shall be defined as a group of individuals, living together as a single, non-commercial, non-profit household cooking and eating together with a common kitchen and dining area. No more than two persons in number per bedroom as designated on the building plans filed with the Town of Windsor

building official may occupy a Unit. All persons within the household shall be either related by blood, adoption, guardianship, or marriage, or unrelated persons may occupy the Unit as a household provided there is no more than one such unrelated individual per bedroom in number.

- (g) Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Conservancy Board.

Section 10.2 – Restrictions 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) **Renting and Leasing.** A Unit may be leased; however, no Unit or part thereof, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) calendar days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. All lease agreements shall be in writing, shall provide that the tenant shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the lessee to comply with the terms of the Documents and lawful rules and regulations shall be a default under the lease.

- (c) Notwithstanding anything to the contrary contained in Section 10.2(b) above, all leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association and may not be for a term of less than one (1) year. A copy of each lease must be delivered to the Association.

- (d) The Conservancy Board shall not have the authority to approve or reject any tenant. The Conservancy Board may prohibit a Unit from being leased/rented if doing so would exceed the Association's leasing restrictions.

- (e) AirBnB's, VRBO's, Home Away's and similar housing arrangements are strictly prohibited.

- (f) The provisions of this Section 10.2 are subordinate to and subject to Section 10.6 below.

Section 10.3 – Rules and Regulations. Rules and Regulations concerning the use of the Units and the Common Areas may be made and amended from time to time by the Conservancy Board in accordance with the provisions of the Bylaws.

Section 10.4 – Abatement and Enjoinment of Violations by Unit Owners. The violation of any Rule or Regulation adopted by the Conservancy Board, or the breach of any obligation contained in the Bylaws, or the breach of any obligation contained in the Declaration, after Notice and Hearing shall give the Conservancy Board the right, in addition to any other rights set forth by the Bylaws to:

- (a) Enter the Unit in which, or as to which, such violations or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that exists therein contrary to the intent and meaning of the provisions thereof, and the Conservancy Board shall not thereby be guilty in any manner of trespass;
- (b) Enjoin, abate or remedy the continuance of any such breach by appropriate equitable proceedings including mandatory injunction, there being no appropriate legal remedy, at the cost of the Unit Owner, with reasonable attorney's fees and related costs of any such proceedings.
- (c) By resolution, following Notice and Hearing, the Conservancy Board may levy a fine in an amount to be established by the Conservancy Board for each day that a violation of the Documents or Rules has previously occurred and/or persists after such Notice and Hearing, but such amount shall not exceed the amount necessary to ensure compliance with the rule or order of the Conservancy Board. Collection of charges for damages or fines may be enforced against the Unit Owner(s) in the same manner as common charges.

Said rights to access a Unit or Lot are subject to Section 6.4 of this Declaration.

Section 10.5 – Notice of Unit Purchase and Copy of Executed Conveyance Deed. Every new Owner shall return to Walden Woods Conservancy Inc. c/o the property manager a copy of the fully executed conveyance deed and a completed "New Unit Owner Information Form" within ten (10) calendar days of the date of the conveyance deed. The failure to provide the copy of the conveyance deed and the fully completed "New Unit Owner Information Form" shall constitute a violation of the Walden Woods Conservancy Inc. Rules and may subject the Unit Owner to a fine for each day after the ten (10) day time period until the new Unit Owner fully complies with the requirements of this section.

Section 10.6 – Restriction on Leasing of Units. The Association may establish rules to restrict the leasing of residential units to the extent those rules are reasonably designed to meet first mortgage underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on units in Common Interest Communities; provided no such restrictions shall be enforceable unless notice thereof is recorded on the Windsor Land Records. Such notice shall be indexed in the Grantor index of such land records in the name of the Association.

Section 10.7 – Association Right to take Direct Action against Tenants. The Association shall have the right to take direct action against tenants in accordance with the provisions of the Bylaws and/or the Act. Notwithstanding this section the Conservancy retains the right to proceed against the Unit owner for violations of the Documents of the Community by the Unit Owner's tenants or lessees.

Section 10.8 – Parking and Storage in Garages. Garages are restricted to use as parking spaces for motor vehicles used by the occupants of the Unit and for the storage of personal goods and household items. However:

- (a) No vehicle may be kept in a garage if it has a capacity in excess of one ton, possesses more than four wheels, or cannot fit in the garage with the garage door closed; and
- (b) Owners or occupants of Units who keep two or more automobiles (cars) in the Common Interest Community must park one of the vehicles in the garage which is part of the Unit.
- (c) Units may not have more cars than will fit in their garages and driveways.

Section 10.9 – Use Affecting Insurance. Nothing may be done or kept in any Unit that will increase the rate of insurance on any Improvements, or the contents of other Units, beyond the rates generally applicable to similar residential common interest communities, without prior written consent of the Conservancy Board. No Unit Owner may permit anything to be done or kept in his or her Unit which will result in the cancellation of insurance on any of the Improvements or the contents of other Units.

Section 10.10 – Compliance with Laws. Unit Owners and occupants of Units shall comply with all valid laws, ordinances, and regulations, including, but not limited to, zoning and land use regulations, of all governmental bodies having jurisdiction over the Common Interest Community and the Units, and Unit Owners and occupants of Units shall hold the Association and other Unit Owners harmless from all fines, penalties, costs, and prosecutions arising out of any noncompliance or other violation.

Section 10.11 – Rules Affecting the Use and Occupancy of Units. Except as required or permitted by other provisions of the Declaration, the Association may adopt Rules that affect the use or occupancy of Units only for one or more of the following purposes.

- (a) Prevention of any use of a Unit which violates the Declaration, Bylaws and/or Maintenance Standards; or
- (b) Regulation of any occupancy of a Unit which violates the Declaration or adversely affects the use and enjoyment of other Units or the Common Elements by other Unit Owners.

Section 10.12 – Antennas. The Association may adopt Rules regulating and restricting the installation of antennas, including satellite dishes, in the Common Interest Community. However, any such Rule, as it applies to the Units and Limited Common Elements, may not exceed the limitations set by the Federal Communications Act.

Section 10.13 – Architectural Restrictions.

- (a) It is the objective of these architectural restrictions to ensure that Walden Woods contains a variety of tastefully designed homes of high quality with attractive landscaping consistent with each site, the architectural style of each home shall be consistent with the project's New England traditional motif. It is recognized that some building sites may dictate one style rather than another. The New England motif will be defined in terms of consistency with details of buildings built by the Declarant. Roof lines, trim, natural wood or brick siding window shapes and types with functional mullions, porches, stoops, chimney styles, and the palette of colors used on the original buildings will be maintained. Accessory structures, such as fences, mailboxes, gates, garden, walk and drive lighting, sheds, and other structures, visible from the road will either be consistent with those elements built by the Declarant, or consistent with functionally equivalent structures found in 18th' century houses and farms in New England, as certified by a landscape architect or architect skilled in New England Colonial reproduction design. All additions, alterations and improvements made by a Unit Owner will be made in accordance with Section 13.1
- (b) Gardening not involving the construction of manmade improvements other than minor garden accessories and involving only the planting and maintenance of natural materials within Woodmoor Lot Units or Limited Common Element yard areas associated with other Residential Units may be undertaken without design approval. However, gardens visible from the road

should not be allowed to become weedy and unsightly. Composting and brush storage should be in a place minimizing its visual impact on the community either by location or natural screening.

- (c) The primary objective of these architectural restrictions is to convey an overall impression of the general quality level desired in homes constructed at Walden Woods, and at the same time to provide maximum flexibility for each Unit Owner to exercise individual creativity and personal taste consistent with this desire to maintain flexibility. It is possible that many Unit Owners will request a deviation in one or more areas, and these deviations will be approved providing that the overall quality level and traditional character is maintained and that the resulting plans are architecturally consistent and generally attractive.
- (d) It is also possible that the same deviations approved in one instance will not be acceptable in other cases. Likewise, it is conceivable that a set of plans could be consistent with all of the specifications and restrictions, and still be unacceptable from an overall architectural point of view.
- (e) A Unit Owner or tenant in a Unit may perform structural changes to a Unit or Common Elements in order to provide access for handicapped persons as required by the Federal Fair Housing Act Amendments of 1988, provided that plans for such changes have been submitted to the Standards Committee for approval as to structural integrity, safety, compliance with building and other codes and consistence with the aesthetic integrity of the Common Interest Community. All exposed elements of such changes will be surfaced, painted and trimmed and all structural elements will be constructed, fitted and supplied with fixtures in a manner consistent with surface materials, paint colors, trim styles, structures and fixtures of the project in the vicinity of the modifications. All modifications to Common Elements not to be restored on termination of tenancy will be designed so as to not detract significantly from the public and common use areas so modified, and so as to be of benefit to other persons with and without handicaps.

The amount of any escrowed deposits from tenants, which might be set aside for restoration of the Common Elements in the interior of the Unit, shall be determined on a case by case basis. The deposit shall be no less than the amount approved by the Conservancy Board and shall not exceed a reasonable cost to restore the Unit and Common Elements in the interior of the Unit (except for such elements which will not functionally change the use of the portions improved, such as hidden structural changes and widened doors) to the condition they were prior to installation of the special

improvements. Any deposit attributable to the Common Elements in the interior of the Unit structures affecting the Common Elements must be held by the Association and must be deposited to allow draw down by the Association, and the escrow will be so restricted. The escrowed funds may only be drawn down to undertake such restoration if the tenant does not perform the restoration after vacating the Unit.

Any deposit attributable to the restoring of interior portions of the Unit not otherwise affecting the Common Elements will be as negotiated between the landlord and the tenant. Those escrowed funds may be drawn down pursuant to any agreement between the landlord and tenant.

Restoration of the Common Elements must be done under the supervision of the Standards Committee, and the Unit Owner must complete restoration in a manner consistent in design and quality to the remaining Common Elements, which will then be approved by the Standards Committee. A certificate from the Association or its Standards Committee duly authorized, of such approval, or disapproval with reasons, relating solely to design and quality, will be provided within 30 calendar days. If no certificate is given after 30 calendar days, the restoration will be deemed approved, and an affidavit of the affected Unit Owner, attesting to such non-response, will be sufficient to evidence such approval.

Section 10.14 – Restriction on Leasing.

- (a) In order to preserve the character of Walden Woods as originally established and to ensure that Unit Owners and purchasers of Units are able to obtain mortgages on the most favorable terms and at the most favorable rates available to the owners of Units in common interest communities in the Windsor, Connecticut area, the leasing and rental of Units in the Common Interest Community shall be subject to the provisions of this Section 10.14. The restrictions contained in this Section 10.14 are in addition to any restrictions or limitations contained elsewhere in this Declaration. In the event of any conflict between the provisions of this Section 10.14 and other provisions of this Declaration or the Instruments, the provisions of this Section 10.14 shall control provided, however, nothing contained herein shall limit the right of Connecticut Windsor Developers, LLC to lease up to Sixty (60) Units at any time.
- (b) For the purposes of this Section 10.14, a Unit shall be considered to be "leased" if:

- (i) None of the occupants of the Unit or a residence contained within the Unit is a Unit Owner of that Unit, a parent, child, spouse or sibling of a Unit Owner of the Unit or the beneficiary of a trust or other fiduciary which is the Owner of the Unit and - which owns not more than two Units in the Common Interest Community; and
 - (ii) One or more of the occupants of the Unit or a residence contained within the Unit is giving money or other valuable consideration to the Unit Owner or one of the Unit Owners of the Unit for the right to occupy the Unit.
- (c) A Unit may not be leased for a period of less than one year. All leases must be in writing and filed with the Association. Failure to so file will permit the Association to bring summary process against the tenant as a default in the lease in the name of its landlord. 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 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.
- (d) Not more than 30% of the Residential Units in the Common Interest Community, by number, may be leased at any one time.
- (e) Not more than 30% of the Residential Units in any one of the Councils may be leased at any one time.
- (f) If any Residential Units or other Units which may be used for residential purposes are created in the Common Interest Community which are not administered by any one of the Councils, not more than 30% of such Units or the residences contained within such Units may be leased at any one time.
- (g) No Unit Owner may lease any Unit in the Common Interest Community or a residence contained within the Unit except in accordance with the provisions of this Section 10.14.
- (h) Within ninety calendar days of the recording of the Amended and Restated Declaration creating this Section 10.14, each Unit Owner who is leasing the Unit Owner's Unit or a residence contained within the Unit as of such date shall notify the Association that the Unit is leased. Such notice shall be in

writing and shall include the name of each occupant of the Unit, the date on which the current rental or occupancy agreement with the tenant or occupant expires, and all other information and material required by this Declaration that has not been previously furnished to the Association.

- (i) Any Unit Owner who wishes to lease a Unit which he or she owns or a residence contained within the Unit after the recording of the Amended and Restated Declaration creating this Section 10.14, shall give written notice of his or her intent to lease the Unit ("Notice of Intent to Lease"), to the Association. Upon receipt of the Notice of Intent to Lease, the Association will review its records to determine whether or not the proposed lease would violate the limitations set out in Subsections 10.14(d), (e), and (f) above. If the Association determines that the proposed lease would not violate the limitations set out in Subsection 10.14(d) and (e), it shall notify the Unit Owner in writing that the Unit Owner has permission to lease the Unit ("Permission to Lease"). If the Association determines that the proposed lease would violate one or more of the limitations set out in Subsections 10.14(d), (e), and (f), it will notify the Unit Owner that he or she may not lease the Unit ("Disapproval of Lease"). No Unit Owner may lease any Unit which he or she owns until he or she receives a Permission to Lease. The Association shall make every effort to respond to such requests within fourteen calendar days, but the failure of the Association to respond shall not be deemed to be a Permission to Lease or to permit the Unit Owner to lease the Unit Owner's Unit.
- (j) Any Permission to Lease shall remain effective for 120 calendar days from the date on which it is issued by the Association. If, within 120 calendar days of the issuance of the Permission to Lease, the Unit Owner enters into a lease of the Unit and furnishes to the Association the name of each occupant of the Unit and the other materials required under Section 10.14(c) of this Declaration, then the approval shall continue for as long as one or more of the original occupants at the inception of the lease of the Unit continue to occupy it. The Unit Owner of any Unit that was leased at the time of the recording of the amendment to the Declaration creating this Section 10.14 may continue to lease the Unit without obtaining a Permission to Lease for as long as one or more of the occupants of the Unit as of the date of the recording of the amendment continue to occupy it. If all of the original occupants of the Unit vacate the Unit, the Unit Owner must apply for permission again under the provisions of this Section 10.14.

- (k) If the Association issues a Disapproval of Lease, it shall place the Notice of Intent to Lease on a waiting list and issue future Permissions to Lease from the waiting list. Priority on the waiting list shall be determined as follows:
- (i) No Unit Owner may lease more than one Unit that the Unit Owner owns unless and until every Unit Owner wishing to lease only one Unit and is otherwise eligible to lease such Unit has had the opportunity to do so.
 - (ii) Unit Owners who have resided in their Units for at least twelve months during the three years immediately preceding the date on which they provide the Association with a Notice of Intent to Lease shall be given priority over Unit Owners who have not.
 - (iii) Except as otherwise provided above, Notices of Intent to Lease will be given priority based on the date that they were received by the Association.

ARTICLE 11

Easements, Licenses

Section 11.1 – Encumbrances. All easements or licenses to which the Common Interest Community is subject are listed as an Exhibit to the initial Declaration. In addition, the Common Interest Community may be subject to other easements or licenses.

Section 11.2 – Easement to Common Elements. Each Unit Owner shall have a non-exclusive right to use and a non-exclusive easement in and to the Common Elements for access to the Unit owned by such party and for all other purposes not prohibited by the Declaration, Bylaws or Rules of the Association.

ARTICLE 12

Allocation and Reallocation of Limited Common Elements

Section 12.1 – Allocation of Limited Common Elements Not Previously Allocated. A Common Element not previously allocated as a Limited Common Element may be so allocated only by amendment to this Declaration.

Section 12.2 – Reallocation of Depicted Limited Common Elements. No Limited Common Element depicted on the Survey or Plans may be reallocated by an amendment to this Declaration pursuant to Article 12 except as part of a reallocation of boundaries of Units pursuant to Article 14 of this Declaration. Any such reallocation

shall be by an amendment to the Declaration executed by the Unit Owners between or among whose Units the reallocation was made. Such amendment shall require approval of all holders of security interests in the affected Units which approval shall be endorsed thereon. The persons executing the amendment shall provide a copy thereof to the Association, which shall record same if the amendment complies with the provisions of this Declaration and the Act, as amended. The amendment shall contain words of conveyance and shall be recorded in the names of the parties and the Common Interest Community. The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorney's fees in connection with the review of the amendment and for recording costs.

ARTICLE 13

Additions, Alterations and Improvements

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

- (a) No Unit Owner shall make any structural addition, structural alteration, or structural improvement in or to any portion of the Common Interest Community, nor shall any Unit Owner construct any improvements, or stain, paint or change the color or appearance of the exterior of any Unit, or manmade Improvement of any nature including, but not limited to, fences, sheds, swimming pools, cabanas or similar structures, nor shall any Unit Owner construct improvements or change the color or appearance of Lots, or Limited Common Elements, nor make significant changes to existing landscaping, including changes in topographical grade or drainage, without the prior written consent thereto of the Standards Committee appointed by the Conservancy Board. The Standards Committee shall consist of five to seven members. Whenever possible, the Standards Committee shall include one member from each of the Councils in the Common Interest Community but the absence of members from one or more Councils shall not invalidate the actions of the Committee. The Standards Committee may include Unit Owners or residents who are not members of the Conservancy Board but shall include at least one Director who will act as liaison to the Conservancy Board and all members will be appointed by resolution of the Conservancy Board. If the Conservancy Board has not appointed a Standards Committee, the powers and duties of the Committee shall be exercised by the Conservancy Board. All applications shall be considered and acted upon by the Standards Committee in accordance with the requirements of this Declaration and such rules and procedures as the Conservancy Board shall establish, after Notice and Comment, from time to time. The Conservancy Board shall answer any written request by a Unit Owner for approval of any such proposed activity within sixty (60) calendar days after such request is received by the Conservancy Board. The Conservancy Board shall review requests in accordance with the provisions of the Association's rules.

- (b) The Standards Committee may require that applications for approval include site plans and construction plans prepared by appropriately licensed professionals and may engage attorneys, architects, engineers and other qualified consultants to assist it in evaluating the applications.
- (c) The Standards Committee may conduct informal reviews of proposals to assist Unit Owners in preparing applications, however, the comments and suggestions made in the course of such informal reviews will not bind the Standards Committee in considering formal applications and work performed pursuant to an approved application.
- (d) The Association may charge an application fee, to be paid at the time of application, to defray its costs and expenses, including the fees of professionals and consultants engaged to assist it in evaluating the application.
- (e) The Standards Committee shall, whenever possible, review and submit to the Conservancy Board all applications within 60 calendar days from the date on which the complete application is submitted, but any failure to act within such 60 day period shall, in no event, be deemed to be an approval of the application.
- (f) If the Standards Committee approves an application, the Association will issue a certificate of approval to the applicant. Upon completion of the construction and, upon request, the Standards Committee, or its designee, will inspect the work that is the subject of the application and, if it is in conformity with the approval, will issue a certificate of compliance, in recordable form.
- (g) Subject to Subsection 13.1(a)-(f), a Unit Owner:
 - (i) May make any other improvements or alterations to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community;
 - (ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community without permission of the Association;
 - (iii) After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest

Community. Removal of partitions or creation of apertures under this Subsection is not an alteration of boundaries.

- (iv) May not make any additions, alterations or improvements to any Unit or Common Element, except pursuant to prior written approval by the Conservancy Board, which causes 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.
- (h) Unit Owners shall obtain Permits as required by law. 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 after approval by the Standards Committee. Such approval by the Standards Committee will not, however, incur any liability on the part of the Standards Committee, or the Association or any of its members to any contractor, subcontractor or suppliers of materials on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.
- (i) All additions, alterations and improvements to the Units and Common Elements will not, except pursuant to prior approval by the Conservancy 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.
- (j) Duplex and Town Home basements may be modified to create a bathroom, subject to building code, fire code, zoning restrictions, and Section 10.1(c) above.

Section 13.2 – Exterior Improvements and Landscaping Within Limited Common Elements. A Unit Owner may make exterior improvements within or as a part of Limited Common Elements provided they are undertaken after following the AAI process which may require submission to the Standards Committee of complete plans prepared by a party experienced in performing the work and/or improvements to be made by the Unit Owner.

The applicant shall pay for the cost of preparation of the application, the cost of professional review, if deemed required by the reviewing entity and all costs of permits and fees connected with any right given under Article 13.

Section 13.3 – Additions, Alterations and Improvements by the Conservancy Board. Subject to the limitations of Sections 19.4 of this Declaration, the Conservancy Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

<https://pilicy.sharepoint.com/sites/PilicyRyanPC/Shared Documents/00 CONDOMINIUM/Walden Woods Conservancy, Inc/Governing Documents/Walden Woods AMENDED DECLARATION - Final.docx>

ARTICLE 14
Relocation of Boundaries between Adjoining Units

Section 14.1 – Application and Amendments. Subject to approval of any structural changes pursuant to Article 13 and, in the case of Woodmoor Lot Units, any required subdivision approval from the Town of Windsor, the boundaries between adjoining Units may be relocated by an amendment to this Declaration on application to the Association by the Unit Owners of the affected Units. If the Unit Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocations. Unless, within sixty (60) calendar days after the receipt of the application, the Conservancy Board determines that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment shall be executed by those Unit Owners, contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall 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 shall prepare and record surveys and plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

The applicants shall pay for the costs of preparation of the amendment including surveys and plans, and its recording and the reasonable consultant fees of the Association if the Conservancy Board deems it necessary to employ a consultant.

ARTICLE 15
Amendments to Declaration

Section 15.1 – General. This Declaration 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. This Declaration may also be amended in accordance with one (1) or more of the appropriate provisions of Section 47-236 of the Act, as amended. Notwithstanding this section 15.1, any amendment to change Council Boundary Lines shall require the approval of unit owners holding not less than 80% of the voting power in each Council affected by the amendment.

Section 15.2 – Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article 15 may be brought more than one year after the amendment is recorded.

Section 15.3 – Recordation of Amendments. Every amendment to this Declaration shall be recorded in the town in which the Common Interest Community is located and is effective only on recordation. Any amendment except an amendment pursuant to Article 14 of this Declaration shall be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the grantor's index in the name of the Common Interest Community.

Section 15.4 – When Unanimous Consent is Required. Except to the extent expressly permitted or required by other provisions of the Act, as amended, and this Declaration, no amendment may create or increase Special Declarant Rights, or increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit, in the absence of unanimous consent of the Unit Owners.

Section 15.5 – Execution of Amendments. Amendments to this Declaration required by the Act, as amended, to be recorded by the Association shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the President of the Association.

Section 15.6 – Consent of Holders of Security Rights. Amendments are subject to the consent requirements of Article 18.

Section 15.7 – Amendment Affecting Council Areas. No amendment may alter the location or boundaries of any Council Area unless:

- a. It is approved in accordance with Section 15.1 of this Declaration; and
- b. It is also approved by the vote or agreement of Unit Owners holding not less than 80% of the voting power in each Council affected by the Amendment.

ARTICLE 16

Amendments to Bylaws

Section 16.1 – Amendments by Conservancy Board. Except as otherwise provided in Section 16.2, the Conservancy Board may amend the Bylaws by a vote of two-thirds (67%) of all of the members of the Conservancy Board at any meeting of the Conservancy Board duly called for such purpose. Before the Conservancy Board can adopt, amend or repeal any Bylaw, notice shall be given to all Unit Owners of the intention of the Conservancy Board to adopt, amend or repeal any Bylaw, which notice shall include the text of the proposed Bylaw and/or amendment and/or the text of the Bylaw to be repealed, as applicable, and the date on which the Conservancy

Board will act on the proposed Bylaw, amendment or repeal after considering comments from Unit Owners.

Section 16.2– Amendments by Unit Owners. Only the Unit Owners (and not the Conservancy Board) shall have the power, by vote of Unit Owners of Units to which more than fifty percent (50%) of the Votes in the Association are allocated, to adopt, amend, or repeal any Bylaw that relates to or affects any of the following:

- (a) The qualifications, powers and duties or terms of office of members of the Conservancy Board;
- (b) The number of members of the Conservancy Board;
- (c) The manner of election of Conservancy Board members;
- (d) The timing or content of notices of meetings of Unit Owners, opportunities for Unit Owner comment at any meeting of the Conservancy Board or the Association, methods or procedures for voting or actions by Unit Owners without meeting or any provision of Article IV of these Bylaws; or
- (e) The manner or required vote to adopt, amend, or repeal any Bylaw, including, without limitation, any provision of this Section 16.2.

Section 16.3 – Execution of Amendments. Amendments to the Bylaws that have been duly adopted 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.

ARTICLE 17 Termination

Termination of the Common Interest Community may be accomplished only in accordance with Section 47-237 of the Act, as amended from time to time.

ARTICLE 18 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 others, as identified in Section 18.2. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 18.2 – Definitions. As used in this Article, the following terms are defined:

- (a) Percentage of Eligible Mortgagees. Whenever in this Article the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent by Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes when compared to the total votes allocated to all Units then subject to mortgages held by Eligible Mortgagees.
- (b) Mortgagee Consent if no Response. If the Association sends notice of the proposed amendment or Association action to a Mortgagee by certified mail, return receipt requested, and the Mortgagee fails to respond within sixty (60) days, the Mortgagee is deemed to have given its consent. The Association may rely on the last recorded security interest of record in the land records in delivering or mailing notice to the holder of that interest.

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

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit on which there is a First Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable.
- (b) Any delinquency in the payment of Common Expense assessments owed by an owner whose Unit is subject to a First Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) calendar 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 – Prior Consent Required:

- (a) Document Changes. Notwithstanding any lower requirements permitted by this Declaration or the Act, as amended, no amendment of any material

provision of the Documents by the Association or Unit Owners described in this Subsection 18.4(a) may be adopted without the vote of at least 67% of the Unit Owners (or any greater Unit Owner vote required in this Declaration or the Act, as amended) and until approved in writing by at least 51% of the Eligible Mortgagees. "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 Association 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 Documents;
 - (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 requirements permitted by this Declaration or the Act, as amended, the Association may not take any of the following actions 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 for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Common Interest Community shall not be deemed a conveyance or encumbrance within the meaning of this clause);
 - (ii) Establish self-management when professional management had been required previously by any Eligible Mortgagee;
 - (iii) Restore or repair the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Documents;
 - (iv) Terminate the Common Interest Community (as to which a 67% Eligible Mortgagee approval is required);
 - (v) Alter any partition or create 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) Merge this Common Interest Community with any other Common Interest Community;
 - (vii) Create any additional improvements on any portion of the Common Elements which is subject to any Development Rights;
 - (viii) Grant any easements, leases, licenses and concessions through or over the Common Elements (excluding, however, any utility easements servicing or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one year);
 - (ix) Assign the future income of the Association, including its right to receive Common Expense assessments; and
 - (x) Not repair or replace the Property.
 - (xi) Creation of Development Rights.
- (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 and Special Declarant Rights. None.

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

Section 18.7 – Financial Statements. The Association shall provide each Eligible Mortgagee and each Eligible Insurer with a copy of its annual financial statement within 90 calendar days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified accountant if an Eligible Mortgagee requests it, in which case the Eligible Mortgagee shall bear the cost of the audit.

Section 18.8 – Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers, and may be enforced 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 18.10 – Appointment of Trustee. In the event of damage or destruction under Articles 22 or 23 or Condemnation of all or a portion of the Common Interest Community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 23.5. Such Trustee may be required to be a corporate trustee licensed by the State of Connecticut. Proceeds shall thereafter be distributed pursuant to Article 23 or pursuant to a condemnation award. Unless otherwise required, the members of the Conservancy Board acting by majority vote through the president may act as Trustee.

ARTICLE 19

Assessment and Collection of Common Expenses

Section 19.1 – Apportionment of Common Expenses. Except as provided in Section 19.2, the following Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Association as shown in the initial Declaration, prior Amendments and Schedule A-2.

- (a) Premiums for master insurance policies not allocated to special risks or to particular Councils.
- (b) General cost of management, security, accounting, legal and other service fees allocated to the entire Common Interest Community, excluding specific management services provided to individual Councils.
- (c) Except as provided by the Town of Windsor, maintenance, repair and upkeep of the principal entrance road, sidewalks and landscaping, along such sidewalks which are a part of the Conservancy and parking areas, including lighting and signs, snow plowing, sanding and salting, and costs of street and common lighting and lighting Improvements.
- (d) The cost of repairing or restoring utility infrastructure up to the boundaries of Limited Common Elements.
- (e) All costs relating to the real and personal property of the Association used in general maintenance.
- (f) Such amount as the Conservancy Board deems proper for the operation of the Common Interest Community and the Association, including without limitation, an amount for a Common Expense working capital reserve, and sums necessary to make up any deficit in income from Common Expense assessments in any prior year.

- (g) Such amounts as may be required for the purchase or lease of any Unit to be acquired or leased by the Association or its designee.
- (h) Such amounts as the Conservancy Board deems proper for a reserve for replacement of capital Improvements listed under this section which may be deposited in a trust fund for holding and disbursing amounts collected for such purposes.
- (i) The cost of maintaining the area from the tree line boundary of the Ridge Council Area to the curb on Walden Meadow Road.
- (j) The cost of maintenance, repair, and upkeep of the following areas which are owned by the Town of Windsor but for which the Association provides maintenance, repair, and upkeep:
 - (i) The island at the front entrance on Walden Meadow;
 - (ii) The island at the intersection of Walden Meadow and Lochview;
 - (iii) The island on Thoreau Circle; and
 - (iv) The pathway running from Thoreau Circle to Pierce Boulevard between Woodmoor Lots 622 and 77 and Woodmoor Lots 618 and 73.

Section 19.2 – Common Expenses Attributable to Fewer than All Units.

- (a) Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element to which its expense is allocated pursuant to this Declaration shall be assessed against the Units to which that 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 (or any other proportion if required).
- (b) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
- (c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
- (d) 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) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Documents and the Act, as amended, are enforceable as Common Expense assessments against the Unit or Units owned by such Unit Owner. The order in which payments are applied to fees, charges, late fees, fines and interest shall be established in a collection policy adopted by the Conservancy Board.
- (f) Portions of the cost of repairing or replacing Units allocated to individual Units under the provisions of Subsection 23.2(b) shall be assessed against the Unit or Units to which they are allocated. If the Association, or anyone acting at the direction of the Association, incurs any expense for maintenance, repair or replacement of any portion of a Unit, made or performed for the purpose of correcting a condition threatening a Unit or the Common Elements pursuant to Section 6.4 of the Declaration, the Association may assess that expense against the Unit Owner and the Unit, following Notice and Hearing to the affected Unit Owner.
- (g) All reasonable attorney's fees and costs incurred by the Association, with or without litigation, in collecting any sums due from a Unit Owner or enforcing any provisions of the Documents against a Unit Owner or any occupant of his or her Unit are enforceable against his or her Unit as Common Expense assessments.
- (h) If any tax is imposed on the Association or upon any goods or services purchased by the Association by virtue of the use or occupancy of some, but less than all of the Units, including, but not limited to, the use of any Unit for the production of income, such tax shall be paid as a Common Expense and assessed exclusively against the Unit or Units whose use gives rise to the imposition of the tax. The assessment shall be allocated among the Units against which it is assessed in the same proportion as each Unit's share of liability for Common Expenses bears to the liability for Common Expenses of all Units against which the assessment is assessed.
- (i) Notwithstanding the provisions of Article 23.2(b) of this Declaration, if any common expense is caused by the willful misconduct, failure to comply with a written maintenance standard promulgated by the Association or gross negligence of any Unit Owner or tenant or a guest or invitee of a Unit Owner or tenant, the Association may, after notice and hearing assess the portion of that common expense in excess of any insurance proceeds received by the Association under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against that Owner's Unit.

- (j) Any common expense associated with the maintenance, repair or replacement of a Limited Common Element, where the cost of same is the responsibility of the Unit Owner pursuant to this Amended Declaration, shall 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 (1) Unit, the common expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned. Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element may 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 (1) unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.
- (k) Any common expense assessed in accordance with Section 6.6 of this Declaration.
- (l) Portions of the cost of restoring Units allocated to individual Units under the provisions of Subsection 23.2(b) shall be assessed against the Unit or Units to which they are allocated.
- (m) Any Common Expenses associated with the Maintenance, repair or replacement of Limited Common Elements shall be assessed against the Unit to which it serves.
- (n) The cost of obtaining property insurance assessed against Unit Owners of Village Home Units or Ridge Home Units who fail to obtain their own insurance under the provisions of Section 22.1 will be assessed against such Units.
- (o) 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 the Unit Owner's Unit.
- (p) The cost of water may be rebilled and assessed in proportion to usage as determined by individual sub meters.
- (q) Other costs, expenses, fees and charges which are not General Common Expenses and are attributable to certain Units or Unit Owners and which are designated as special Common Expense assessments by the Conservancy Board after extending the right of Notice and Hearing to the owners of the

Units against which such Common Expense assessments are to be assessed.

- (r) Any cost incurred by the Association in maintaining, repairing or replacing any Limited Common Elements described in Section 6.6 which the Unit Owner fails to maintain.
- (s) All cost incurred by the Association, including but not limited to, additional administrative or management fees, paper, envelopes, postage, and the like, to provide Notices, information, documents, or any other items, to a Unit Owner who has not consented to receive such items by email. Said costs shall not include costs incurred to comply with Article 6.2 of the Amended Bylaws.

Section 19.2.1 – Council Common Expenses.

- (a) All Common Expenses not described in Sections 19.1 and 19.2 shall be Council Common Expenses allocated to individual Councils. Council Common Expenses shall include, but not be limited to, the following:
 - (i) The cost of providing repair, maintenance, management and other services to such Council and all expenses and costs incurred by the Association in connection with any request for such services.
 - (ii) Other costs, expenses, fees and charges attributable to the Townhomes as a Council, Ridge Homes as a Council, the Village Homes as a Council, the Duplex Homes as a Council and established by their respective Council Boards as Council Expenses.
 - (iii) Common Expenses for the maintenance repair and replacement of buildings and other Improvements in each Council Area, including reserves.
 - (iv) Any Common Expenses for each Council's share of insurance premiums provided by the Association for its respective Council Areas as required by Article 22 of this Declaration.
 - (v) Any Common Expenses for insurance premiums associated with a Limited Common Element of a Ridge Unit or Village Unit.
 - (vi) Costs of repair or replacement designated Council Common Expenses under Section 23.2. Such amount as the Conservancy Board deems

proper for the operation of each Council, including, without limitation, an amount for Council Common Expense working capital reserve, and sums necessary to make up any deficit in income from Council Common Expenses in any prior year.

- (vii) Such amounts as the Conservancy Board deems proper for a reserve for replacement of capital Improvements within a Council area which may be deposited in a trust fund for holding and disbursing amounts collected for such purposes.
- (b) Council Common Expenses shall be assessed against all Units in each Council. The share of each Unit in a Council in the applicable Council Common Expenses shall be a fraction, the numerator of which is the Unit's share in the Common Expenses as set out in Schedule A-2 and the denominator of which shall be the sum of the shares of all of the Units in the Council in the Common Expenses as set out in Schedule A-2.
- (c) Notwithstanding any provision of this Declaration to the contrary, the following expenses shall be allocated between or among the Councils in the following manner:
 - (i) The expenses for the maintenance, repair and replacement of the area between Point 4 as shown on sheet V-103 of Schedule A-6 and Point 5, as shown on sheet V-101 of Schedule A-6, including, but not limited to, the retaining wall running north at a length of approximately 225 feet behind Units 17-29 Rhodora Terrace and the back side of Units on Scarlet Lane from 7 Scarlet Lane to 15 Scarlet Lane will be assessed half against the Townhome Units as a Council Common Expense and half against the Duplex Home Units as a Council Common Expense.
 - (ii) The expenses for the maintenance, repair, and replacement of the mailboxes on Jacobi, including the foundation and the plantings and beds that surround the foundation, shall be assessed against the Duplex Units and Townhome Units as separate Council Common expenses, in proportion of the number of mailboxes serving each Council.
- (d) That portion of the insurance premium attributable to each Council Area shall be assessed to that Council. Insurance premiums associated with On the Green (roadway), is a Conservancy Expenses.

Section 19.3 – Lien.

- (a) The Association has a statutory lien on a unit for any assessment attributable to that unit or fines imposed against its Unit Owner. Reasonable attorney's fees and costs, other fees, charges, late charges, fines and interest charged pursuant to subdivisions (10), (11) and (12) of subsection (a) of section 47-244 of the Act, as amended, and any other sums due to the Association under the Declaration, the Act, as amended, or as a result of an administrative, arbitration, mediation or judicial decision, are enforceable in the same manner as unpaid assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A lien under this section is prior to all other liens and encumbrances on a unit except (1) liens and encumbrances recorded before the recordation of the Declaration, (2) a first or second security interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent, and (3) liens for real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all security interests described in subdivision (2) of this subsection to the extent of (A) an amount equal to the common expense assessments based on the periodic budget adopted by the Association pursuant to subsection (a) of section 47-257, as amended, which would have become due in the absence of acceleration during the nine (9) months immediately preceding institution of an action to enforce either the association's lien or a security interest described in subdivision (2) of this subsection and (B) the Association's costs and attorney's fees in enforcing its lien. A lien for any assessment or fine specified in subsection (a) of this section shall have the priority provided for in this subsection in an amount not to exceed the amount specified in subparagraph (A) of this subsection. This subsection does not affect the priority of mechanic's or materialmen's liens or the priority of liens for other assessments made by the Association.
- (c) Unless the Declaration otherwise provides, if two or more associations have liens for assessments created at any time on the same property, those liens have equal priority.
- (d) 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.

- (e) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessments becomes due; provided, that if an Owner of a Unit subject to a lien under this section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) calendar days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (f) This section does not prohibit actions against Unit Owners to recover sums for which subsection (a) of this section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (g) A judgment or decree in any action brought under this section shall include costs and reasonable attorney's fees for the prevailing party.
- (h) The Association on request made in a record shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Conservancy Board and every Unit Owner.
- (i) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (j) 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 of a unit that is rented pursuant to Connecticut General Statutes § 52-504 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 subsection (a) of section 47-257 of the Act, as amended.
- (k) If a holder of a first or second security interest on a unit forecloses that security interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that unit which became due before the sale, other than the assessments which are prior to that security interest under subsection (b) of this section. Any unpaid assessments not satisfied from the proceeds of sale become common expenses collectible from all the Unit Owners, including the purchaser.

- (l) The Association may not commence an action to foreclose a lien on a unit under this section unless: (1) The Unit Owner, at the time the action is commenced, owes a sum equal to at least two (2) months of common expense assessments based on the periodic budget last adopted by the Association pursuant to subsection (a) of section 47-257 of the Act, as amended; (2) the Association has made a demand for payment in a record; and (3) the Conservancy Board has either voted to commence a foreclosure action specifically against that unit or has adopted a standard policy that provides for foreclosure against that unit.
- (m) Every aspect of a foreclosure, sale or other disposition under this section, including the method, advertising, time, date, place and terms, shall be commercially reasonable.

Section 19.4 – Budget Adoption and Ratification/Ratification of Non-Budgeted Common Expense Assessments. Subject to the provisions of Subsection 2.4(c) of the Bylaws, the Conservancy Board shall from time to time and at least annually adopt a budget for the Common Interest Community. The budget shall include the operating expenses of the Association, a reserve contribution, and capital expenditures.

- (a) Each Council shall submit its proposed budget to the Conservancy Board on or before the date determined by the Conservancy Board. Each budget shall include, at a minimum, a line item for reserve contributions. Said reserve contributions shall be no less than 10% of the budgeted expenses. The Conservancy Board shall consider the budgets and may incorporate each Council's proposed budget into the budget to be approved by the Conservancy Board and to be submitted to all Unit Owners for ratification. The Conservancy Board need not incorporate the proposed Council budget but may adjust same as it deems appropriate.
- (b) Not later than thirty (30) calendar days after adoption of a proposed budget, the Conservancy Board shall provide to all the Unit Owners a summary of the budget, including any reserves, and a statement of the basis on which any reserves are calculated and funded. Simultaneously, the Conservancy Board shall set a date not less than ten (10) calendar days or more than sixty (60) calendar days after providing the summary for either a meeting of the Unit Owners or a vote by ballot without a meeting to consider approval of the budget. The budget shall be approved as follows:
 - (i) With respect to the Conservancy Budget (expenses typically described in Article 19.1 above) - unless at that meeting, a majority of all of the Unit Owners reject that portion of the budget which shall include the operating

expenses of the Association, a reserve contribution, and capital expenditures relating to the Conservancy, that portion of the budget is ratified whether or not a quorum is present.

- (ii) With respect to each Council - unless at that meeting, a majority of all of the Unit Owners in any one Council reject that portion of the budget for their respective Council Common Expenses, including the operating expenses of the Council, a reserve contribution, and capital expenditures relating to such Council, that portion of the budget is ratified whether or not a quorum is present.
- (c) In the event the budget or any portion of the budget is rejected, last ratified budget, or portion of the budget, as the case may be, shall be continued until such time as the applicable Unit Owners ratify a subsequent budget.
- (d) The Conservancy Board, at any time, may propose a special assessment. Not later than thirty (30) calendar days after adoption of a proposed special assessment, the Conservancy Board shall provide to all Unit Owners a summary of the assessment. Unless the Declaration or Bylaws otherwise provide, if such special assessment, together with all other special and emergency assessments proposed by the Conservancy Board in the same calendar year, do not exceed fifteen percent (15%) of the Association's last adopted periodic budget for that calendar year, the special assessment is effective without approval of the Unit Owners. Otherwise, the Conservancy Board and Unit Owners shall follow the same process to adopt the special assessment as followed to adopt and ratify a budget.
- (e) If the Conservancy Board determines by a two-thirds vote that a special assessment is necessary to respond to an emergency: (1) The special assessment becomes effective immediately in accordance with the terms of the vote; (2) notice of the emergency assessment must be provided promptly to all Unit Owners; and (3) the Conservancy Board may spend the funds paid on account of the emergency assessment only for the purposes described in the vote.

Section 19.5 – Certificate of Payment of Common Expense Assessments. The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Conservancy Board and every Unit Owner.

Section 19.6 – Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 19.1, 19.2 and 19.4 shall be due and payable monthly unless the resolution adopting the assessment provides for some other schedule of payment.

Section 19.7 – Acceleration of Common Expense Assessments. In the event of default of a period of ten (10) calendar days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Conservancy Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 19.8 – 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 19.9 – Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

Section 19.10 – Association Funds. All Association funds shall be deposited only in federally insured banks.

Section 19.11– Association Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for common expenses and any prepayment of reserves shall be deposited into the reserve account or incorporated into the next annual budget thereby reducing future common expense assessments.

Section 19.20– Obligation to Pay Assessments. No abatement, diminution, or reduction of the monthly assessments to the Association or other charges required to be paid by the Unit Owner pursuant to the Declaration and the Bylaws shall be claimed by or allowed to any Unit Owner for any inconvenience, interruption, cessation or loss of use, enjoyment or business caused, directly or indirectly, by any present or future laws, rules, requirements, orders, directions or regulations of the United States or of the state or town government or any authority whatsoever. There shall additionally be no abatement or diminution or reduction of the monthly assessments by virtue of the performance or failure of performance of warranty items by the Declarant or the Declarant's contractors.

ARTICLE 20
Association Borrowing and Assignment of Future Income

Section 20.1 – Approval of Assignment. The Association may borrow money and assign its right to future income as security for the loan only after:

- (a) The loan transaction and the assignment have been approved by the Conservancy Board;
- (b) A majority of the Unit Owners in any Council subject to the loan, vote in favor of or agree to the assignment; and
- (c) The Association has complied with the requirements of Section 20.2 of this Declaration.

Section 20.2 – Notice of Proposed Borrowing. At least fourteen (14) calendar days before the closing of any loan to the Association, the Conservancy Board shall:

- (a) Disclose in a Record to all Unit Owners the amount and terms of the loan and the estimated effect of such loan on any Common Expense assessment; and
- (b) Afford the Unit Owners a reasonable opportunity to submit comments in a Record to the Conservancy Board with respect to such loan.

ARTICLE 21
Persons and Units Subject to Documents

Section 21.1 – Compliance with Documents. All Unit Owners, tenants, holders of Security Interests, and occupants of Units shall comply with the Community Documents. The acceptance of a deed or mortgage 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 Community Documents are accepted and ratified by such Unit Owner, tenant, holder of a Security Interest, or occupant, and all such provisions recorded on the land records of the town or towns in which the Common Interest Community is located shall bind any Persons having at any time any interest or estate in such Unit.

Section 21.2 – Compliance with Laws. All Unit Owners, tenants, holders of Security Interests, and occupants of Units shall comply with all laws, ordinances, and governmental regulations applicable to the Common Interest Community or the activities of Persons within the Common Interest Community.

Section 21.3 - Adoption of Rules.

- (a) The Conservancy Board may adopt and amend Rules after Notice and Comment.
- (b) Rules concerning the Common Elements, including Limited Common Elements, may regulate any conduct, condition or activity, including use and occupancy.
- (c) Rules concerning the Units, may regulate any conduct, condition or activity that is not use and occupancy.
- (d) Rules concerning the Units may also regulate the use and occupancy of a Unit in order to:
 - (i) Exercise any power to make Rules expressly granted by this Declaration.
 - (ii) Prevent any use of a Unit that violates this Declaration

Section 21.4 – Scope of Rulemaking

- (a) Unless otherwise permitted or limited by the Declaration or the Act, and subject to the Bylaws at Article 14, the Conservancy Board may on its own, at the recommendation of the Standards Committee or at the request of a Council adopt Rules that affect the use or occupancy of Units only to:
 - (i) Regulate any occupancy of a Unit which violates the Declaration or adversely affects the use or enjoyment of other Units or the Common Elements by other Unit Owners; or
 - (ii) Restrict the leasing of Units to the extent those Rules are reasonably designed to meet first mortgage underwriting requirements who regularly purchase or insure first mortgages on units in common interest communities.
- (b) The Conservancy Board on its own, at the recommendation of the Standards Committee, or at the request of a Council Board may adopt Rules affecting activities within Units that do not constitute use or occupancy.
- (c) The Conservancy Board may not adopt a Rule which contravenes an express provision of the Declaration or a right reasonably inferable from an express provision of the Declaration, but, subject to the provisions of Subsection

21.4(a), the Conservancy Board may adopt a Rule implementing, refining or applying an express provision of the Declaration so long as such Rule does not place an unreasonable limitation on a right granted by or reasonably inferable from an express provision of the Declaration.

Section 21.5 – Notice of Amendments to Rules. Following adoption, amendment or repeal of a Rule, the Association shall give all Unit Owners notice of its action and include with it a copy of any new or amended Rule. Upon compliance with the Statutory requirements of the Act, the posting of new rules on the Community's website shall constitute constructive notice of the new or revised rule.

Section 21.6 – Recording of Rules. Any Rule restricting the Leasing of Units shall be recorded on the Land Records. The Association shall request that the town clerk index any such Rule and any amendment to said Rules in the grantor's and in the grantee's index in the name of the Association.

Section 21.7 – Limitation of Challenges. No action to challenge the validity of a Rule or an amendment to a Rule adopted by the Conservancy Board pursuant to this Article may be brought more than one year after the Rule or amendment is recorded.

Section 21.8 – Abatement and Enjoinment of Violations by Unit Owners. Subject to Section 6.4 above, the violation of any Rule or the breach of any provision of the Community Documents shall give the Association the right, after Notice and Hearing except in case of an emergency, in addition to any other rights set forth in this Declaration:

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

Section 21.9 - Suspension of Privileges for Non-Payment or Breach

- (a) If a Unit Owner fails to pay any Common Expense Assessment, the Conservancy Board, after Notice and Hearing, may suspend any right or privilege of the Unit Owner and all occupants of the Unit, except as provided in Subsection (c) below, until such assessment is paid.
- (b) If a Unit Owner or occupant of the Unit breaches any provision of the Community Documents, the Conservancy Board, after Notice and Hearing, may suspend any right or privilege of the Unit Owner and all occupants of the Unit, except as provided in Subsection (c) below, for a period not to exceed the longer of thirty calendar days or until the breach is cured.
- (c) The suspension of any right or privilege under this Section:
 - (i) Shall not deny a Unit Owner or other occupant of a Unit access to the Unit or the Limited Common Elements appurtenant to the Unit;
 - (ii) Shall not suspend a Unit Owner's right to vote or participate in meetings of the Association;
 - (iii) Shall not prevent a Unit Owner from seeking election as a director or officer of the Association;
 - (iv) Shall not permit the Association to withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any Person; and
 - (v) Shall not take effect until the Conservancy Board notifies the Unit Owner of its decision to suspend the use of the Common Elements.

ARTICLE 22
Insurance

Section 22.1 – Property Insurance for Woodmoor Lot Units, Village Home Units and Ridge Home Units. Property insurance shall be maintained by each Unit Owner of a Woodmoor Lot Unit, Village Home Unit, and each Unit Owner of a Ridge Home Unit. Each Unit Owner of a Woodmoor Lot Unit, Village Home Unit, and each Unit Owner of a Ridge Home Unit shall be required to provide the Association with a certificate of insurance annually. The property insurance minimally required to be maintained shall cover the Unit and all Limited Common Elements appurtenant to the Unit, fixtures, equipment, and any improvements and betterments, and may insure such personal property of Unit Owners as is normally insured under building coverage, but excluding

land. The cost for such insurance shall be borne by the individual Unit Owner. If a Woodmoor, Village or Ridge Home Unit Owner fails to maintain insurance for which the Unit Owner is responsible, the Association may, after Notice and Hearing to the affected Unit Owner, obtain insurance as it deems appropriate and charge the cost to such Unit Owner and/or the Unit Owner's Unit as a Common Expense assessment. In no event shall the Association be required to obtain such insurance. The Association cannot be held liable for any loss that may be incurred by any Unit Owner as a result of its failing to obtain insurance or obtaining insufficient insurance.

Each Woodmoor Lot Unit, Village Home Unit and Ridge Home Unit shall be insured for an amount equal to the Unit's estimated replacement cost at the time the insurance is purchased and at each renewal date. The insurance shall afford protection against 'all-risks' of direct physical loss commonly insured against. Village Home and Ridge Home Unit Owners shall acquire insurance that provides that the insurer may not cancel or refuse to renew the policy until thirty calendar days after notice of the proposed cancellation or non-renewal has been mailed to the Association or its designated agent, the Village or Ridge Home Unit Owner and the holder(s) of a security interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

If a Unit Owner cannot obtain the insurances required by this Article 22, the Owner shall be required to immediately notify the Executive Board of same. Thereafter the Executive Board may obtain such coverage and assess the cost to the Unit Owner.

Section 22.1.1 – Coverage.

- (a) The Association shall maintain, as set forth in Sections 22.1.1 through 22.4, to the extent reasonably available and subject to reasonable deductibles:
 - (i) Property insurance on the Common Elements, insuring against those risks of direct physical loss commonly insured against, which insurance, after application of any deductibles shall be not less than one hundred percent (100%) of the replacement cost of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies;
 - (ii) Flood insurance in the event the Planned Community is located in a flood hazard area, as defined and determined by the National Flood Insurance Act, as amended, USC 42 Section 4101, P. L. 93-234; and

- (iii) Commercial general liability insurance, including medical payments insurance, in an amount determined by the Conservancy Board but not less than any amount specified in this Amended Declaration, covering all occurrences commonly insured against for bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and of all Units; and
- (b) In the case of a building that contains Units divided by horizontal boundaries described in the Declaration, or by vertical boundaries that comprise or are located within common walls between Units (Townhome Units and Duplex Units), the insurance maintained under subdivision (i) of subsection (a) of this section, to the extent reasonably available, shall include the Townhome Units and Duplex Units, and all improvements and betterments installed by Unit Owners; unless the Conservancy Board, after Notice and Comment, elects to maintain insurance coverage on less than all improvements and betterments, provided that in the event the Common Interest Community contains more than twelve (12) Units, the Conservancy Board shall:
 - (i) Prepare and maintain a schedule of the standard fixtures, improvements and betterments in the Units, including any standard wall, floor and ceiling coverings covered by the Association's property insurance policy;
 - (ii) Provide such schedule at least annually to the Unit Owners in order to enable Unit Owners to coordinate their homeowners insurance coverage with the coverage afforded by the Association's property insurance policy;
 - (iii) Include such schedule in any resale certificate prepared pursuant to Section 47-270 of the Act, as amended.
- (c) If the insurance described in subsections (a) and (b) of this section is not reasonably available, the Association promptly shall cause notice of that fact to be given to all Unit Owners. The Association may carry any other insurance it considers appropriate to protect the Association or the Unit Owners.
- (d) Insurance policies carried pursuant to subsections (a) and (b) of this section shall provide that: (1) Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association; (2) the insurer waives its right to subrogation

under the policy against any Unit Owner or member of his household; (3) no act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and (4) 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, subject to the provisions of this Amended Declaration.

- (e) Any loss covered by the property policy under subdivision (i) of subsection (a) and subsection (b) of this section 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. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of subsection (h) of this section, the proceeds shall be disbursed first for the repair or replacement 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 replaced, or the Common Interest Community is terminated.
- (f) An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.
- (g) An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the Association and, on request made in a record, to any Unit Owner or holder of a security interest. The insurer issuing the policy may not cancel or refuse to renew it until sixty (60) calendar days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner and each holder of a security interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.
- (h) Duty to rebuild.
 - (i) Any portion of the Common Interest Community for which insurance is required under this section which is damaged or destroyed shall be repaired or replaced promptly by the Association unless:

- (1) The Common Interest Community is terminated, in which case section 47-237 of the Act, as amended, applies,

- (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 the Unit Owners, including every Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves, regardless of whether such excess is the result of the application of a deductible under insurance coverage, is a Common Expense to the affected Council(s).
- (ii) If the entire Common Interest Community is not repaired or replaced:
- (1) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community, and
 - (2) Except to the extent that other persons will be distributees:
 - i. The insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear, and
 - ii. The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the affected Units.
- (iii) If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated on the vote as if the Unit had been condemned under subsection (a) of section 47-206 of the Act, as amended, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations, at the expense of the affected Council. Define promptly because amending the Declaration is a 1-year process.

Section 22.2 – Property Insurance.

(a) Property insurance covering:

- (i) The project facilities (which term means all buildings on the Property, including the Units (other than Woodmoor Lot Units, Ridge Home Units and Village Home Units) and all fixtures, equipment and any improvements and betterments, whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding all land, excavations, portions of foundations below the undersurface of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies;
- (ii) All personal property owned by the Association.

(b) Amounts.

- (i) The project facilities for an amount equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date.
- (ii) Personal property owned by the Association for an amount equal to its actual cash value.

(c) Deductibles. The deductible may not exceed the lesser of

- (i) \$25,000, adjusted from January 1, 2000 in accordance with the provision of Section 47-213 of the Act, as amended; or
- (ii) 1% of the replacement cost of the project facilities.

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

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

(f) The name of the insured shall be substantially as follows:

"Walden Woods Conservancy Inc. for the use and benefit of the Individual Owners."

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

Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

- (a) 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.
- (b) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his or her household;
- (c) 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.
- (d) 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.
- (e) The insurer may not cancel or refuse to renew the policy until sixty (60) calendar days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 22.4 – Fidelity Bonds. The Association shall carry, or cause to be carried, a blanket fidelity bond 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 shall name the Association as obligee and shall 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 shall include a provision that calls for thirty (30) calendar days written notice to the Association, to each holder of a Security Interest in 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 premiums, only ten (10) calendar days' notice shall be required.

Section 22.5 – Unit Owner Policies.

- (a) Other Insurance. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.
- (b) Notice to Unit Owners. At least once in each calendar year, the Association shall give notice to each Unit Owner of the need to obtain individual coverage for repair costs that may be allocated against his or her Unit under the provisions of Subsection 19.2(i) and/or Subsection 19.2(f) and/or Subsection 23.2(b). However, the failure of the Association to furnish such notice shall not, in any way, prevent it from making the allocations provided for in those Subsections.

Section 22.6 – Workers' Compensation Insurance. The Conservancy Board shall 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 Conservancy Board shall obtain and maintain directors' and officers' liability insurance, covering all of the Directors and officers of the Association in such limits as the Conservancy Board may, from time to time, determine.

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

Section 22.9 – Premiums. Insurance premiums for coverage provided by the Association shall be a Common Expense and assessed in accordance with Article 19.

ARTICLE 23
Damage To or Destruction of Property

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

- (a) The Common Interest Community is terminated;

- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (c) Eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 23.2 – Cost. This section shall not apply to Woodmoor Lot Units, Village Home Units and Ridge Home Units.

- (a) Except as Provided in Subsections 6.5, 19.2.1(i), 19.2(l) and/or 23.2(b), the cost of Repair or Replacement in excess of insurance proceeds shall be a Council Common Expense assessed against all Units under Section 19.2.1.
- (b) Except as Provided in Subsections 6.5 & 19.2(i) the cost of Repair or Replacement in excess of insurance proceeds whether resulting from a deductible in the property insurance coverage or otherwise, which does not exceed the limits set out in Subsection 22.2(c) or so much of the deductible that does not exceed that limit, shall be allocated as follows:
 - (i) If the Repair or Replacement is entirely to the Common Elements, the excess shall be a Council Common Expense assessed against all Units under Section 19.2.1.
 - (ii) If the Repair or Replacement is entirely to a single Unit, the excess shall be assessed against the affected Unit only, under Subsection 19.2.
 - (iii) If the Repair or Replacement is to two or more Units or to one or more Units and the Common Elements, the excess shall be prorated among the affected Unit or Units and Common Elements as the case may be in the same proportion as the total cost of Repair or Replacement to each of the affected Units and Common Elements bears to the total cost of Repair or Replacement to all of the affected Units and Common Elements. In calculating this portion, the Association may rely on itemized bills or reports from the contractor or contractors making the repairs or on estimates prepared by an adjuster or construction estimator engaged by the company issuing the property insurance coverage required under Section 22.2 or engaged by the Association. The portion of the excess allocated to an affected Unit under this Subsection 23.2(b) (iii) shall be assessed against the Unit or units under Section 19.2(f). The portion of the excess allocated to the Common

Elements shall be assessed as a Council Common Expense under Section 19.2.1.

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

Section 23.4 – Replacement of Less Than Entire Property.

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

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

Section 23.6 – Certificates by the Conservancy Board. A trustee, if any, may rely on the following certifications in writing made by the Conservancy Board after a vote:

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

Section 23.7 – Certificates by Attorneys. If payments are to be made to Unit Owners or mortgagees, the Conservancy Board, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the Land Records of the Town of Windsor from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

Section 23.8 – Duty to Restore. The Association has the responsibility to insure his or her Unit and the duty to restore, repair or replace his or her Unit following any damage or destruction to the Unit subject to the other provisions of this Article 23 and other provisions of the Declaration.

Section 23.9 – Village Home Unit and Ridge Home Unit – Unit Owners' Duty to Restore. Any portion of a Village Home or a Ridge Home Unit for which the Unit Owner is required to maintain insurance under this Declaration shall be repaired or replaced promptly by the Unit Owner using the proceeds of the insurance carried under the provisions of Section 22.1 and, if these proceeds are insufficient or unavailable, using the Unit Owner's own funds, unless:

- (a) The Common Interest Community is terminated;
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (c) Eighty percent of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 23.10 – Woodmoor Lot Unit – Unit Owners' Duty to Restore or Demolish. If the building on a Woodmoor Lot Unit is damaged or destroyed, the Unit Owner shall either repair or replace it promptly or demolish it, grade the land and plant grass on it.

Section 23.11 – Plans. Woodmoor Lot, Village Home and Ridge Home Units must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Conservancy Board and the Standards Committee.

Section 23.12 – Insurance Proceeds. From insurance proceeds received, a Woodmoor Lot, Village Home or Ridge Home Unit Owner shall immediately repair or restore the damaged Property to its original condition.

Section 23.13 – Time to Rebuild. A Woodmoor Lot, Village Home or Ridge Home Unit Owner will use Best Efforts to commence repair and rebuilding of the damaged property within six months, and if the Unit Owner fails to so commence, the Association, after Notice and Hearing, has the right to clear the building from the Property and grade the Lot and plant grass at the expense of the Unit owner. The Association will have the right to lien the Unit for the cost of the work as an Assessment.

ARTICLE 24

Right to Notice and Comments; Notice and Hearing

Section 24.1 - Right to Notice and Comment. Before the Conservancy Board on its own, at the request of a Council or the Standards Committee, amends the Bylaws or the Rules, whenever the Community Documents require that an action be taken after Notice and Comment, and at any other time the Conservancy Board determines it is in the interest of the Association to do so, the Association shall give Notice to the Unit Owners at least ten calendar days before the date on which the Conservancy Board will act.

Before taking such action, the Conservancy Board shall observe the provisions of Article 14 of the Bylaws,

Any Notice pursuant to Section 24.1 shall include:

- (a) A statement that the Conservancy Board is considering an amendment to the Bylaws, or the Rules, or other action;
- (b) A copy of the text of the proposed amendment, addition or deletion; and
- (c) The date on which the applicable Board will act on the proposal after considering comments from the Unit Owners;

Section 24.2 - Procedures for Notice and Hearing – Generally

- (a) The procedures set out in this Section 24.2 shall be followed:

- (i) Whenever the Community Documents require that an action be taken after Notice and Hearing; and
 - (ii) Before the Association brings an action or institutes a proceeding against a Unit Owner other than a Declarant, except if the action is brought to prevent immediate or irreparable harm or to foreclose a lien for an assessment attributable to a Unit or fines imposed against a Unit Owner pursuant to the Documents.
- (b) The hearing must be held during a regular or special meeting of the Conservancy Board.
- (c) Not less than 10 business days prior to the hearing, the Association shall send written notice of the hearing to the Unit Owner(s), and to any other parties the Association considers appropriate.
- (i) The notice shall be sent to the Unit Owner(s) by certified mail, return receipt requested, and by regular mail.
 - (ii) The notice given under this Subsection 24.2(c) shall be in addition to any other notice of the meeting of the Conservancy Board required to be given by Association.
- (d) The notice shall include the following:
- a. The date, time and place of the hearing;
 - b. A general description of the alleged violation or the nature of the claim against the Unit Owner;
 - c. Instructions as to how the Unit Owner can participate in the hearing and present the Unit Owner's position; and
 - d. A general explanation of the consequences of not participating in the hearing.
- (e) At the hearing, the Unit Owner shall have the right, personally or through a representative, to present information orally, in writing, or both, subject to reasonable rules of procedure established by the Conservancy Board to assure a prompt and orderly resolution of the issues. The Conservancy Board may also receive information from anyone else who, in the opinion of the Conservancy Board will assist it in making a decision. The hearing shall not

be conducted as a formal trial. All information presented shall be considered in making a decision but shall not bind the decision makers.

- (f) The Conservancy Board shall make its decision and send notice of its decision within 30 calendar days after the conclusion of the hearing.
- (g) The notice shall be sent to the Unit Owner by certified mail, return receipt requested, and by regular mail.

Section 24.3 - Procedures for Notice and Hearing – On the Request of a Unit Owner.

- (a) Any Unit Owner seeking to enforce a right, grant or obligation imposed by the Act or the Community Documents against the Association or another Unit Owner, may submit a written request to the Association for a hearing. The request shall include:
 - a. A statement of the nature of the claim being made;
 - b. The names of the party or parties against whom the claim is being made; and
 - c. A reference to the provision or provisions of the Act or of the Community Documents on which the claim is based.
- (b) Not later than 30 calendar days after the Association receives such request, it shall schedule a hearing to be held during a regular or special meeting of the Conservancy Board. The meeting must be held not more than 45 calendar days after the Association receives the request.
- (c) Not less than 10 business days prior to the hearing, the Association shall send written notice of the hearing to the Unit Owner who requested the hearing, and it may be sent to any Unit Owner against whom a claim is being made and/or it may be sent to any other parties the Conservancy Board considers appropriate.
 - a. The notice shall be sent to the Unit Owner requesting the hearing by certified mail, return receipt requested and by regular mail;
 - b. The notice shall be sent to any other parties entitled to notice by regular mail; and

- c. The notice given under this subsection shall be in addition to any other notice of the meeting of the Conservancy Board required to be given by the Community Documents or by applicable law.
- (d) The notice shall include the following:
 - a. The date, time and place of the hearing; and
 - b. If the notice is sent to anyone other than the Unit Owner who requested the hearing, it shall also include copies of any other material submitted by the Unit Owner requesting the hearing to the Association in connection with the request.
- (e) At the hearing, the Unit Owner requesting the hearing and the Unit Owner, if any, against whom the claim is made shall have the right, personally or through a representative, to present information orally, in writing, or both, subject to reasonable rules of procedure established by the Conservancy Board to assure a prompt and orderly resolution of the issues. The Conservancy Board may also receive information from anyone else which, in the opinion of the Conservancy Board, will assist it in making a decision. The hearing shall not be conducted as a formal trial. All information presented shall be considered in making a decision but shall not bind the decision makers.
- (f) The Conservancy Board shall make its decision and send notice of its decision within thirty calendar days after the conclusion of the hearing.
 - (i) The notice shall be sent to the Unit Owner requesting the hearing by certified mail, return receipt requested, and by regular mail; and
 - (ii) The notice shall be sent by regular mail to any other parties given notice of the hearing.

ARTICLE 25

Open Meeting

Section 25.1 – Access. All meetings of the Conservancy Board and committees of the Conservancy Board including the Council Board shall be open to the Unit Owners, except as hereafter provided.

Section 25.2 – Notice. Notice of every such meeting shall be given in accordance with the provisions of the Bylaws

Section 25.3 – Executive Sessions. Meetings of the Conservancy Board may be held in executive session, only in accordance with the provisions of the Bylaws concerning executive sessions and/or as provided by the Act, as amended.

ARTICLE 26 Conservancy Board

The Conservancy Board shall have all of the powers and duties described in the Bylaws.

ARTICLE 27 Condemnation

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

ARTICLE 28 Special Services; Manner of Requesting; Etc.

- (a) Without limiting the generality of the terms "Special Services", all work, services and materials rendered or provided by the Association for (a) cleaning, painting and decorating, and for (b) nonstructural maintenance and repair, and for (c) maintenance, service, and repair of the Units or spaces which are Limited Common Elements designated on the Plans as being for the benefit only of, respectively, the Units shall be deemed to be Special Services.
- (b) The Owners of any Unit may request, through their Council, that the Conservancy Board provide to and levy assessments against all Units in such Council and their Owners to pay for, the Special Services described in Subsection 28(a) of this Section, and such request shall be binding upon all Units within such Council and the Owners thereof in the event that the Conservancy Board approves same by a vote of its members.
- (c) All requests for Special Services shall be in writing and shall describe in reasonable detail the desired Special Services.
- (d) In connection with the requested Special Services (except for individual Units specifically requesting such service), the Owners of the Council requesting such special service shall have the right of Notice and Comment.

- (e) The Conservancy Board may approve a request and may perform or contract for the requested Special Services for a Council or for individual Units subject to any or all of the following conditions:
- a. Except for annual Council Common Expense assessments allocated pursuant to its annual budget, which will be collected in monthly installments, the Conservancy Board may, in its sole discretion, require payment, in full and in advance, of the Common Expense assessment to cover the amount, as estimated by the Conservancy Board, of the expense anticipated for or in connection with the requested Special Services, plus a reasonable reserve for cost over-runs and contingencies; provided, that if such estimated payments are not sufficient to cover entirely the actual expenses involved, such deficiency shall be collected through additional Common Expense Assessments.
 - b. The requested Special Services and the Work to be performed and materials to be supplied in connection therewith must comply in all respects with all applicable ordinances, regulations, laws, codes and orders, good engineering practices, the Instruments, and all Association Rules.
 - c. The requested work and materials, when completed and installed, must not adversely affect, as determined by the Conservancy Board or the Standards Committee, the architectural, structural or aesthetic integrity and character of the Common Interest Community.
 - d. Neither the Conservancy Board nor the Association shall have any liability whatsoever, except for gross negligence, in connection with interpreting the request for Special Services or for performing or providing the same.
 - e. The Conservancy Board may impose such other conditions as it may deem necessary or appropriate for the benefit and protection of the health, safety, welfare and convenience of all Unit Owners, the Association and the Common Interest Community.
- (f) Special Services undertaken by any employee of the Association or its contractor or subcontractor shall only be undertaken with the authority of the Association under guidelines established by it or by the Manager. The cost of such services shall be a Common Expense to the applicable council and shall be paid to the Association. No employee may receive compensation directly from Unit Owners or occupants for provision of services to the Unit Owner's Unit during working hours. Such employees may be employed by Unit Owners or occupants outside of working hours, pursuant to permission from the Association or Manager, provided services provided shall not directly supplant or compete with the same services offered by the Association.

ARTICLE 29

Miscellaneous

Section 29.1 – Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents or the intent of any provision thereof.

Section 29.2 – Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so requires.

Section 29.3 – Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 29.4 – Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 29.5 – Conflict. The Documents are intended to comply with the requirements of the Act, as amended, and Chapter 602 of the Connecticut General Statutes. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

Section 29.6 – Execution of Documents. The President or Secretary of the Association is responsible for preparing, executing, filing and recording amendments to the Documents.

Schedule A-1
Description of Land

A certain piece or parcel of land containing approximately 153.341 acres situated on the westerly side of Marshall Phelps Road in the Town of Windsor, County of Hartford and State of Connecticut. Said parcel is bounded and described as follows:

Beginning at a point set in the westerly street line of Marshall Phelps Road, said point marking the northeasterly corner of land now or formerly of I.R.E Real Estate Investment Fund LTD. And southeasterly corner of the parcel herein described; thence N 61° 44' 19" W along said I.R.E., a distance of 282.08 feet to a point; thence N 89° 54' 07" W along said I.R.E., a distance of 280.12 feet to a point; thence S 61° 18' 29" W along said I.R.E., a distance of 782.00 feet to a point; thence S 79° 15' 59" W along said I.R.E., a distance of 330.70 feet to a point; thence N 65° 01' 42" W along other land now or formerly of Culbro Land Resources, Inc., a distance of 1783.24 feet to a point, said point marking the western-most corner of the parcel herein described; thence N 28° 56' 50" E along said land now or formerly of Henrique F. and Maria V. Lopes, Jeffery S. and Lorraine K. Aldrich and Oswald D. and Eddie T. Green, in part by each, a distance of 820.64 feet to a point; thence continuing N 28° 56' 50" E along land now or formerly of David W. and Robin D. Hutchins, Ralph and Lorna L. Miller, David P. and Melissa J. Towle and Salvatore R. and Grace P.. Gius, in part by each a distance of 459.00 feet to a point; thence N 28° 46' 05" E along said Gius and land now or formerly of Thomas F. and Murielle Mazun, in part by each, a distance of 217.87 feet to a point; thence N 28° 36' 50" E along said Mazun and land now or formerly of Alvin J. Jr. and Nanette Frycell, in part by each, a distance of 183.44 feet to a point; thence N 28° 34' 15" E along said Fruxe;; and land now or formerly of Wayne A. and Gail J. Peters and land now or formerly of Robert E. Ploszaj, in part by each, a distance of 202.39 feet to a point; thence N 27° 08' 53" E along land now or formerly of John H. and Janice K. Stevens, a distance of 232.83 feet to a point; thence N 26° 46' 57" E along said Stevens and land now or formerly of William K. and Gay D. Hill, in part by each, a distance of 314.20 feet to a point; thence N 27° 00' 57" E along land now or formerly of John P. and Elinor C. Cowan, and land now or formerly of Douglas M. and Caryl S. Goddard, in part by each, a distance of 332.30 feet to a point; thence S 50° 55' 08" E along said Goddard, a distance of 93.87 feet to a point; thence continuing S 50° 55' 08" E along said Goddard, a distance of 25.75 feet to a point; thence N 28° 00' 12" E along said Goddard and land now or formerly of Lee K. and Bridget A. Dailey, in part by each, a distance of 517.24 feet to a point; thence N 05° 19' 47" E along said Dailey and land now or formerly of Albert L. and Virginia P. Quarti, in part by each, a distance of 75.27 feet to a point, which point marks the northern-most corner of the parcel herein described; thence S 56° 48' 43" E along land now or formerly of Nestor P. and Ann T. Lord, a distance of 300.00 feet to an iron pin; thence S 52° 45' 33" E along said Lord, a distance of 311.36 feet to an iron pin; thence S 58° 26' 07" E along said Lord, a distance of 700.00 feet to an iron pin; thence S 310° 09' 45" W, a distance of 270.00 feet, more or less, to a point; thence N 58° 50' 15" W a distance of 39.50 feet to a point; thence S 310° 09' 45" W, a distance of 220.00 feet to a point; thence S 58° 50' 15" E. a distance of 62.13 feet to a point; thence S 350° 30' 31" W, a distance of 42.35

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feet to a point; thence S 27° 15' 17" W, a distance of 325.55 feet to a point; thence S 1° 01' 36" W, a distance of 104.43 feet to a point; thence S 44° 11' 15" E, a distance of 187.36 feet to a point; thence S 170° 29' 45" E, a distance of 247.82 feet to a point; thence easterly along the arc of a curve to the right having a radius of 650.00 feet and a central angle of 13-12'39", a distance of 149.87 feet to a point; thence S 40° 17' 06" E, a distance of 240.00 feet to a point; thence S 890° 16' 15" E, a distance of 189.09 feet to a point; thence S 580° 06' 43" E a distance of 210.00 feet to a point; thence S 33° 35' 52" E, a distance of 344.36 feet to a point; thence S 580° 06' 43" E, a distance of 328.88 feet to a point in the westerly street line of Marshal Phelps Road, the last fifteen (15) courses being along land now or formerly of Mary Catherine Development Company, Inc.; thence running southwesterly along the arc of a curve to the left, along said street line, having a radius of 1290.00 feet and a central angle of 11° 41' 46" , a distance of 263.33 feet to a point; thence S 300° 28' 07" W along said street line, a distance of 45.25 feet to the point or place of beginning.

Together with all rights and interest under a certain Drainage Easement by Nestor P. and Ann T. Lord and in favor of Culbro Corporation and Mary Catherine Development Company, dated September 28, 1987, and recorded in Volume 655, at Page 222 on the Windsor Land Records. Together with all rights and interest under a certain Drainage Easement by Mary Catherine Development Company and in favor of Culbro Corporation, dated September 28, 1987, and recorded in Volume 655, at Page 225 of the Windsor Land Records. Reference is made to a certain map or plan entitled "Overall Subdivision Plan Walden Woods Prepared for Marshall Phelps Associates, Inc. Marshall Phelps Road, Windsor, CT Scale 1" = 200' March 16, 1988 Ed Lally and Associates 123 Prospect Hill Road Windsor, Conn. 06095 9the "Map"), "Scale Layout Plan Walden Woods Prepared for Culbro Homes, Inc. Marshall Phelps Road Windsor, CT Scale 1" = 100' March 16, 1988 Date Revision 3/31/88 Per Client 4/11/88 Per Town Staff Ed Lally and Associates 123 Prospect Hill Road Windsor, Conn 06095", and "Subdivision Plan 1 Subdivision Plan 2 Subdivision Plan 3 Subdivision Plan 4 Walden Woods Prepared for Marshall Phelps Associates, Inc. Marshall Phelps Road Windsor, CT Scale 1" = 40' March 16, 1988 Date Revision 3/31/88 Per Client 4/11/88 Per Town Staff Ed Lally and Associates 123 Prospect Hill Road Windsor, Conn. 06095",, which maps or Plans are on file or will be filed in the Land Records of the Town of Windsor.

The plans attached to the original declaration and amendments adding units are incorporated in this Amended and Restated Declaration. Additional items will be attached to amendments adding units in the future.

Schedule A-2
TABLE OF INTERESTS

Woodmoor Council Council Unit No.	Fractional Share of Conservancy Common Expenses	Fractional Share of Council Common Expenses	Votes in the Association
Lot 73	1/336	N/a	1
Lot 76	1/336	N/a	1
Lot 77	1/336	N/a	1
Lot 80	1/336	N/a	1
Lot 81	1/336	N/a	1
Lot 84	1/336	N/a	1
Lot 85	1/336	N/a	1
Lot 88	1/336	N/a	1
Lot 89	1/336	N/a	1
Lot 92	1/336	N/a	1
Lot 96	1/336	N/a	1
Lot 97	1/336	N/a	1
Lot 100	1/336	N/a	1
Lot 103	1/336	N/a	1
Lot 104	1/336	N/a	1
Lot 108	1/336	N/a	1
Lot 109	1/336	N/a	1
Lot 112	1/336	N/a	1
Lot 115	1/336	N/a	1
Lot 116	1/336	N/a	1
Lot 120	1/336	N/a	1
Lot 121	1/336	N/a	1
Lot 124	1/336	N/a	1
Lot 127	1/336	N/a	1
Lot 128	1/336	N/a	1
Lot 131	1/336	N/a	1
Lot 132	1/336	N/a	1
Lot 135	1/336	N/a	1
Lot 136	1/336	N/a	1
Lot 140	1/336	N/a	1
Lot 144	1/336	N/a	1
Lot 319	1/336	N/a	1
Lot 323	1/336	N/a	1
Lot 327	1/336	N/a	1
Lot 504	1/336	N/a	1
Lot 508	1/336	N/a	1
Lot 514	1/336	N/a	1
Lot 526	1/336	N/a	1
Lot 530	1/336	N/a	1
Lot 606	1/336	N/a	1
Lot 607	1/336	N/a	1
Lot 610	1/336	N/a	1
Lot 611	1/336	N/a	1
Lot 614	1/336	N/a	1
Lot 615	1/336	N/a	1

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Woodmoor Council Council Unit No.	Fractional Share of Conservancy Common Expenses	Fractional Share of Council Common Expenses	Votes in the Association
Lot 618	1/336	N/a	1
Lot 619	1/336	N/a	1
Lot 622	1/336	N/a	1
Lot 625	1/336	N/a	1
Lot 626	1/336	N/a	1
Lot 630	1/336	N/a	1
Lot 633	1/336	N/a	1
Lot 634	1/336	N/a	1
*Lot #70	1/336	N/a	1

Total Woodmoor Units: 54

*Amendment #15 – Lot # changed to #70 from 700 by Amendment at 1315/124.

Village Homes Council Unit No.	Fractional Share of Conservancy Common Expenses	Fractional Share of Council Common Expenses	Votes in the Association
Home 1	1/336	1/72	1
Home 2	1/336	1/72	1
Home 3	1/336	1/72	1
Home 4	1/336	1/72	1
Home 5	1/336	1/72	1
Home 6	1/336	1/72	1
Home 10	1/336	1/72	1
Home 11	1/336	1/72	1
Home 12	1/336	1/72	1
Home 14	1/336	1/72	1
Home 20	1/336	1/72	1
Home 21	1/336	1/72	1
Home 22	1/336	1/72	1
Home 23	1/336	1/72	1
Home 24	1/336	1/72	1
Home 26	1/336	1/72	1
Home 30	1/336	1/72	1
Home 31	1/336	1/72	1
Home 32	1/336	1/72	1
Home 33	1/336	1/72	1
Home 34	1/336	1/72	1
Home 35	1/336	1/72	1
Home 36	1/336	1/72	1
Home 37	1/336	1/72	1
Home 38	1/336	1/72	1
Home 39	1/336	1/72	1
Home 40	1/336	1/72	1
Home 41	1/336	1/72	1
Home 42	1/336	1/72	1
Home 43	1/336	1/72	1
Home 44	1/336	1/72	1
Home 101	1/336	1/72	1

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Village Homes Council Unit No.	Fractional Share of Conservancy Common Expenses	Fractional Share of Council Common Expenses	Votes in the Association
Home 103A	1/336	1/72	1
Home 105	1/336	1/72	1
Home 107	1/336	1/72	1
Home 120A	1/336	1/72	1
Home 121A	1/336	1/72	1
Home 122	1/336	1/72	1
Home 123	1/336	1/72	1
Home 124A	1/336	1/72	1
Home 130	1/336	1/72	1
Home 131A	1/336	1/72	1
Home 132A	1/336	1/72	1
Home 133	1/336	1/72	1
Home 134	1/336	1/72	1
Home 135A	1/336	1/72	1
Home 136A	1/336	1/72	1
Home 139	1/336	1/72	1
Home 140A	1/336	1/72	1
Home 141	1/336	1/72	1
Home 142	1/336	1/72	1
Home 143	1/336	1/72	1
Home 143A	1/336	1/72	1
Home 144A	1/336	1/72	1
Home 145	1/336	1/72	1
Home 146	1/336	1/72	1
Home 147	1/336	1/72	1
Home 151	1/336	1/72	1
Home 330	1/336	1/72	1
Home 334	1/336	1/72	1
Home 338	1/336	1/72	1
Home 342	1/336	1/72	1
Home 503	1/336	1/72	1
Home 507	1/336	1/72	1
Home 511	1/336	1/72	1
Home 515	1/336	1/72	1
Home 519	1/336	1/72	1
Home 523	1/336	1/72	1
Home 527	1/336	1/72	1
Home 531	1/336	1/72	1
Home 535	1/336	1/72	1
Home 539	1/336	1/72	1
Total Village Units: 72			

Ridge Homes Council Unit No.	Fractional Share of Conservancy Common Expenses	Fractional Share of Council Common Expenses	Votes in the Association
Home 103	1/336	1/30	1
Home 104	1/336	1/30	1
Home 107A	1/336	1/30	1
Home 108	1/336	1/30	1
Home 200 (404)	1/336	1/30	1
Home 201 *	1/336	1/30	1
Home 204 *	1/336	1/30	1
Home 205	1/336	1/30	1
Home 206	1/336	1/30	1
Home 331	1/336	1/30	1
Home 402	1/336	1/30	1
Home 405	1/336	1/30	1
Home 407	1/336	1/30	1
Home 408	1/336	1/30	1
Home 410	1/336	1/30	1
Home 411	1/336	1/30	1
Home 412	1/336	1/30	1
Home 416	1/336	1/30	1
Home 419	1/336	1/30	1
Home 424	1/336	1/30	1
Home 426	1/336	1/30	1
Home 418	1/336	1/30	1
Home 427	1/336	1/30	1
Home 430	1/336	1/30	1
Home 434	1/336	1/30	1
Home 435	1/336	1/30	1
Home 438	1/336	1/30	1
Home 442	1/336	1/30	1
Home 445	1/336	1/30	1
Home 446	1/336	1/30	1

Total Ridge Units: 30

* Homes 201 and 204 previously identified as 202 and a second 205

Duplex Homes Council Unit No.	Fractional Share of Conservancy Common Expenses	Fractional Share of Council Common Expenses	Votes in the Association
1/21	1/336	1/92	1
1/23	1/336	1/92	1
2/17	1/336	1/92	1
2/19	1/336	1/92	1
3/13	1/336	1/92	1
3/15	1/336	1/92	1
4/9	1/336	1/92	1
4/11	1/336	1/92	1
5/5	1/336	1/92	1
5/7	1/336	1/92	1

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6/1 Duplex Homes Council Unit No.	1/336 Fractional Share of Conservancy Common Expenses	1/92 Fractional Share of Council Common Expenses	1 Votes in the Association
6/3	1/336	1/92	1
7/38	1/336	1/92	1
7/40	1/336	1/92	1
8/42	1/336	1/92	1
8/44	1/336	1/92	1
9/41	1/336	1/92	1
9/43	1/336	1/92	1
10/37	1/336	1/92	1
10/39	1/336	1/92	1
11/33	1/336	1/92	1
11/35	1/336	1/92	1
12/29	1/336	1/92	1
12/31	1/336	1/92	1
13/25	1/336	1/92	1
13/27	1/336	1/92	1
14/21	1/336	1/92	1
14/23	1/336	1/92	1
15/17	1/336	1/92	1
15/19	1/336	1/92	1
16/13	1/336	1/92	1
16/15	1/336	1/92	1
17/9	1/336	1/92	1
17/11	1/336	1/92	1
18/5	1/336	1/92	1
18/7	1/336	1/92	1
19/1	1/336	1/92	1
19/3	1/336	1/92	1
20/2	1/336	1/92	1
20/4	1/336	1/92	1
21/6	1/336	1/92	1
21/8	1/336	1/92	1
22/10	1/336	1/92	1
22/12	1/336	1/92	1
23/18	1/336	1/92	1
23/20	1/336	1/92	1
24/22	1/336	1/92	1
24/24	1/336	1/92	1
25/2	1/336	1/92	1
25/4	1/336	1/92	1
26/6	1/336	1/92	1
26/8	1/336	1/92	1
27/5	1/336	1/92	1
27/7	1/336	1/92	1
28/1	1/336	1/92	1
28/3	1/336	1/92	1
29/30	1/336	1/92	1
29/32	1/336	1/92	1

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Duplex Homes Council Unit No.	Fractional Share of Conservancy Common Expenses	Fractional Share of Council Common Expenses	Votes in the Association
30/2	1/336	1/92	1
30/4	1/336	1/92	1
31/6	1/336	1/92	1
31/8	1/336	1/92	1
32/10	1/336	1/92	1
32/12	1/336	1/92	1
33/14	1/336	1/92	1
33/16	1/336	1/92	1
34/18	1/336	1/92	1
34/20	1/336	1/92	1
35/2	1/336	1/92	1
35/4	1/336	1/92	1
36/6	1/336	1/92	1
36/8	1/336	1/92	1
37/10	1/336	1/92	1
37/12	1/336	1/92	1
38/14	1/336	1/92	1
38/16	1/336	1/92	1
39/18	1/336	1/92	1
39/20	1/336	1/92	1
40/22	1/336	1/92	1
40/24	1/336	1/92	1
41/21	1/336	1/92	1
41/23	1/336	1/92	1
42/17	1/336	1/92	1
42/19	1/336	1/92	1
43/13	1/336	1/92	1
43/15	1/336	1/92	1
44/9	1/336	1/92	1
44/11	1/336	1/92	1
45/5	1/336	1/92	1
45/7	1/336	1/92	1
46/1	1/336	1/92	1
46/3	1/336	1/92	1
Total Duplex Units: 92			

Town Homes Council Unit No.	Fractional Share of Conservancy Common Expenses	Fractional Share of Council Common Expenses	Votes in the Association
49/2	1/336	1/88	1
49/4	1/336	1/88	1
49/6	1/336	1/88	1
49/8	1/336	1/88	1
50/10	1/336	1/88	1
50/12	1/336	1/88	1
51/14	1/336	1/88	1

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Town Homes Council Unit No.	Fractional Share of Conservancy Common Expenses	Fractional Share of Council Common Expenses	Votes in the Association
51/16	1/336	1/88	1
51/18	1/336	1/88	1
51/20	1/336	1/88	1
52/22	1/336	1/88	1
52/24	1/336	1/88	1
52/26	1/336	1/88	1
53/28	1/336	1/88	1
53/30	1/336	1/88	1
53/32	1/336	1/88	1
53/34	1/336	1/88	1
54/23	1/336	1/88	1
54/25	1/336	1/88	1
54/27	1/336	1/88	1
54/29	1/336	1/88	1
55/15	1/336	1/88	1
55/17	1/336	1/88	1
55/19	1/336	1/88	1
55/21	1/336	1/88	1
56/9	1/336	1/88	1
56/11	1/336	1/88	1
56/13	1/336	1/88	1
57/1	1/336	1/88	1
57/3	1/336	1/88	1
57/5	1/336	1/88	1
57/7	1/336	1/88	1
58/2	1/336	1/88	1
58/4	1/336	1/88	1
58/6	1/336	1/88	1
59/49	1/336	1/88	1
59/51	1/336	1/88	1
59/53	1/336	1/88	1
59/55	1/336	1/88	1
60/25	1/336	1/88	1
60/27	1/336	1/88	1
60/29	1/336	1/88	1
60/31	1/336	1/88	1
61/41	1/336	1/88	1
61/43	1/336	1/88	1
61/45	1/336	1/88	1
61/47	1/336	1/88	1
62/33	1/336	1/88	1
62/35	1/336	1/88	1
62/37	1/336	1/88	1
62/39	1/336	1/88	1
63/25	1/336	1/88	1
63/27	1/336	1/88	1
63/29	1/336	1/88	1
63/31	1/336	1/88	1

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Town Homes Council Unit No.	Fractional Share of Conservancy Common Expenses	Fractional Share of Council Common Expenses	Votes in the Association
64/17	1/336	1/88	1
64/19	1/336	1/88	1
64/21	1/336	1/88	1
64/23	1/336	1/88	1
65/9	1/336	1/88	1
65/11	1/336	1/88	1
65/13	1/336	1/88	1
65/15	1/336	1/88	1
66/1	1/336	1/88	1
66/3	1/336	1/88	1
66/5	1/336	1/88	1
66/7	1/336	1/88	1
67/36	1/336	1/88	1
67/38	1/336	1/88	1
67/40	1/336	1/88	1
67/42	1/336	1/88	1
68/28	1/336	1/88	1
68/30	1/336	1/88	1
68/32	1/336	1/88	1
68/34	1/336	1/88	1
69/24	1/336	1/88	1
69/26	1/336	1/88	1
70/16	1/336	1/88	1
70/18	1/336	1/88	1
70/20	1/336	1/88	1
70/22	1/336	1/88	1
71/8	1/336	1/88	1
71/10	1/336	1/88	1
71/12	1/336	1/88	1
71/14	1/336	1/88	1
72/2	1/336	1/88	1
72/4	1/336	1/88	1
72/6	1/336	1/88	1
Total Town Homes Units: 88			

Schedule A-3
Survey

The Surveys attached to the original Declaration and amendments thereto are incorporated into this Amended and Restated Declaration. See Also Schedule A-6 below.

Schedule A-4
Plans

The Plans attached to the original declaration and amendments thereto are incorporated in this Amended and Restated Declaration.

Schedule A-5
Survey

This Schedule A-5, together with the plan which is Schedule A-6 to the Amended and Restated Declaration, depict and describe the Council Areas in the Common Interest Community. In the event of any conflict between this Schedule A-5 and Schedule A-6, this Schedule A-5 shall control.

- A. **The lower portion of the Duplex Council Area**, is defined as the area of Duplex Homes to the generally easterly side of Big Walden Pond. The boundary of this Council Area begins at a point which is the intersection of the interior edge of the Walden Meadow sidewalk and a line extending the natural tree line running parallel to the exit side of Haskins. The interior edge of the sidewalk is defined as the edge of the sidewalk furthest from Walden Meadow Road. This point is shown on Schedule A-6 as Point 1 on Sheet V-105.

The line then runs generally southwesterly along the natural tree line behind Haskins, around the Marble Faun Circle and then generally northerly behind Marble Faun. It runs to a point which is an extension of the tree line to its intersection with the interior edge of the Walden Meadow sidewalk. This is shown as Point I on Sheet V-101. From that point it runs generally easterly along the interior edge of the Walden Meadow sidewalk back to its starting point on Haskins, Point 1 on Sheet V-105.

- B. **The boundary of the upper portion of the Duplex Council Area** starts at a point along the interior edge of the Walden Meadow sidewalk, where a perpendicular line would encompass the wall and plantings to the north of the Scarlet exit and then joins the natural tree line running parallel to Scarlet. This point is shown on Schedule A-6 as Point 3 on Sheet V-101.

The boundary runs generally southerly along the tree line behind that side of Scarlet until it comes into contact with the downstream edge of the concrete drain structure below the Scarlet parking area. The midpoint of the downstream edge of the structure is Point 4 as shown on the Schedule A-6 Sheet V-103. The line then turns generally westerly to the base of the retaining wall and then up the face of the wall to the Scarlet parking lot. The area which is between Point 4 and the parking area which includes the wire fencing and the retaining wall is split between Duplex and Town Home Councils.

The length of the top of the upper wall is split 50/50 between Duplex Council Area and the Townhome Council Area. At that dividing point, the boundary line turns generally westerly to divide the parking area, and then northwesterly to a

point equidistant between the northerly edge of the drive that serves the first Townhome at 25 Scarlet and the southerly corner of the foundation of the last Duplex at 23 Scarlet. The line then runs to the west and turns to the north to split the lawn area between Scarlet and Rhodora as well as the trees between 1-3 Scarlet and 28-30 Rhodora. It stops on the interior edge of Walden Meadow sidewalk shown on Schedule A-6 as Point 5 on Sheet V-101.

The boundary line then runs along the interior edge of the sidewalk generally easterly back to the starting point of the upper section of Duplex, shown on Schedule A-6 as Point 3 on Sheet V-101.

- C. **The boundary of the Townhome Council Area** begins at the point on the interior edge of Walden Meadow sidewalk that it shares with Duplex between 1 Scarlet and 28 Rhodora, shown on Schedule A-6 as Point 5 on Sheet V-101. It runs generally southerly along the interior edge of the Walden Meadow sidewalk until it crosses Jacobi so as to encompass the Jacobi dividing island inside the Townhome boundary and then connects to the southerly edge of the curb on Jacobi, shown on Schedule A-6 as Point 6 on Sheet V-101. The curb is part of Jacobi. The line then runs generally easterly along the outside edge of the Jacobi curb, but jogging to include the mailbox area, to a point where the ball field ends and the irrigated lawn begins alongside and behind 1-3-5-7 Last Leaf, shown on Schedule A-6 as Point 7 on Sheet V-101.

The boundary runs behind these Last Leaf homes along the edge of the ball field up to the southern property boundary, shown on Schedule A-6 as Point 8 on Sheet V-101. It then runs east along the property boundary to a point shown on Schedule A-6 as Point 9 on Sheet V-103 where it turns north to intersect with the start of the trail and the tree line behind the Last Leaf parking area, shown on Schedule A-6 as Point 10 on Sheet V-103. The tree line then runs behind the Last Leaf Townhomes until it turns north and west to run toward Scarlet to the point between the upper and lower retaining wall that is shared with the Duplex Council Area, shown on Schedule A-6 as Point 4 on Sheet V-103. It then runs westerly and to the north along the common boundary with the Duplex Council Area back to the location shown on Schedule A-6 as Point 5 on Sheet V-101.

- D. **The Ridge Council Area** is defined by the boundary lines of its individual Limited Common Elements and its private roads, islands, lamp posts, mailboxes, and mailbox walls.
- E. **The Woodmoor Council Area** is defined by the boundaries of its Lot Units.
- F. **The Village Council Area** is defined in two sections.

The first section, located around the Green is defined as the area inside the curbs of the Village side of Pierce, Hawthorne, Mercer, Walden Meadow, On the Green and back along Walden Meadow to Pierce.

The boundary of the second, or Knoll section, begins at a point shown on Schedule A-6 as Point 11 on Sheet V-101 on the westerly boundary line of the property with its origin on the interior edge of the Lockview sidewalk. The line then heads generally north along the line to a point shown on Schedule A-6 as Point 12 to the rear of 26 Ivy Lane on Sheet V-102. It then heads south along the tree line until it intersects with the curb on Walden Meadow Road, a point shown on Schedule A-6 as Point 13 on Sheet V-101. It then turns generally westerly to run along the interior edge of the Walden Meadow and Lockview curb until it meets the Lockview sidewalk. It then runs along the interior edge of the sidewalk until it meets the origin boundary line, a point shown on Schedule A-6 as Point 11 on Sheet V-101.

The following are not included in the Village Council Area:

- a. On the Green roadway and both its curbs;
- b. The Green;
- c. The sidewalk that fronts Walden Meadow;
- d. The grass section to the curb;
- e. The sidewalks in front, alongside and in back of the Meeting House;
- f. The parking areas next to the Meeting House; and
- g. The two stone walls that enclose the sidewalk to the Meeting House from Hawthorne.

The driveway aprons serving the Village Home Units are part of the Village Council Area.

G. Areas not included in Council Areas: the following, although otherwise located within the boundaries of a Council Area, are not part of any Council Area:

- a. The Vortecnic Units on Haskins, Scarlet, and Marble Faun. This includes only the units themselves and does not include catch basins, surface drains, drain pipes into or out of the units, drain pipes, structures, or water courses out of the units.
- b. The Amphibian Tunnel: this includes the approach into the tunnel, the tunnel itself, and the exit from the tunnel including the shrubs on the exit side.

- c. The four entrance markers, consisting of the two stone pillars on Mercer and the two stone pillars on Pierce. This includes the stonework and the plantings.
- d. The two stone walls, the beds surrounding the walls and the plantings in those beds which are adjacent to the Meeting House sidewalk which exits onto Hawthorne Lane.

Schedule A-6
Compilation Plan
Supplement to Survey

A certain Map entitled "COMPILATION PLAN WALDEN WOODS CONSERVANCY & COUNCIL BOUNDARIES SCHEDULE A-6 TO THE DECLARATION OF WALDEN WOODS PROJ. No. 20000355 V10 DATE: 06/20/2017 Sheets V-100 through V-105" by FUSS & O'NEILL, filed on the Windsor Land Records contemporaneously with the Fifty-Ninth Amendment to the Declaration. Said Maps are filed on the Windsor Land Records.

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