



After recording, please return to:
Sandler & Hansen, LLC
98 Washington Street, Third Floor
Middletown, CT 06457

**NOTICE OF AMENDMENT TO THE DECLARATION OF
THE COURTYARD AT HERITAGE GREEN
ADOPTED BY THE COURTYARD AT HERITAGE GREEN ASSOCIATION, INC.
SOUTHBURY, CONNECTICUT**

The undersigned, President of The Courtyard at Heritage Green Association, Inc., hereby certifies that the Amended and Restated Declaration of The Courtyard at Heritage Green dated May 1, 2021, and recorded on May 7, 2021, in Volume 726 at Page 416 of the Southbury Land Records, as amended to date, has been further amended to add the following Section 9.7:

Section 9.7 – Unit Transfer Fees.

- (a) Except as provided in Subsection 9.7(b), each time title to a Unit is transferred, the transferee shall pay to the Association a transfer fee of \$2,000.00. The payment shall be due at the time the Unit is transferred. On receipt of the payment, the Association shall furnish the transferee a receipt, in recordable form, verifying that the requirements of this Section 9.7 have been satisfied.
- (b) The fee described in Subsection 9.7(a) shall not apply to the following transfers of title:
 - (i) A transfer designed to give the transferee a Security Interest in the Unit.
 - (ii) A transfer to the holder of a Security Interest in a Unit by foreclosure, by deed in lieu of foreclosure, or by purchase at a foreclosure sale;
 - (iii) A transfer by descent or devise;
 - (iv) A transfer by a Unit Owner to his or her spouse, parent, child, or sibling;
or
 - (v) A transfer by a Unit Owner to the trustee of a trust of which the Unit Owner is a beneficiary.

This Amendment was adopted by the agreement of Unit Owners holding at least 67% of the voting power in the Association. There are no Eligible Mortgagees holding mortgages on Units in the Common Interest Community.

Dated August 25, 2023

Signed in the presence of:

The Courtyard at Heritage Green
Association, Inc.

Rosmary Rosomanko
KWHL

By Pamela R. Price
Pamela R. Price
Its President

State of Connecticut)

County of New Haven)

ss

Southbury August 25, 2023

Personally appeared Pamela R. Price, President of The Courtyard at Heritage Green Association, Inc., and acknowledged the foregoing to be her free act and deed and the free act and deed of the corporation.

Janet B. Titus

Commissioner of the Superior Court
Notary Public

My Commission Expires: 10

JANET B. TITUS
NOTARY PUBLIC #54364
State of Connecticut

MY COMMISSION EXPIRES OCT. 31, 2023

Attest

Daniel L. Kauter

Secretary, The Courtyard at Heritage Green Association, Inc.

RECEIVED FOR RECORD AT
SOUTHBURY, CT
9/5/2023 11:53:36 AM

Alie A. Brainerd Town Clerk



May 19, 2023

To: All Unit Owners

From: Courtyard Executive Board

Re: Amendment to Declaration

Attached please find an "Agreement to Amendment of Declaration of The Courtyard at Heritage Green."

The Board has voted unanimously in favor of modifying our Declaration to permit the charge of a transfer fee of \$2,000.00 at the time of the sale of a unit. This fee would be paid by the buyer to the Association at time of closing and would be added to the Association's capital account. Heritage Village has been doing this for many years and it is becoming more common now across the state.

The ammendment would be identified as Section 9.7 – Unit Transfer Fee. There are circumstances in which this fee would not be applied. Those types of sales (or transfers) are outlined in section 9.7(b) on the attached form.

In order to effect this revision to our documents, we require 67% of unit owners to approve this by signing the attached form, or 29 units. If you have any questions, please feel free to contact one of the board members listed below. Otherwise, please sign, date and return in the enclosed envelope by May 26th.

Thank you.

Pamela R. Price
860-227-9800

Ken Heidkamp
203-510-6966

Dennis Nauheimer
203-733-7073

Enclosure (1)

AGREEMENT TO AMENDMENT TO DECLARATION OF
THE COURTYARD AT HERITAGE GREEN

The undersigned, a Unit Owner at The Courtyard at Heritage Green, Southbury, Connecticut, hereby agrees to amend the Amended and Restated Declaration of The Courtyard at Heritage Green ("Declaration") as follows:

- A. To delete Subsection 20.2(c) of the Declaration and replace it with the following:
 - (c) The insurance policy may be subject to a deductible, which may be adjusted from time to time, based on then-current industry standards and availability.
- B. To delete Subsection 21.2(b) of the Declaration and replace it with the following:
 - (b) The cost of restoring Damage or Destruction in excess of insurance proceeds shall be a Common Expense, allocated as follows:
 - (i) If the restoration is entirely to the Common Elements, such excess shall be assessed against all Units under Section 17.1 of this Declaration.
 - (ii) If the restoration is entirely to a single Unit, such excess shall be assessed against the affected Unit only, under Subsection 17.2(g) of this Declaration.
 - (iii) In all other cases, such excess shall be prorated among the affected Unit or Units and Common Elements, as the case may be, in the same proportion as the total cost of restoration of each of the affected Units and Common Elements bears to the total cost of restoration of all of the affected Units and Common Elements. In calculating this proration, the Association may rely on itemized bills or reports from the contractor or contractors making the restorations or on estimates prepared by an adjuster or construction estimator engaged by the company issuing the property insurance coverage required under Section 20.2 of this Declaration or engaged by the Association. The portion of the excess allocated to an affected Unit under this Subsection 21.2(b)(iii) of this Declaration shall be assessed against the Unit under Subsection 17.2(g) of this Declaration. The portion of the excess allocated to the Common Elements shall be assessed as a Common Expense against all Units under Section 17.1 of this Declaration.

AGREEMENT TO AMENDMENT TO DECLARATION OF
THE COURTYARD AT HERITAGE GREEN

The undersigned, a Unit Owner at The Courtyard at Heritage Green, Southbury, Connecticut, hereby agrees to amend the Declaration of The Courtyard at Heritage Green by adding the following Section 9.7:

Section 9.7 – Unit Transfer Fees.

- (a) Except as provided in Subsection 9.7(b), each time title to a Unit is transferred, the transferee shall pay to the Association a transfer fee of \$2,000.00. The payment shall be due at the time the Unit is transferred. On receipt of the payment, the Association shall furnish the transferee a receipt, in recordable form, verifying that the requirements of this Section 9.7 have been satisfied.
- (b) The fee described in Subsection 9.7(a) shall not apply to the following transfers of title:
 - (1) A transfer designed to give the transferee a Security Interest in the Unit.
 - (2) A transfer to the holder of a Security Interest in a Unit by foreclosure, by deed in lieu of foreclosure, or by purchase at a foreclosure sale;
 - (3) A transfer by descent or devise;
 - (4) A transfer by a Unit Owner to his or her spouse, parent, child, or sibling; or
 - (5) A transfer by a Unit Owner to the trustee of a trust of which the Unit Owner is a beneficiary.

If the amendment set forth in this Agreement is not adopted in accordance with the Declaration of The Courtyard at Heritage Green on or before December 31, 2023, this Agreement shall be null and void. Otherwise it shall remain in full force and effect.

Dated: _____

Unit Number: _____

Unit Owner(s) Signature(s)

Printed Unit Owner NameS(s)

If this amendment is not adopted in accordance with the Declaration on or before December 31, 2024, this Agreement shall be null and void. Otherwise it shall remain in full force and effect.

Dated: _____

Unit Number: _____

Unit Owner (s) Signature (s)

Printed Unit Owner Name (s)
