

PUBLIC OFFERING STATEMENT

JUDITH LANE CONDOMINIUMS

This Public Offering Statement is made pursuant to the provisions of the Connecticut General Statutes, as amended. This statement is intended to disclose fully and accurately to a prospective buyer the characteristics of the Judith Lane Condominiums. The statement is only a summary and you should be aware that the Condominium Declaration, By-Laws, Purchase Agreement and Warranty Deed are legal instruments which define your rights and responsibilities both as a buyer and as an owner of a condominium unit.

1. The Name and Principal Address of the Declarant of the Condominium:

Declarant: Mountview Associates, A Partnership
1860 Baldwin Street
Waterbury, Connecticut

Condominium: Judith Lane Condominiums
Judith Lane
Waterbury, Connecticut

Judith Lane Condominiums is a condominium.

2. Description of the Common Interest Community:

Judith Lane Condominiums lies on a tract of land located on the east side of Judith Lane in Waterbury, Connecticut.

The Common Interest Community will consist of three (3) buildings with six dwelling units per building, for a total of eighteen dwelling units.

Dwelling units are two-story townhouses with full basements.

Each dwelling unit is comprised of a living room, kitchen with dining area and lavatory on the first floor; two bedrooms and a full bathroom on the upper level; and rough plumbing installed for a lavatory on the basement level.

3. Number of Units:

Judith Lane Condominiums, as described in the attached Declaration, contains eighteen (18) units.

4. Documents:

Unless otherwise noted, the following documents are attached to this Public Offering Statement and incorporated by reference:

(a) Declaration:

The Declaration is attached as Exhibit "A"; the Description of Buildings is Exhibit "B"; the Unit Reference Schedule is Exhibit "C"; Plans are Exhibit "D"; Legal Description is Exhibit "E" and Site Plan is Exhibit "F".

(b) Recorded covenants, conditions, restrictions and reservations created by the Declarant:

Since the Declarant has not created any recorded covenants, conditions, restrictions or reservations other than those contained in the Declaration, no copies are attached as an exhibit to this Public Offering Statement.

(c) By-Laws:

The By-Laws of Judith Lane Condominiums Association, Inc. are attached as Exhibit "G".

(d) Rules:

The Rules of Judith Lane Condominiums Association, Inc. are attached as Exhibit "H". These are the initial rules of the Association to be adopted at the organization meeting of the Association.

(e) Deed:

The form deed to be delivered to the purchaser is attached as Exhibit "I". It will be executed by the Declarant and dated as of the date of the closing. It will contain the designated Unit number appearing on the purchaser's sales contract.

(f) Contracts and leases to be signed by the purchasers at closing:

There are no leases or contracts to be executed by the purchaser at closing.

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

Management Contract: The Management Contract between Judith Lane Condominiums Association, Inc. and Mountview Associates (the "Manager") is attached as Exhibit "J". The management contract is for a term of two years beginning with the first conveyance of a Unit to a Unit Owner other than the Declarant and is terminable on 90 days' notice by either party. During the term of the contract, the Manager will perform duties listed in Section 2 of the contract for a fee of \$5.50 per Unit per month.

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

Mountview Associates is owned by the same individuals who control the Declarant.

5. Projected budget for the Association:

The projected budget for one year after the first conveyance to a purchaser, based on the assumption that all 18 Units declared in the first phase are occupied for all or most of the budget year, is attached as Exhibit "K".

All budgets are based on a 95 percent occupancy rate and the estimates are in current 1985 dollars unadjusted for possible inflation, and were prepared by Mountview Associates.

6. Services not reflected in the budget:

The Declarant is not providing any services or paying any expenses with regard to the Common Interest Community as described in the Declaration that it anticipates to be Common Expenses of the Association at any subsequent time.

The management fee of \$ 5.50 per Unit per month is a typical monthly management fee for condominiums of fifteen or more Units and is based on the assumption that all eighteen units will be sold.

7. Initial or special fees:

The Declarant will not collect from each purchaser, at closing, an initial or special fee.

8. Liens, defects or encumbrances:

Title to the Property and each Unit therein is subject to the following:

(a) Easement - F & J Inc. to Connecticut Light & Power dated May 28, 1964, recorded June 22, 1964 in the Waterbury Land Records in Volume 863, Page 436.

(b) Easement - George Skolnik to Connecticut Light & Power dated December 27, 1974, recorded January 13, 1975 in the Waterbury Land Records in Volume 1170, Page 181.

(c) Temporary turning circle on Judith Lane.

(d) The Declarant's right to grant easements to public utility companies and to convey improvements within those easements anywhere in the Common Interest Community for the purpose of furnishing utility and other services to buildings and improvements.

9. Financing offered or arranged by Declarant:

The Declarant is not offering any financing to Unit purchasers.

10. Warranties:

Statutory Warranties provided by the Act are as follows:

I. Express Warranties of Quality - Section 75.

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

(1) Any affirmation of fact or promise which relates to the unit, its use or rights appurtenant thereto, area improvements to the common interest community that would directly benefit the unit, or the right to use or have the benefit of facilities not located in the common interest community, creates an express warranty that the unit, area improvements and related rights and uses will conform to the affirmation or promise;

(2) Any model or description of the physical characteristics of the common interest community, including plans and specifications of or for improvements, creates an express warranty that the common interest community will substantially conform to the model or description;

(3) Any description of the quantity or extent of the real property comprising the common interest community, including surveys, creates an express warranty that the common interest community will conform to the description, subject to customary tolerances; and

(4) A provision that a purchaser may put a unit only to a specified use is an express warranty that the specified use is lawful;

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

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

II. Implied Warranties of Quality - Section 76.

(a) A declarant warrants to a purchaser that a unit will be in at least as good condition at the earlier of the time of

the conveyance or delivery of possession as it was at the time of contracting, reasonable wear and tear excepted.

(b) A declarant impliedly warrants to a purchaser that a unit and the common elements in the common interest community are suitable for the ordinary uses of real property of its type and that any improvements made or contracted for by him, or made by any person before the creation of the common interest community, will be (1) Free from defective materials; and (2) constructed in accordance with applicable law, according to sound engineering and construction standards, and in a workmanlike manner.

(c) In addition, a declarant warrants to a purchaser of a unit that may be used for residential use that an existing use, continuation of which is contemplated by the parties, does not violate applicable law at the earlier of the time of conveyance or delivery of possession.

(d) Warranties imposed by this section may be excluded or modified as specified in Section 77 of the act.

(e) For purposes of this section, improvements made or contracted for by an affiliate of a declarant are made or contracted for by the declarant.

(f) Any conveyance of a unit transfers to the purchaser all of the declarant's implied warranties of quality only to the extent such a conveyance would transfer warranties pursuant to chapter 827 of the general statutes.

(g) The warranties provided to a purchaser by a declarant pursuant to this section with respect to common elements to the association.

III. Exclusion or Modification of Implied Warranties of Quality. - Section 77.

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

IV. Statute of Limitation for Warranties - Section 78.

(a) A judicial proceeding for breach of any obligation arising under Section 75 or 76 of the Act shall be commenced within three years after the cause of action accrues.

(b) Subject to subsection (c) of this section, a cause of action for breach of warranty of quality, regardless of the purchaser's or association's lack of knowledge of the breach accrues: (1) As to a unit, at the time the purchaser to whom the warranty is first made enters into possession if a possessory interest was conveyed or at the time of acceptance of the instrument of conveyance if a nonpossessory interest was conveyed and (2) as to each common element, at the time the common element is completed and first used by a bona fide purchaser.

(c) If a warranty of quality explicitly extends to future performance or duration of any improvement or component of the common interest community, the cause of action accrues at the time the breach is discovered or at the end of the period for which the warranty explicitly extends, whichever is earlier.

V. Statutory Warranties - Chapter 827.

A second statutory warranty is found in Chapter 827, of the Connecticut General Statutes and is as follows:

Sec. 47-116. Definitions. As used in this chapter, unless the context otherwise requires: "improvement" means any newly constructed single family dwelling unit, any conversion condominium unit being conveyed by the declarant and any fixture or structure which is made a part thereof at the time of construction or conversion by any building contractor, subcontractor or declarant; "purchaser" means the original buyer, his heirs or designated representatives, of any improved real estate; "real estate" means any fee simple estate; and "vendor" means any person engaged in the business of erecting or creating an improvement on real estate, any declarant of a conversion condominium, or any person to whom a completed improvement has been granted for resale in the course of his business.

Sec. 47-177. Express Warranties. (a) Express warranties by a vendor are created as follows: (1) Any written affirmation of fact or promise which relates to the improvement and is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms to such affirmation or promise; (2) any written description of the improvement, including plans and specifications thereof, which is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms to such description; and (3) any sample or model which is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms substantially to such sample or model.

(a) No formal words, such as "warranty" or "guarantee", nor any specific intention to make a warranty shall be necessary to create an express warranty, provided a simple affirmation of the value of the improvement or a statement purporting to be an opinion or commendation of the improvement shall not of itself create such a warranty.

(b) No words in the contract of sale or the deed, nor merger of the contract of sale into such deed shall exclude or modify any express warranty made pursuant to subsection (a) of this section. Such warranty may, at any time after the execution of the contract of sale, be excluded or modified wholly or partially by any written instrument, signed by the purchaser, setting forth in detail the warranty to be excluded or modified, the consent of the purchaser to such exclusion or modification and the terms of the new agreement.

(c) An express warranty shall terminate: (1) In the case of an improvement completed at the time of the delivery of the deed to the purchaser, one year after the delivery or one year after the taking of possession by the purchaser, whichever occurs first; and (2) in the case of an improvement not completed at the delivery of the deed to the purchaser, one year after the date of the completion or one year after taking of possession by the purchaser, which ever occurs first.

Sec. 47-118, Implied Warranties. (a) In every sale of an improvement by a vendor to a purchaser, except as provided in subsection (b) of this section or excluded or modified pursuant to subsection (d), warranties are implied that the improvement is; (1) Free from faulty materials; (2) constructed according to sound engineering standards; (3) constructed in a workmanlike manner; and (4) fit for habitation, at the time of the delivery of the deed to a completed improvement, or at the time of completion of any improvement not completed when the deed is delivered.

(b) The implied warranties of subsection (a) of this section shall not apply to any condition that an inspection of the premises would reveal to a reasonably diligent purchaser at the time the contract is signed.

(c) If the purchaser, expressly or by implication, makes known to the vendor the particular purpose for which the improvement is required, and it appears that the purchaser relies on the vendor's skill and judgment, there is an implied warranty that the improvement is reasonably fit for the purpose.

(d) Neither words in the contract of sale, nor the deed, nor merger of the contract of sale into the deed is effective to exclude or modify any implied warranty; provided, if the contract of sale pertains to an improvement then completed, an implied warranty may be excluded or modified wholly or partially by a written instrument, signed by the purchaser, setting forth in detail the warranty to be excluded or modified, the consent of the purchaser to exclusion or modification, and the terms of the new agreement with respect to it.

(e) The implied warranties created in this section shall terminate: (1) In the case of an improvement completed at the time of the delivery of the deed to the purchaser, one year after the delivery or one year after the taking of possession by the purchaser, whichever comes first; and (2) in the case of an improvement not completed at the time of delivery of the deed to the purchaser, one year after the date of the completion or one year after taking of possession by the purchaser, whichever occurs first.

Sec. 47-119. Vendor Not to Evade by Intermediate Transfer. Any vendor who conveys an improvement to an intermediate purchaser to evade the provisions of this chapter shall be liable to the subsequent purchaser as if the subsequent conveyance had been effectuated by the vendor to the subsequent purchaser.

Sec. 47-120. Warranties Created By Chapter 827. Additional to Any Other Warranties. The warranties in this chapter shall be in addition to any other warranties created or implied by law.

VI. Statutory Warranty - Section 47-121.

A third statutory warrant is found in Section 47-121 of the Connecticut General Statutes and is as follows:

Implied Warranty with Certificate of Occupancy. The issuance by the building department of any municipality of a certificate of occupancy for any newly constructed single-family dwelling shall carry an implied warranty to the purchaser of such dwelling from the vendor who constructed it that such vendor has complied with the building code or the customary application and interpretation of the building code of such municipality. No action shall be brought on such implied warranty but within three years next from the date of the issuance of such certificate of occupancy.

VII. LIMITATIONS ON WARRANTIES

PURSUANT TO SUBSECTION 77(b) OF THE ACT AND SUBSECTION 47-118(d) OF THE CONNECTICUT GENERAL STATUTES, THE DECLARANT WILL INCLUDE IN ITS PURCHASE AGREEMENT A PROVISION THAT THE FOLLOWING WARRANTIES DESCRIBED ABOVE ARE EXCLUDED:

(a) NO WARRANTIES ARE MADE AS TO THE CONDITION OF ANY HOT WATER HEATER, AIR CONDITIONER, KITCHEN EQUIPMENT OR APPLIANCE OR OTHER ITEMS CONSIDERED CONSUMER PRODUCTS UNDER THE MAGNUSSEN-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT.

(b) IMPROVEMENTS AND APPLIANCES INSTALLED BY DECLARANT AT THE BUYER'S REQUEST AND EXPENSE, IF ANY, SHALL BE COVERED BY THE MANUFACTURER'S OR CONTRACTOR'S WARRANTY, IF ANY.

(c) THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OR HEALTH OF ANY SHRUBS, TREES OR PLANTINGS LOCATED ON THE AREAS SURROUNDING THE BUILDINGS. THE DECLARANT WILL DELIVER TO THE ASSOCIATION ANY NURSERY'S WARRANTIES THAT ARE BOTH APPLICABLE TO SUCH VEGETATION AND FOR THE SOLE BENEFIT OF THE UNIT OWNER'S ASSOCIATION.

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

11. Buyer's Right to Cancel:

(a) Within fifteen (15) days after receipt of a Public Offering Statement a purchaser, before conveyance, may cancel any contract for purchase of a unit from the Declarant, and

(b) If the Declarant fails to provide a Public Offering Statement to a purchaser before conveying a Unit, that purchaser may recover from the Declarant ten (10%) percent of the sales price of the Unit, plus ten (10%) percent of the share, proportionate to his or her Common Expense liability, of any indebtedness of the Association secured by Security Interests encumbering the Common Interest Community.

12. Unsatisfied judgments or pending suits:

There are no unsatisfied judgments or pending suits

against the Declarant or Judith Lane Condominiums Association, Inc.

13. Escrow:

Any deposit made in connection with the purchase of a Unit will be held in an escrow account until closing and will be returned to the purchaser if the purchaser cancels the contract pursuant to Connecticut General Statutes. The deposit will be held by Declarant's attorney as follows: Hertzmark & Crean, P.C., 76 Center Street, Waterbury, Connecticut.

14. Restrictions on use, alienation or occupancy:

The following use restrictions apply to all Units and to the Common Elements:

(a) Each Unit is restricted to residential use as a single-family residence. A single-family residence is defined as a single housekeeping Unit, operating on a non-profit, non-commercial basis, between its occupants, cooking and eating with a common kitchen and dining area.

(b) The use of Units and Common Elements is subject to the By-Laws and the Rules of the Association.

There is no restriction on the amount for which a Unit may be sold or otherwise transferred.

A Unit may not be conveyed pursuant to a time-sharing plan as defined in Chapter 734b of the Connecticut General Statutes.

A Unit may not be leased or rented for a term of less than 60 days and all leases or rental agreements must be in writing and subject to the requirements of the Documents and the Association.

Notwithstanding the foregoing, as long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model unit or sales office. The Declarant may also maintain management offices and signs and displays advertising the Common Interest Community.

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

The following is only a general description of the initial policies.

Fire, Extended Coverage, etc. Coverage of at least \$618,000.00, will be provided for all buildings, including:

- (a) The Common Elements;
- (b) The Units and all fixtures, equipment and any Improvements and betterments whether part of a Unit or a Common Element, but excluding land, excavations and the like;
- (c) Such personal property of the Unit Owners as is normally insured under building coverage; and
- (d) All personal property owned by the Association.

Liability. Liability insurance, including medical payments insurance, for at least \$1,000,000 insuring the Association and each Unit Owner with respect to liability arising out of or in connection with the use, ownership or maintenance of the Common Elements. However, a Unit Owner will not be insured against liability for accidents which are the Unit Owner's own fault, such as may occur within his or her Unit or Limited Common Elements, or for accidents with respect to which liability does not arise out of or in connection with the use, ownership or maintenance of the Common Elements.

You are urged to study these provisions and to consult with your own insurance advisor to assure yourself that you are aware of the extent of coverage provided by the Master Insurance Policy and to make arrangement for appropriate coverage, if additional coverage is necessary.

16. Zoning and other land use requirements.

The property is located within a R-M Zone, the R-M Zone of the City of Waterbury permits a wide range of multi-family residential uses.

17. A report of Thomas Kelly Associates dated April 5, 1985, Consulting Engineers, is attached as Exhibit "L" and a report of Merrell Associates, Architects dated April 10, 1985 is attached as Exhibit "M". These reports describe the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the buildings.

18. A report of Rubbo Construction Co. is attached as Exhibit "N", showing the date of construction of the conversion buildings, the useful life of appliances, together with the estimated cost, in current dollars, of replacing same.

19. There are no outstanding notices from the City of Waterbury of violations of building codes or other municipal regulations.

THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS OR HER SALES CONTRACT. ALL DISCLOSURE MATERIALS AND CONTRACTS ARE IMPORTANT DOCUMENTS AND IF NOT UNDERSTOOD, THE PROSPECTIVE PURCHASER SHOULD SEEK COMPETENT ADVICE.

Dated at Waterbury, Connecticut this 25 day of June, 1985.

MOUNTVIEW ASSOCIATES

ROCCO PERUGINI - A Partner

SALVATORE RUBBO - A Partner

DECLARATION OF CONDOMINIUM

JUDITH LANE CONDOMINIUMS

Mountview Associates, a Connecticut partnership with an office in Waterbury, Connecticut does hereby submit the real property in the Town of Waterbury, Connecticut described in Exhibit "E", to the provisions of the Common Interest Ownership Act of the Connecticut General Statutes, as amended for the purpose of creating Judith Lane Condominiums.

ARTICLE I
DEFINITIONS

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

Section 1.1 - Act. The Common Interest Ownership Act of the Connecticut General Statutes as it may be amended from time to time.

Section 1.2 - Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association, allocated to the Units in the Common Interest Community. The Allocated Interests are described in Article IX of this Declaration and shown on Exhibit "C".

Section 1.3 - Association. Judith Lane Condominiums Association, Inc. a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners.

Section 1.4 - By-Laws. The By-Laws of the Association, as they may be amended from time to time.

Section 1.5 - Common Elements. All portions of the Common Interest Community other than the Units.

Section 1.6 - Common Expenses. The expenses for the operation of the Common Interest Community as set forth in Section 19.1 of this Declaration.

Section 1.7 - Common Interest Community. Judith Lane Condominiums.

Section 1.8 - Declarant. Mountview Associates, a Connecticut Partnership or its successor.

Section 1.9 - Declaration. This document, including any amendments.

Section 1.10 - Development Rights. The rights reserved by the Declarant under Article VII of this Declaration to create Units, Common Elements and Limited Common Elements within the Common Interest Community.

Section 1.11 - Director. A member of the Executive Board.

Section 1.12 - Documents. The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, the

EXHIBIT "A"

"This Declaration consisting of 35 pages constitutes Exhibit A."

By-Laws, and the Rules as they may be amended from time to time. Any exhibit, schedule or certification accompanying a Document is a part of that Document.

Section 1.13 - 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 XVIII.

Section 1.14 - 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 XVIII.

Section 1.15 - Executive Board. The board of directors of the Association.

Section 1.16 - 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, trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes and light poles.

Section 1.17 - Limited Common Elements. A portion of the Common Elements allocated by the Declaration or by the operation of [Subsection (2) or (4) of Section 22] of the Act for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in the Common Interest Community are described in Article V of this Declaration.

Section 1.18 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 24.1 of this Declaration.

Section 1.19 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 24.2 of this Declaration.

Section 1.20 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government subdivision or agency, or other legal or commercial entity.

Section 1.21 - Plans. The Plans filed with this Declaration as Exhibit "D", as they may be amended from time to time.

Section 1.22 - Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 1.23 - Rules. Rules for the use of Units and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration.

Section 1.24 - Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.25 - Survey. The survey filed with this Declaration as Exhibit "F", as it may be amended from time to time.

Section 1.26 - 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.

Section 1.27 - Unit Owner. The Declarant or other Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

ARTICLE II
NAME AND TYPE OF COMMON INTEREST
COMMUNITY AND ASSOCIATION

Section 2.1 - Common Interest Community. The name of the Common Interest Community is Judith Lane Condominiums.

Section 2.2 - Association. The name of the Association is Judith Lane Condominiums Association, Inc.

ARTICLE III
DESCRIPTION OF LAND

The Common Interest Community is situated in the Town of Waterbury, Connecticut and is located on land described in Exhibits "E" and "F".

ARTICLE IV
MAXIMUM NUMBER OF UNITS,
IDENTIFICATION AND BOUNDARIES

Section 4.1 - Number of Units. The Common Interest Community presently contains a maximum of eighteen Units.

Section 4.2 - Identification of Units. All Units are identified by number and are shown on the Survey or Plans or both.

Section 4.3 - Boundaries. The boundaries of each Unit created by this Declaration are located as shown on the Survey and Plans and are more particularly described as follows:

- (a) Walls, floors, windows, exterior doors and ceilings are designated as boundaries of a Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, windows, exterior doors and ceilings are a part of the Common Elements.

- (b) Inclusions: Each Unit shall include the spaces and improvements lying within the boundaries described in Subsection 4.3(a) above, and shall also contain any pipes, wires, ducts and conduits situated in the perimeter walls of the Unit serving only that Unit.
- (c) 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 Subsection 4.3(a) above; and all chutes, pipes, flues, ducts, wires, conduits and other facilities running through any interic wall or partition for the purpose of furnishing utility and similar services to other Units or Common Elements or both.
- (d) Inconsistency with Survey and Plans: If this definition is inconsistent with the Survey and Plans, then this definition shall control.

ARTICLE V
LIMITED COMMON ELEMENTS

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

- (a) If any chute, flue, pipe, duct, wire, conduit, or any other fixture lies outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element, the use of which is limited 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) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designated to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.
- (c) 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.
- (d) Garages, if any, the use of which is limited to the Units to which they are assigned.
- (e) Attic space for each Unit, if any, the use of which is limited to the Unit.
- (f) Basement storage and utility areas, the use of which is limited to the Unit or Units as shown on the Plans.
- (g) Any space heating, water heating and air conditioning apparatus and all electrical switches, television, telephone and electrical receptacles and light switches serving one Unit exclusively, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.

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 all of the Unit Owners.

ARTICLE VI
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 6.2 - Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except the portions thereof to be maintained, repaired or replaced by the Association.

Section 6.3 - Limited Common Elements. Notwithstanding the provisions of Sections 6.1 and Section 6.2, each Unit Owner shall be responsible for removing all snow, leaves and debris from all patios and balconies which are Limited Common Elements appurtenant to his or her Unit. If any such Limited Common Element is appurtenant to two or more Units, the owners of those Units will be jointly responsible for such removal.

Furthermore, each Unit Owner shall be responsible for the maintenance, repair and replacement of those limited Common Elements described in Article V. Subsection (g) of this Declaration

Section 6.4 - Access. Any person authorized by the Executive 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, and for the purpose of performing installation alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 6.5 - Repairs Resulting From Negligence. Each Unit Owner shall reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association shall be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

ARTICLE VII
SUBSEQUENTLY ALLOCATED
LIMITED COMMON ELEMENTS

Those portions of the Common Elements shown as parking spaces on the Survey may be subsequently allocated as Limited Common Elements in accordance with Subsection 8.1(b) and Section 12.1 of this Declaration.

ARTICLE VIII
DEVELOPMENT RIGHTS AND OTHER
SPECIAL DECLARANT RIGHTS

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

- (a) The right to allocate as Limited Common Elements not more than eighteen of the parking spaces as shown on the Survey and assign them to particular units.
- (b) The right to construct utility lines, pipes, wires, ducts, conduits and other facilities across the land for the purpose of furnishing utility and other services to buildings on the land. The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes.

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

- (a) The Development Rights may be exercised at any time, but not more than seven (7) years after the recording of the initial Declaration.
- (b) The quality of construction of any Improvements to be created on the Property shall be consistent with the quality of those constructed pursuant to this Declaration as initially recorded.

Section 8.3 - Phasing of Development Rights. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

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

- (a) To complete Improvements indicated on the Survey and Plans filed with this Declaration;
- (b) To exercise any Development Right reserved in this Declaration;
- (c) To maintain sales offices, management offices, signs advertising the Common Interest Community, and models;
- (d) To use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community;
- (e) To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control subject to the provisions of Section 8.9 of this Declaration.

Section 8.5 - Models, Sales Office and Management Offices. As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain

any Unit owned by the Declarant or any portion of the Common Elements as a model Unit or sales office or management office.

Section 8.6 - Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in this Declaration.

Section 8.7 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

Section 8.8 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove from the property [promptly after the sale of the last Unit], any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 8.9 - Declarant Control of the Association.

- (a) Subject to Subsection 8.9(b): There shall be a period of Declarant control of the Association during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board. The period of Declarant control shall terminate no later than the earlier of:
- (i) sixty days after conveyance of sixty percent of the Units that may be created to Unit Owners other than a Declarant;
 - (ii) two years after all Declarants have ceased to offer Units for sale in the ordinary course of business; or
 - (iii) two years after any right to add new Units was last exercised.

A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant be approved by the Declarant before they become effective.

- (b) Not later than sixty days after conveyance of one-third of the Units that may be created to Unit Owners other than a Declarant, at least one member and not less than one-third of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.

- (c) Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.
- (d) Notwithstanding any provision of this Declaration or the By-Laws to the contrary, the Unit Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 8.10 - Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant until the earlier of the following:

- (a) so long as the Declarant is obligated under any warranty or obligation, holds a Development Right, owns a Unit; or
- (b) any Security Interest in any Units; or for seven (7) years after recording this Declaration, whichever is earliest. Earlier termination of certain rights may occur by statute.

Section 8.11 - Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE IX ALLOCATED INTERESTS

Section 9.1 - Allocation of Interests. The table showing Unit numbers and their allocated interests is attached as Exhibit "C". These interests have been allocated in accordance with the formulas set out in this Article IX.

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

- (a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Common Interest Community.
- (b) Liability for the Common Expenses. The percentage of liability for Common Expenses allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Common Interest Community.
- (c) Although minor variances exist, the floor areas of all units are considered equal and each of the eighteen units has a 5.5 percent interest.

- (d) Votes. Each Unit in the Common Interest Community shall have one equal Vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion or fraction of all of the votes as allocated in Schedule C.

ARTICLE X
RESTRICTIONS ON USE,
ALIENATION AND OCCUPANCY

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

- (a) Each Unit is restricted to residential use as a single-family residence. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial 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.
- (b) The use of Units and Common Elements is subject to the By-Laws and the Rules of the Association.
- (c) For any period during which any Common Expense assessment remains unpaid or, after Notice and Hearing, for any period not to exceed thirty (30) days, for any infraction of its published Rules, the Executive Board may suspend the right to use Common Elements not necessary to give access to a public street.

Section 10.2 - Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing plan as defined under Chapter 734b of the Connecticut General Statutes.

A Unit may not be leased or rented for a term of less than sixty (60) days. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association.

ARTICLE XI
EASEMENTS AND LICENSES

All easements or licenses to which the Common Interest Community is presently subject are recited in Exhibit "E" to this Declaration.

ARTICLE XII
ALLOCATION AND REALLOCATION
OF LIMITED COMMON ELEMENTS

Section 12.1 - Allocation of Limited Common Elements Not Previously Allocated. The Declarant has reserved the right, under Subsection 8.1(a) of this Declaration, to allocate as Limited Common Elements not more than eighteen of the parking spaces shown on the Survey. If any such parking spaces are so allocated, they shall be assigned to particular Units by amendment to this Declaration.

Any parking spaces which are not allocated as Limited Common Elements at the termination of the Development Rights period may be so allocated by the Association by amendment to this Declaration.

All amendments shall specify to which Unit or Units the Limited Common Element is allocated.

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 this Article XII except for basement storage areas or as part of a relocation of boundaries of Units pursuant to Article XIV of this Declaration. Basement storage areas may be reallocated by an amendment to the Declaration executed by the Unit Owners between or among whose Units the reallocation is made.

Such amendment shall require the approval of all holders of Security Interests in the affected Units, which approval shall be endorsed thereon. The persons executing the amendment shall provide an executed copy thereof to the Association which, if the amendment complies with the provisions of this Declaration and the Act, shall record it. The amendment shall contain words of conveyance and shall be recorded and indexed 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 attorneys' fees in connection with the review of the amendment and for recording costs.

ARTICLE XIII
ADDITIONS, ALTERATIONS AND IMPROVEMENTS

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

- (a) A Unit Owner.
- (i) May make any improvements or alterations to the interior of his or her 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 Executive Board;
 - (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 Subdivision is not an alteration of boundaries.
- (b) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 13.1(a)(ii). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.

- (c) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman 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.
- (d) All additions, alterations and improvements to the Unit and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

The provisions of this section shall not apply to the Declarant in the exercise of any Special Declarant Right.

Section 13.2 - Additions, Alterations and Improvements by Executive Board. Subject to the limitations of Sections 19.5 and 19.6 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE XIV
RELOCATION OF BOUNDARIES
BETWEEN ADJOINING UNITS

Section 14.1 - Application and Amendment. Subject to approval of any structural changes and required permits pursuant to Article XIII, the boundaries between adjoining Units may be relocated by an amendment to this Declaration on application to the Association by the owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interest, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty days after receipt of the application, 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 and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall 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 or 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 and its recording.

ARTICLE XV
AMENDMENTS TO DECLARATION

Section 15.1 - General. Except in cases of amendments that may be executed by the Declarant in the exercise of its Development Rights or by the Association under Sections 12.1 and 14.1, or by

certain Unit Owners under Section 14.1 of this Declaration and of the Act, and except as limited by Section 15.4 and Article XVIII of this Declaration, this Declaration, including the Survey and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes of the Association are allocated.

Section 15.2- Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article 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 every town in which any portion of the Common Interest Community is located and is effective only on recording. Any amendment, except an amendment pursuant to Article XIV of this Declaration, shall be indexed in the grantee index in the name of the Common Interest Community and the Association and in the grantor's index in the name of the parties executing the amendment.

Section 15.4 - When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act and this Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units, in the absence of unanimous consent of the Unit Owners.

Section 15.5 - Execution of Amendments. Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, 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 - Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

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

ARTICLE XVI AMENDMENTS TO BY-LAWS

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

ARTICLE XVII TERMINATION

Termination of the Common Interest Community may be accomplished only in accordance with [Section 38] of the Act.

ARTICLE XVIII MORTGAGEE PROTECTION

Section 18.1 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. 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 - Percentage of Eligible Mortgagees: Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

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 in 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) 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; and
- (e) Any judgment rendered against the Association.

Section 18.4 - Consent Required.

- (a) Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 18.4(a) may be effective without the vote of at least sixty-seven (67%) percent of the Unit Owners (or any greater Unit Owner vote required in this Declaration or the Act) and until approved in writing by at least fifty-one (51%) percent of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right. Material include 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 interests in the Common Elements or Limited Common Elements except that when

Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in 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 holding Security Interests in 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 any Eligible Mortgagee;
 - (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) Any provision that expressly benefits mortgage holders, insurers or guarantors.
- (b) Actions. Notwithstanding any lower requirement permitted by this Declaration or the Act, the Association may not take any of the following actions without the approval of at least fifty-one (51%) percent of the Eligible Mortgagees or such higher percentage as set forth herein:
- (i) The conveyance or encumbrance of the Common Elements or any portion thereof, as to which an eighty (80%) percent 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 for the benefit of the Common Interest Community shall not be deemed a conveyance or encumbrance within the meaning of this clause;
 - (ii) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
 - (iii) The restoration or repair of the Property after hazard damage or a partial condemnation in a manner other than that specified in the Documents;
 - (iv) The termination of the Common Interest Community, as to which a sixty-seven (67%) percent Eligible Mortgagee approval is required.
 - (v) The alteration of any partition or creation of any aperture between adjoining Units when Unit boundaries are not otherwise being affected, in which case only the owners of the Units affected and Eligible Mortgagees of those Units need approve the action.

- (vi) The merger of this Common Interest Community with any other common interest community;
- (vii) The granting of any easements, leases, licenses and concessions through or over the Common Elements excluding, however, any utility easements serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one year;
- (viii) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and
- (ix) Any action taken not to repair or replace the Property.

The foregoing consents do not apply to the exercise of any Development Right.

- (c) The Association may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Eligible Mortgagees

Section 18.5 - Development Rights. No Development Rights may be exercised or voluntarily abandoned or terminated by the Declarant unless all persons holding Security Interests in the Development Rights consent to the exercise, abandonment or termination.

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

Section 18.7 - Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if:

- (a) Any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer 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 their successors, and may be enforced by any of them by any available means, at 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.

ARTICLE XIX ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 19.1 - Definition of Common Expenses. Common Expenses shall include:

- (a) Expenses of administration, maintenance and repair or replacement of the Common Elements;
- (b) Expenses declared to be Common Expenses by the Documents or by the Act;
- (c) Expenses agreed upon as Common Expenses by the Association; and
- (d) Such reserves as may be established by the Association, whether held in trust or by the Association, for repair,

replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 19.2 - Apportionment of Common Expenses. Except as provided in Section 19.3, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Exhibit "C" to this Declaration.

Section 19.3 - Common Expenses Attributable to Fewer than all Units.

- (a) 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.
- (b) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against the Unit.
- (c) 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.
- (d) If any Common Expense is caused by the misconduct of a Unit Owner, the Association may, after Notice and Hearing, assess that expense exclusively against his or her Unit.
- (e) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Section 19.4 Lien.

- (a) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A Lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first or second Security Interest in 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 the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 19.5 of this Article which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in subdivision (2) of this Subsection. This Subsection does not affect the priority of mechanic's or materialmen's liens, or the priority of liens for other assessments made by the Association.

- (c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.
- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two years after the full amount of the assessments becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (e) This Section does not prohibit actions to recover sums for which Subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fee for the prevailing party.
- (g) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (h) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner pursuant to Section 52-204 of the Connecticut General Statutes to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 19.5 of this Declaration.
- (i) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against the Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 19.4(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.
- (j) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

Section 19.5 - Budget Adoption and Ratification. Within thirty (30) days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all

Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

Section 19.6 - Ratification of Non-budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 19.3 of this Declaration, in an amount greater than fifteen (15%) percent of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for ratification in the same manner as a budget under Section 19.5.

Section 19.7 - 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 business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

Section 19.8 - Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 19.2 and 19.3 shall be due and payable monthly.

Section 19.9 - Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board 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 19.10 - Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 19.11 - 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 19.12 - 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.

ARTICLE XX RIGHT TO ASSIGN FUTURE INCOME

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least fifty-one (51%) percent of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XXI
PERSONS AND UNITS SUBJECT TO DOCUMENTS

Section 21.1 - Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded on the Land Records of the Town of Waterbury are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

Section 21.2 - Adoption of Rules. The Executive Board may adopt Rules regarding the use and occupancy of Units, Common Elements and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

ARTICLE XXII
INSURANCE

Section 22.1 - Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Sections 22.2 and 22.3 of this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

Section 22.2 - Property Insurance.

(a) Property insurance covering:

(i) The project facilities (which term means all buildings on the Property, including the 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 land, excavations, portions of foundations below the undersurfaces of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and

(ii) All personal property owned by the Association.

(b) Amounts. The project facilities for an amount equal to eighty (80%) percent of their replacement cost at the time the insurance is purchased and at each renewal date. Personal property owned by the Association for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing 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.

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

(d) Other Provisions. Insurance policies required by this section shall provide that:

- (i) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household;
- (ii) 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;
- (iii) 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 policy provides primary insurance;
- (iv) Loss shall be adjusted with the Association;
- (v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and, in the absence of such designation, to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee;
- (vi) The insurer may not cancel or refuse to renew the policy until thirty (30) 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;
- (vii) The name of the insured shall be substantially as follows: "Judith Lane Condominiums Association, 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 Executive 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.

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

- (i) 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;
- (ii) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his or her household;
- (iii) 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;
- (iv) 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;
- (v) The insurer may not cancel or refuse to renew the policy until thirty (30) 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 - Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 22.5 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 22.6 - Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XXIII
DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 23.1 - Duty to Restore. Any portion of the Property for which insurance is required under Section 56 of the Act 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 (80%) 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 23.2 - Cost. The cost of repair or replacement in excess of insurance proceeds shall be a Common Expense.

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 Executive Board, a majority of Unit Owners and fifty-one (51%) percent 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 7(a)] of the Act, 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 Executive Board. A trustee if any, may rely on the following certifications in writing made by the Executive Board:

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

ARTICLE XXIV
RIGHTS TO NOTICE AND COMMENT:
NOTICE AND HEARING

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

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

Section 24.3 - Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXV
EXECUTIVE BOARD

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

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

- (a) Adopt and amend By-Laws, Rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements.
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the Act
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;
- (l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements and for services provided to Unit Owners;
- (m) Impose charges or interest or both for late payment of assessments and after Notice and Hearing, levy reasonable fines for violations of this Declaration, and the By-Laws Rules and regulations of the Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by the Act or statements of unpaid assessments;

- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;
- (p) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (q) Exercise any other powers conferred by this Declaration or the By-Laws;
- (r) Exercise all other powers that may be exercised in this sale by legal entities of the same type as the Association;
- (s) Exercise any other powers necessary and proper for the governance and operation of the Association; and
- (t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 25.3 - Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE XXVI
CONDEMNATION

If part 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 shall be payable in accordance with the Act.

ARTICLE XXVII
MISCELLANEOUS

Section 27.1 - 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 nor the intent of any provision thereof.

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

Section 27.3 - 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.

EXHIBIT B

DESCRIPTION OF BUILDINGS, COMMON ELEMENTS AND
LIMITED COMMON ELEMENTS

The Judith Lane Condominium is a condominium which consists of eighteen (18) units in three (3) separate buildings, each consisting of six (6) units.

In all, eighteen units are contained in three (3) detached buildings. Buildings #222, 228 and building #238 contain only two bedroom units.

Buildings #222, 223 and building #238 are laid out substantially identical, as are the units within them, with the exception that the adjoining units are mirror images of each other. Each of these buildings contains six (6) two bedroom units for a total of eighteen (18) two bedroom units in the condominium. Each building contains four (4) type "A" units and two (2) type "B" units for a total of six (6) two bedroom units. Each unit consists of a full basement, ground floor (first floor) and second floor. Common elements appurtenant to these units are all parts of the condominium property (e.g. the buildings, lawn and landscaping and the driveway) with the exception of the units themselves. The limited common elements appurtenant to each of the units consist of half of the precast concrete porch immediately adjacent to each of the units front entrance, the combination concrete slab, wood deck porch with steps to the rear of each unit accessed from the first floor by the sliding glass doors of that unit, and the wood balcony to the rear of each unit accessed from the second floor by the sliding glass doors of that unit.

Each of the unit's electrical systems is independently metered, the wiring serving each unit in the property is a limited common element for that unit.

Each of the type "A" units contains approximately 508 square feet in its basement, approximately 516 square feet on the first floor, and approximately 516 square feet on the second floor (for a total of 1540 square feet).

Each of the type "B" units contains approximately 508 square feet in its basement, approximately 516 square feet on the first floor, and approximately 531 square feet on the second (for a total of 1555 square feet).

Each of the units has a six foot glass door, two three foot sections, one sliding, one fixed (double glazing in both sections). All other windows in the units are double hung type.

Each of the units has one and one half bathrooms. The one half bathroom is on the first floor. Additionally, each unit's kitchen has a sink, dishwasher, stove, hood and wood cabinets.

All of the units have wall to wall carpeting throughout, except in the kitchen and a portion of the hallway between the kitchen and living room, where there is a vinyl tile flooring. Flooring on the first and second floors is 3/4" tongue and groove plywood underlayment. All bathrooms have ceramic tile flooring.

Each of the units is oil fired hot air heated, electrically air cooled and has its own thermostats and circuit breaker panel.

The buildings are wood frame with brick facing on the exterior walls. The front surface of the front entry cover is aluminum, as is a portion of the exterior dividing walls above the roof.

Each building has a full foundation, with footings and basement of poured concrete. Every other separating wall between units is divided by a continuous double layer of 5/8" firecode "C" gypsum board from the first floor through to the roof surface, with a poured concrete wall from the basement floor to the first floor. The roof is covered with asphalt shingles. All exterior walls are R-11 minimum fiberglass insulated, second floor ceilings are R-19 minimum fiberglass insulated. All units are drywalled on their interior walls and ceilings.

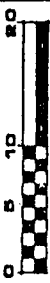
PLAN CERTIFICATION:
 CERTIFIED TO HAVE ALL THE
 INFORMATION REQUIRED BY
 SUBSECTION D OF SECTION 8B
 OF THE COMMON INTEREST
 OWNERSHIP ACT.



MERRELL ASSOCIATES
 architects
 planners
 Woodbury common, woodbury ct
 263-4113

EXHIBIT
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 DECLARATION
 OF
 CONDOMINIUM

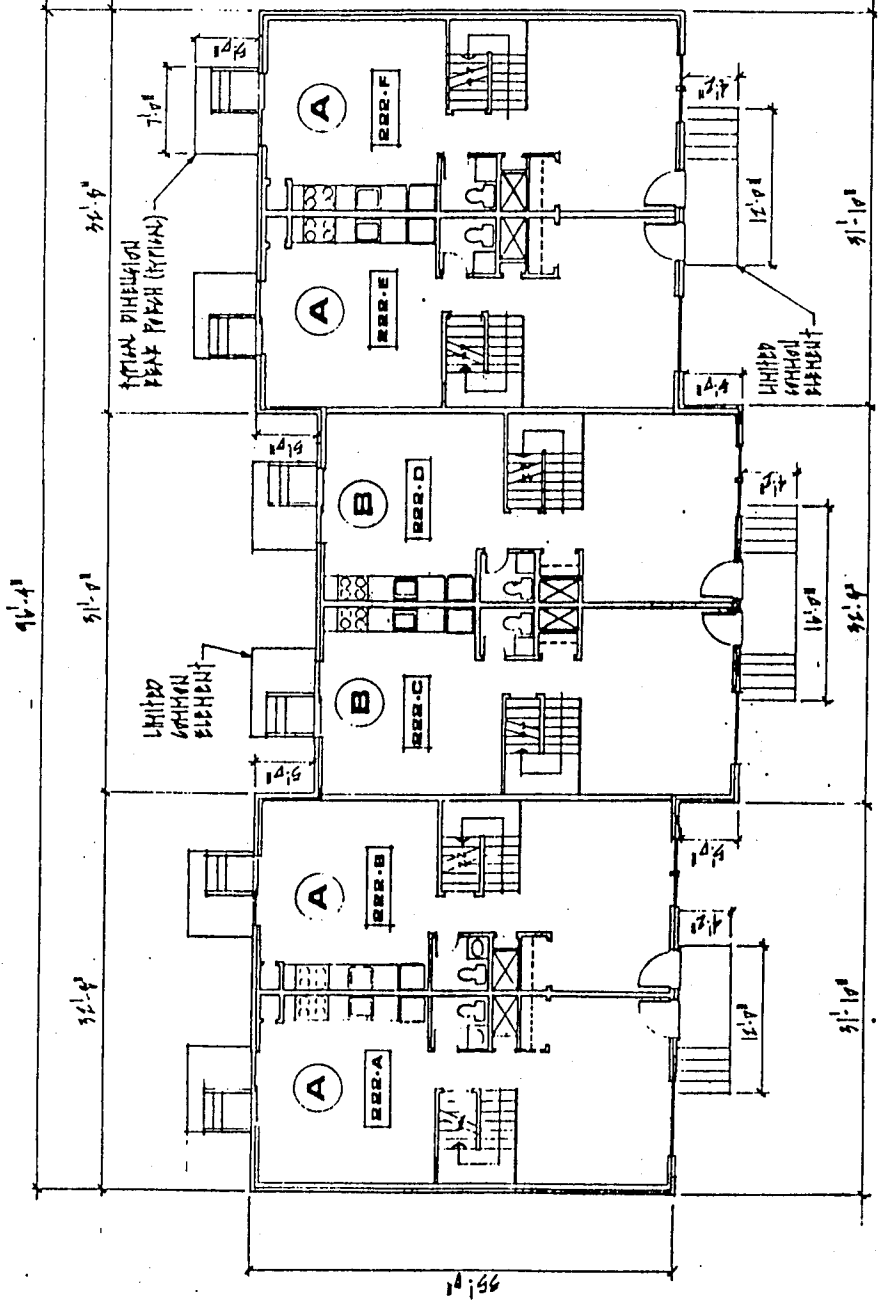
BUILDING **888**



**JUDITH LANE
 CONDOMINIUMS**
 WATERBURY, CONNECTICUT

OWNER:
**MOUNTVIEW
 ASSOCIATES**
 JUDITH LANE WATERBURY, CT.

FIRST FLOOR PLAN



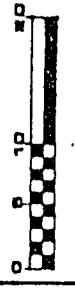
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 OF THE COMMON INTEREST
 OWNERSHIP ACT.



MERRILL ASSOCIATES
 architects
 planners
 Woodbury Commons, Waterbury, Ct.
 203 1135

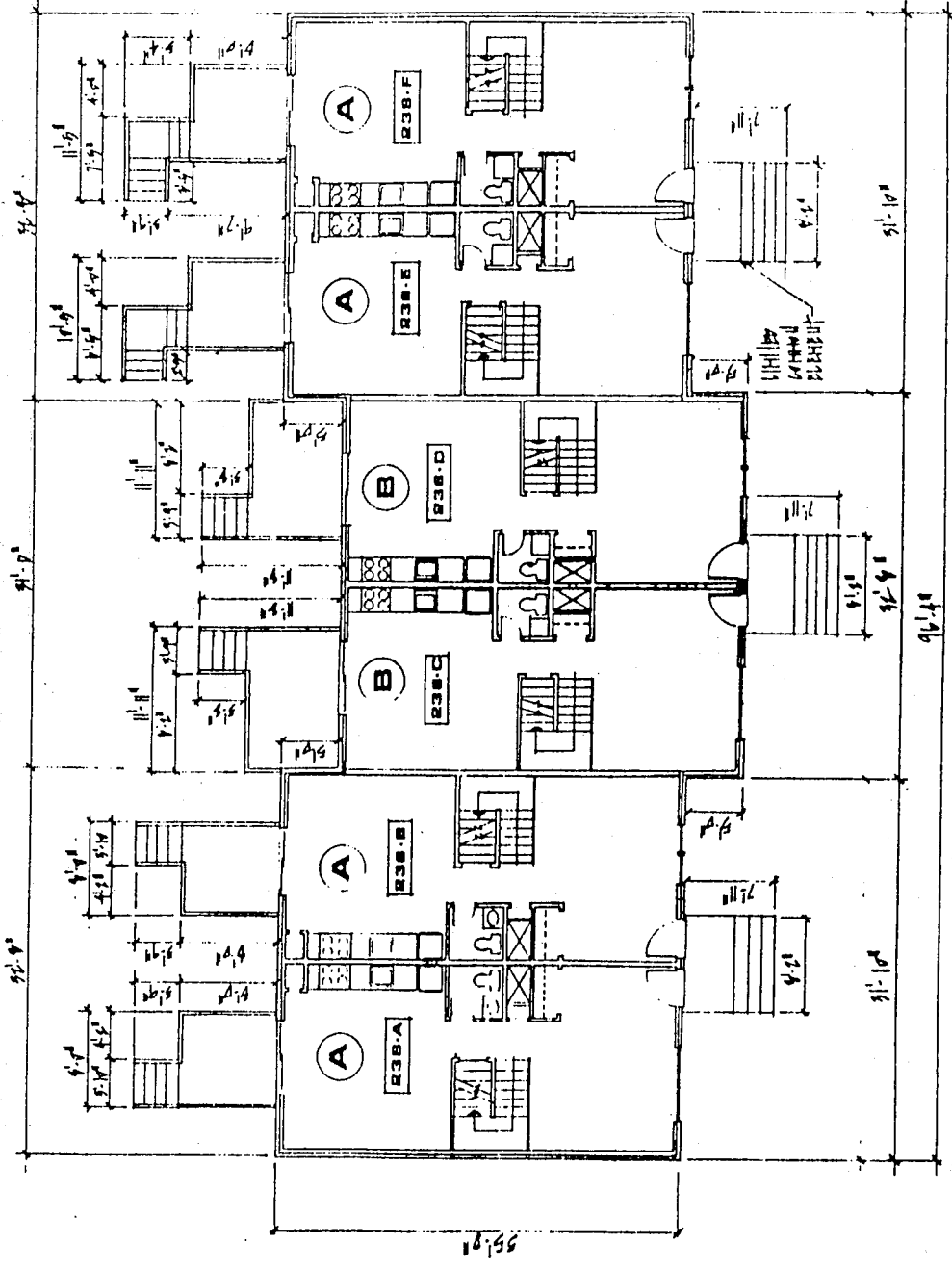
EXHIBIT
D
 DECLARATION
 OF
 CONDOMINIUM

BUILDING 238



**JUDITH LANE
 CONDOMINIUMS**
 WATERBURY, CONNECTICUT

OWNER:
**MOUNTVIEW
 ASSOCIATES**
 JUDITH LANE WATERBURY, CT.



FIRST FLOOR PLAN

PLAN CERTIFICATION:
 CERTIFIED TO HAVE ALL THE
 INFORMATION REQUIRED BY
 SUBSECTION D OF SECTION 36
 OF THE COMMON INTEREST
 OWNERSHIP ACT.



MERRILL ASSOCIATES
 architects
 planners

700 Albany Corporation, Waterbury, CT
 2011-11-15

3 OF 7

EXHIBIT
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 DECLARATION
 OF
 CONDOMINIUM

BUILDING SEE
 238
 238



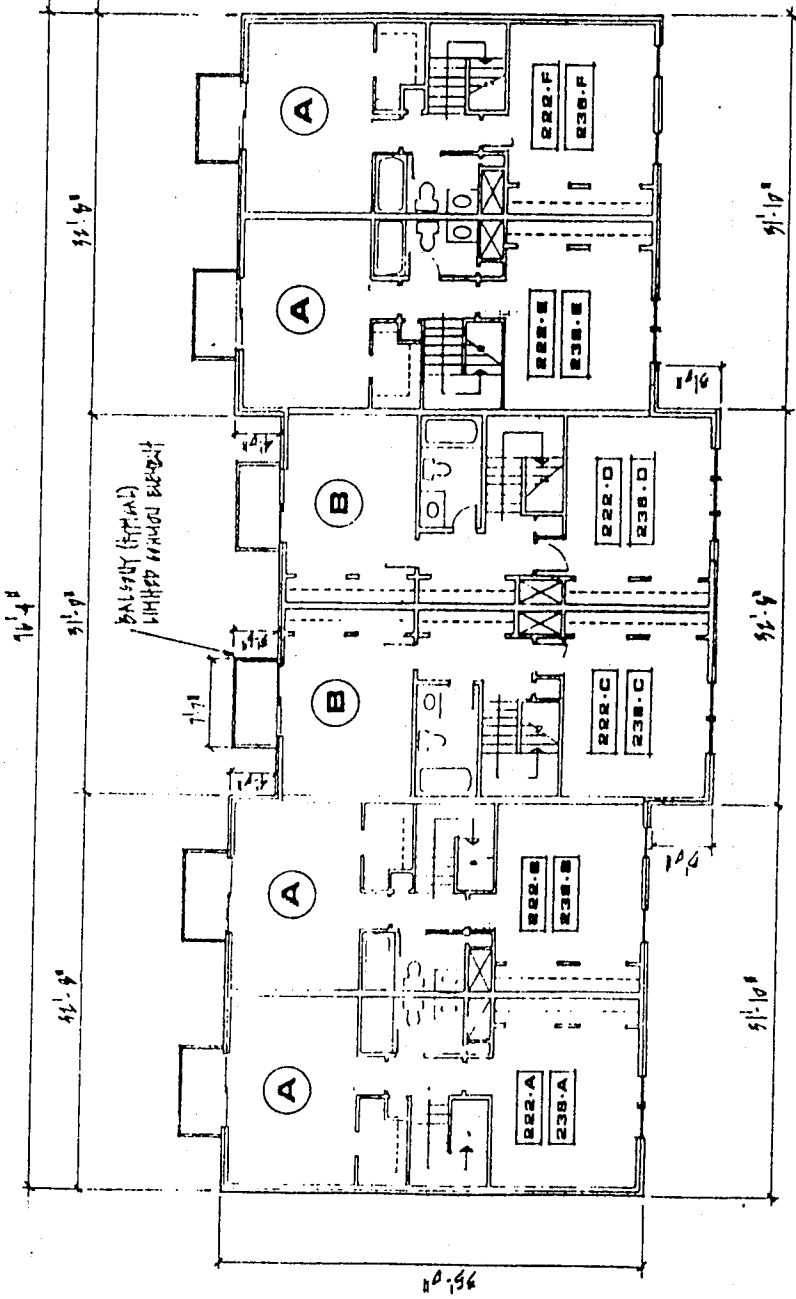
JUDITH LANE
 CONDOMINIUMS

WATERBURY, CONNECTICUT

OWNER:

MOUNTVIEW
 ASSOCIATES

JUDITH LANE WATERBURY, CT.




SECOND FLOOR PLAN

PLAN CERTIFICATION:
 CERTIFIED TO HAVE ALL THE
 INFORMATION REQUIRED BY
 SUBSECTION D OF SECTION 28
 OF THE COMMON INTEREST
 OWNERSHIP ACT.

ASSOCIATES
 architects
 planners

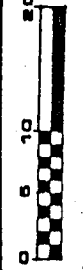
Woodbury Commons, Woodbury, Ct
 263-1115



4 of 7

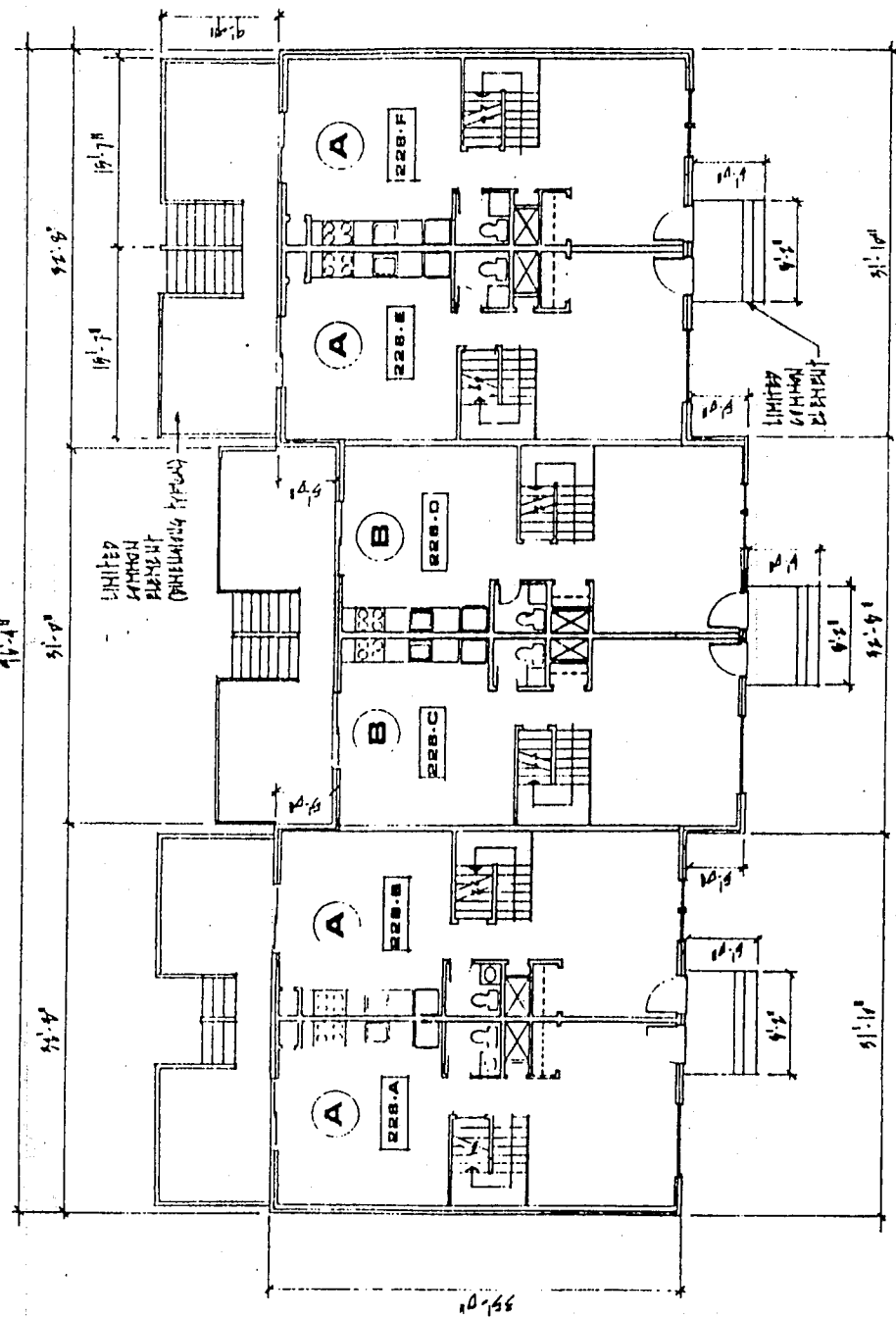
EXHIBIT D
 DECLARATION
 OF
 CONDOMINIUM

BUILDING 228



**JUDITH LANE
 CONDOMINIUMS**
 WATERBURY, CONNECTICUT

OWNER:
 MOUNTVIEW
 ASSOCIATES
 JUDITH LANE WATERBURY, CT.



FIRST FLOOR PLAN

PLAN CERTIFICATION:
 CERTIFIED TO HAVE ALL THE
 INFORMATION REQUIRED BY
 SUBSECTION D OF SECTION 8
 OF THE COMMON INTEREST
 OWNERSHIP ACT.



MERRILL ASSOCIATES
 architects
 planners
 woodbury commons, waterbury, ct.
 263-4115

EXHIBIT
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 DECLARATION
 OF
 CONDOMINIUM

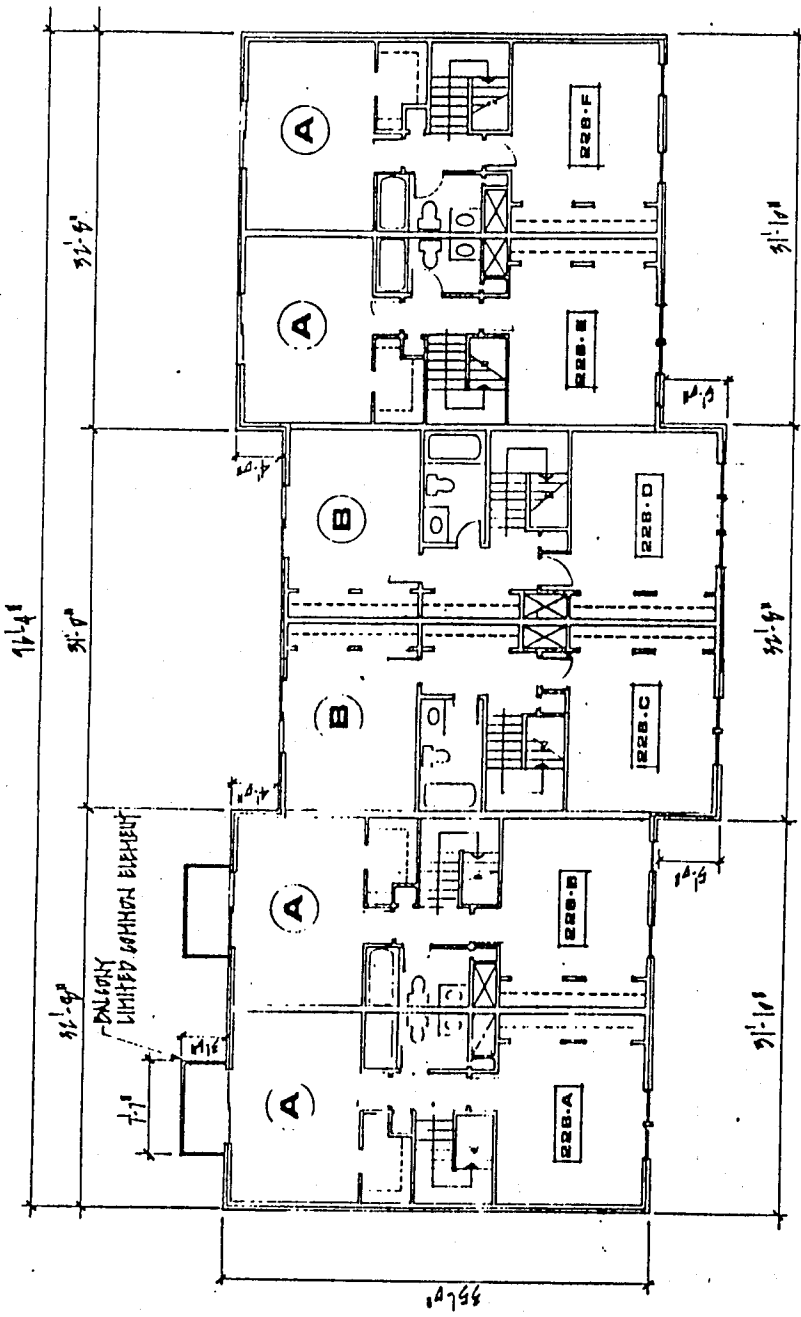
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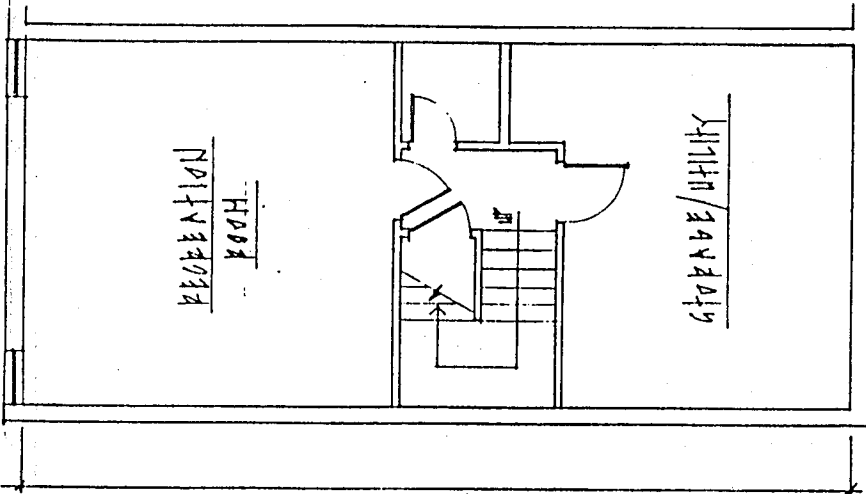
**JUDITH LANE
 CONDOMINIUMS**
 WATERBURY, CONNECTICUT

OWNER:
 MOUNTVIEW
 ASSOCIATES
 JUDITH LANE WATERBURY, CT.

SECOND FLOOR PLAN

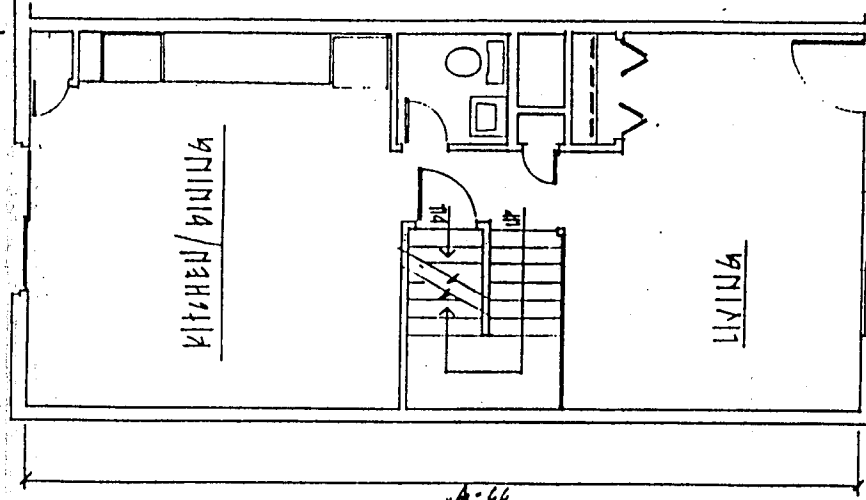


15'-3"



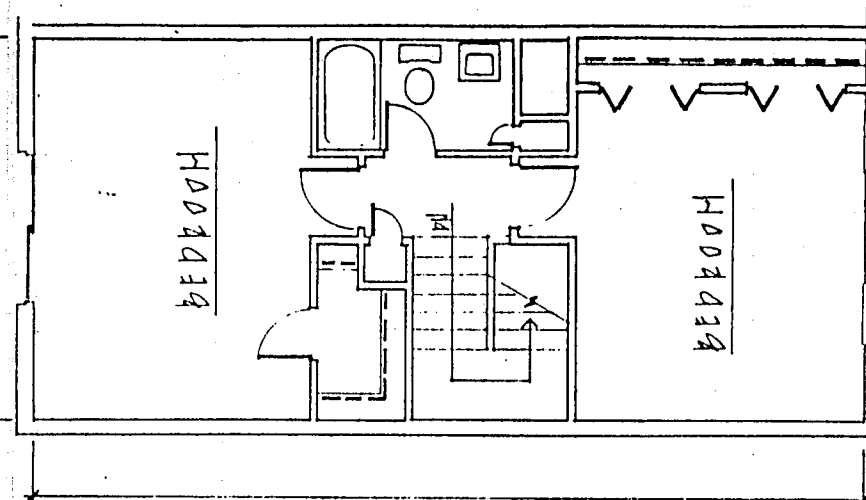
33'-11"

19'-4"



33'-6"

19'-4"



33'-6"

BASEMENT 508 S.F.

FIN. FLOOR ELEV. -2'-2 1/2"
CEILING ELEV. -0'-10"

FIRST FLOOR 818 S.F.

FIN. FLOOR ELEV. SEE SITE PLAN
CEILING ELEV. +8'-1"

SECOND FLOOR 818 S.F.

FIN. FLOOR ELEV. +8'-10"
CEILING ELEV. +17'-0 1/2"

DIMENSIONS ARE TO FACE OF
CYCLUM BOARD OR CONCRETE
FOUNDATION WALL.

OWNER:

MOUNT VIEW
ASSOCIATES

JUDITH LANE WATERBURY, CT.

JUDITH LANE
CONDOMINIUMS

WATERBURY, CONNECTICUT

UNIT PLAN 'A'

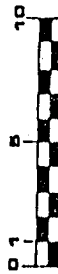


EXHIBIT
D
DECLARATION
OF
CONDOMINIUM

6 OF 7

PLAN CERTIFICATION:
CERTIFIED TO HAVE ALL THE
INFORMATION REQUIRED BY
SECTION 9 OF SECTION 88
OF THE COMMON INTEREST
OWNERSHIP ACT.



MERRILL
ASSOCIATES
planners
architects

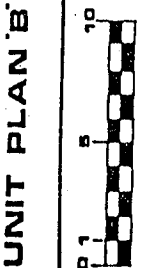
Woodbury Commons, Woodbury, Ct 063-4115

PLAN CERTIFICATION:
CERTIFIED TO HAVE ALL THE
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OWNERSHIP ACT.



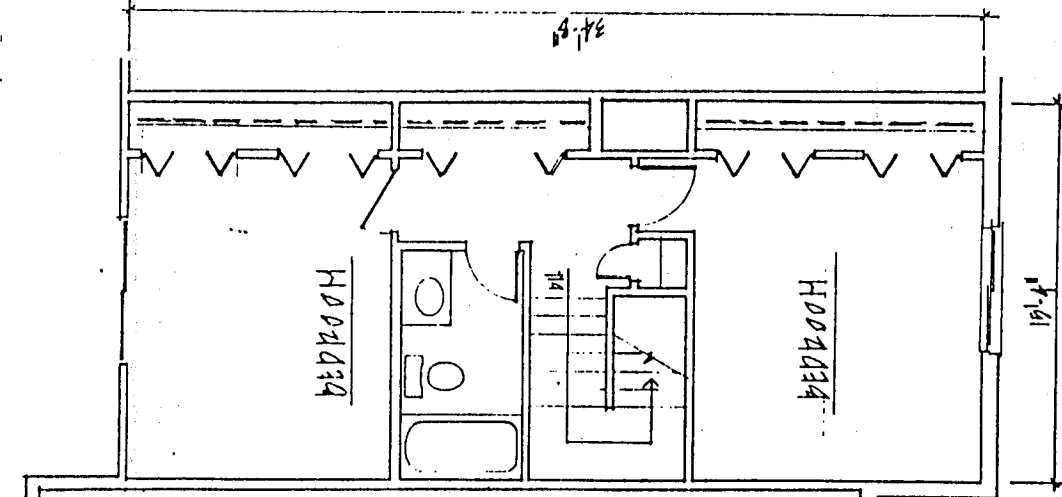
MERRILL ASSOCIATES
architects
planners
Waterbury Community Workers, Inc.
P.O. Box 1119

EXHIBIT
D
DECLARATION
OF
CONDOMINIUM

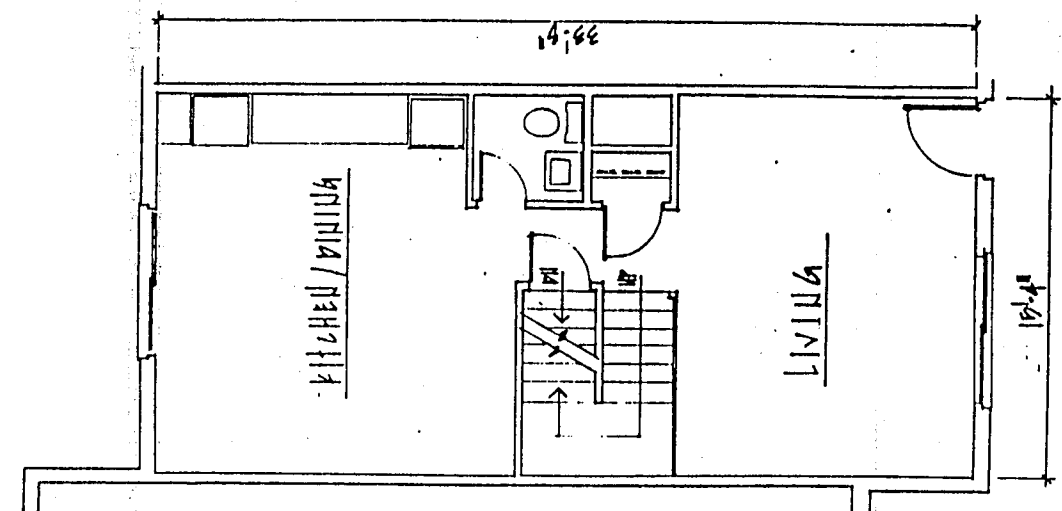


**JUDITH LANE
CONDOMINIUMS**
WATERBURY, CONNECTICUT

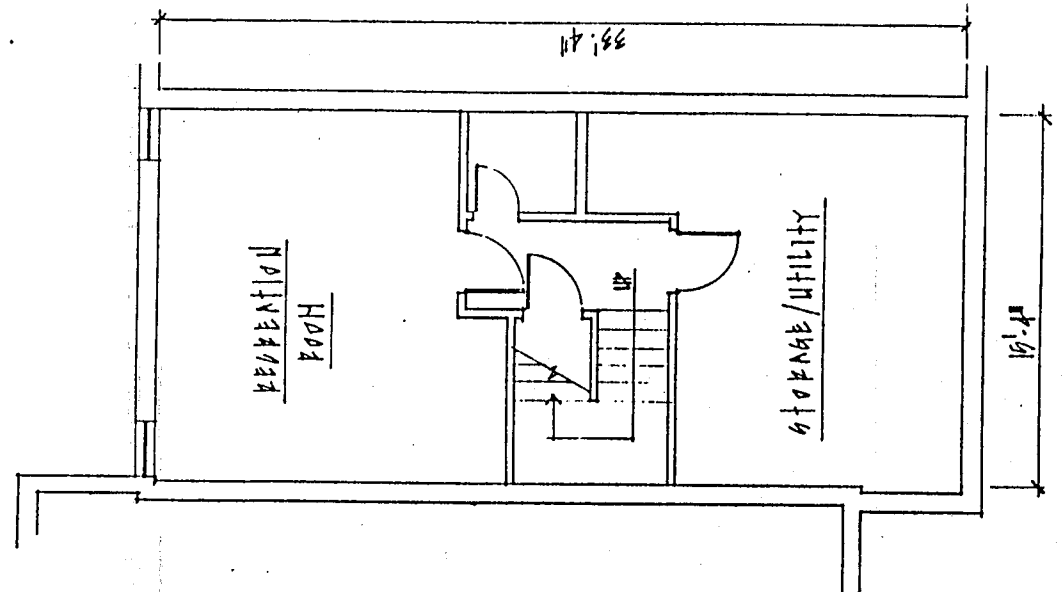
OWNER:
MOUNTVIEW
ASSOCIATES
JUDITH LANE WATERBURY, CT.



SECOND FLOOR 531 S.F.
FIN. FLOOR ELEV. +8'-10"
CEILING ELEV. +17'-0 1/2"



FIRST FLOOR 516 S.F.
FIN. FLOOR ELEV. SEE SITE PLAN
CEILING ELEV. +8'-1"



BASEMENT 508 S.F.
FIN. FLOOR ELEV. -8'-2 1/2"
CEILING ELEV. -0'-10"

DIMENSIONS ARE TO FACE OF
GYPSUM BOARD OR CONCRETE
FOUNDATION WALL.

UNIT REFERENCE SCHEDULE:

BUILDING & UNIT NO.	UNIT TYPE	FLOOR PLAN DRAWING NUMBER	FLOOR AREA**	% UNDIVIDED INTEREST IN COMMON AREA
222-A	A	1 of 7, 3 of 7	1032 s.f.	5.5%
222-B	A	1 of 7, 3 of 7	1032 s.f.	5.5%
222-C	B	1 of 7, 3 of 7	1047 s.f.	5.5%
222-D	B	1 of 7, 3 of 7	1047 s.f.	5.5%
222-E	A	1 of 7, 3 of 7	1032 s.f.	5.5%
222-F	A	1 of 7, 3 of 7	1032 s.f.	5.5%
228-A	A	4 of 7, 5 of 7	1032 s.f.	5.5%
228-B	A	4 of 7, 5 of 7	1032 s.f.	5.5%
228-C	B	4 of 7, 5 of 7	1047 s.f.	5.5%
228-D	B	4 of 7, 5 of 7	1047 s.f.	5.5%
228-E	A	4 of 7, 5 of 7	1032 s.f.	5.5%
228-F	A	4 of 7, 5 of 7	1032 s.f.	5.5%
238-A	A	2 of 7, 3 of 7	1032 s.f.	5.5%
238-B	A	2 of 7, 3 of 7	1032 s.f.	5.5%
238-C	B	2 of 7, 3 of 7	1047 s.f.	5.5%
238-D	B	2 of 7, 3 of 7	1047 s.f.	5.5%
238-E	A	2 of 7, 3 of 7	1032 s.f.	5.5%
238-F	A	2 of 7, 3 of 7	1032 s.f.	5.5%

NOTE: All units have four (4) rooms, 1-1/2 bathrooms and a finished basement.

NOTE: Percentage of interest in Undivided Common Elements, Common Expenses and Profits is the same for all units, to wit:

100% divided by eighteen units equals 5.5%

**NOTE: Above area represents floor area on first and second floors.

THE A. J. PATTON COMPANY

LAND SURVEYORS

ERIC H. SCHMIDT, L.S.
JOHN W. SCHMIDT, L.S.

175 FREIGHT ST., WATERBURY, CONNECTICUT 06702

MOUNTVIEW ASSOCIATES

June 10, 1985

That certain piece or parcel of land situated on the easterly side of Judith Lane in The City of Waterbury, Connecticut, being the same as Parcel #2 as shown on a map entitled "Subdivision Plan, Wildwood Acres, Section #10, Land of F. & J. Inc., Judith Lane, Waterbury Conn., Scale: 1" = 40', Nov. 1972, Kieth I. Scott-Smith, Surveyor" Recorded in Drawer IV, Page 330, Waterbury Land Records, bounded and described as follows:

Beginning at a point in the easterly line of Judith Lane at the northwesterly corner of Lot #71 as shown on a map entitled Wildwood Acres, Section Eight, said point being the southwesterly corner of the within described land, thence running in the easterly line of Judith Lane N5°18'-26"W 170.00 feet to a point of curve, thence running northerly in the easterly line of Judith Lane and in a line curving to the right having a radius of 150.00 feet, a distance of 98.925 feet to land now or formerly of Estate of Frank Guba, thence running in line of land now or formerly of Estate of Frank Guba N88°-48'-28"E 25.77 feet, S86°-24'-25"E, ^{167.60 FEET} S8°-51'-25"E 215.30 feet and S6°-39'-25"E 19.25 feet to lot #71, Wildwood Acres, Section Eight, thence running in line of said Lot #71 S84°-41'-34"W 236.53 feet to Judith Lane and the point of beginning.

BOUNDED:

NORTHERLY: By land now or formerly of Estate of Frank Guba
 EASTERLY: By land now or formerly of Estate of Frank Guba
 SOUTHERLY: By Lot #71, "Wildwood Acres, Section Eight"
 WESTERLY: By Judith Lane.

Title to the Property and each Unit herein is subject to the following:

(a) Easement - F & J, Inc. to Connecticut Light & Power dated May 28, 1964, recorded June 22, 1964 in the Waterbury Land Records in Volume 863, Page 436.

(b) Easement - George Skolnik to Connecticut Light & Power dated December 27, 1974, recorded January 13, 1975 in the Waterbury Land Records in Volume 1170, Page 181.

(c) Temporary turning circle on Judith Lane.

EXHIBIT "E"

THIS PARCEL IS THE SAME AS PARCEL #2 ON A MAP ENTITLED "DIVISION PLAN, WILLOW ACRES, SECTION 810, T40N R10E S10E, JUDITH LANE, WATERBURY, CONN., SCALE: 1"=40', NOV. 1972, KIRSH I. SCOTT-SMITH, SURVEYOR" RECORDED IN DEEDS IV, PAGE 330, WATERBURY LAND RECORDS.

PARCEL IS IN RM ZONING DISTRICT.

AREA = 56,635 SQUARE FEET.

EDGE MARK: TOP OF STONE SOUND SET AT POINT OF CURVE POINTS = 150.00 ON EASTERNLY SIDE OF JUDITH LANE. ELEVATION = 434.26 (CITY DATUM).

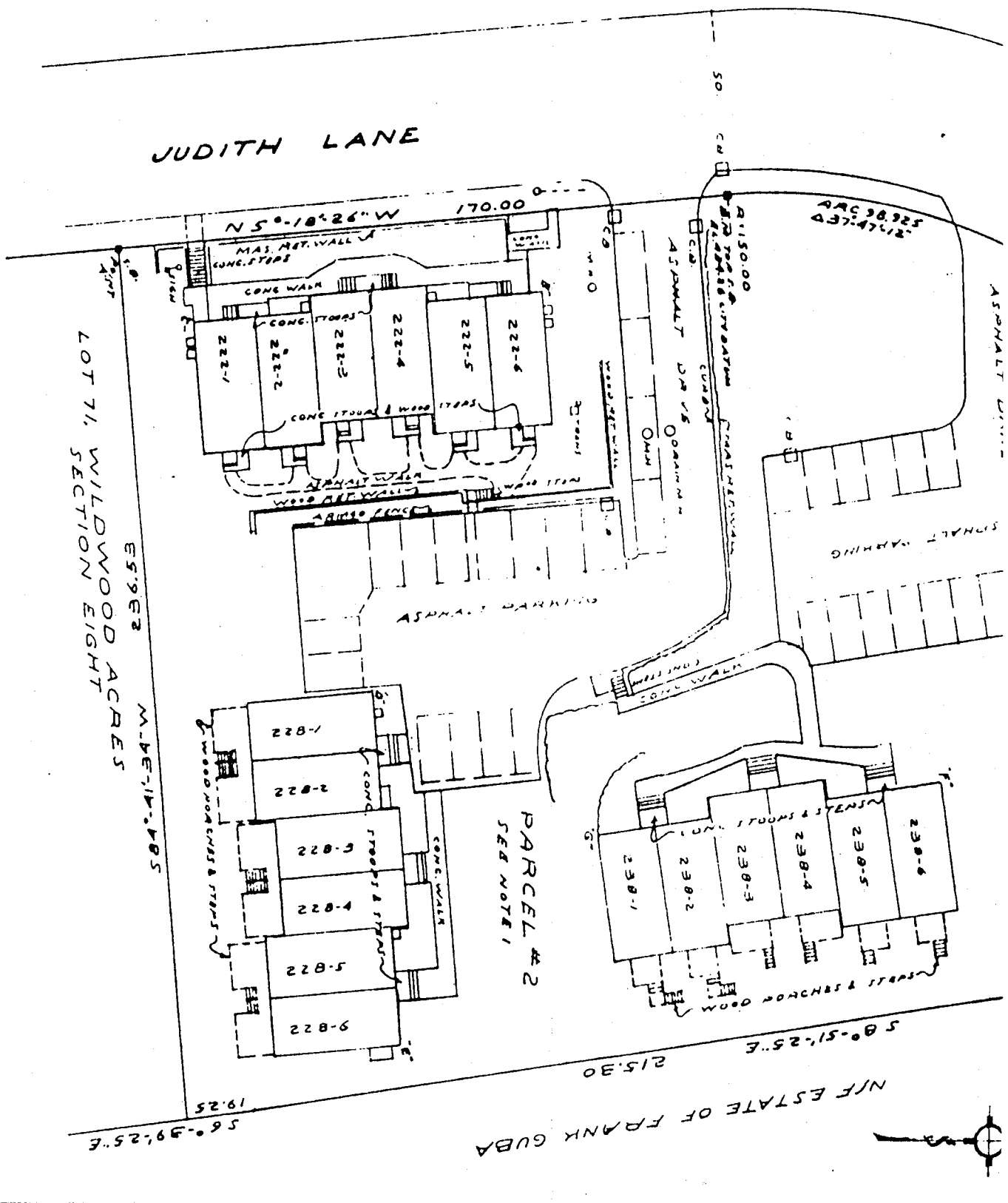
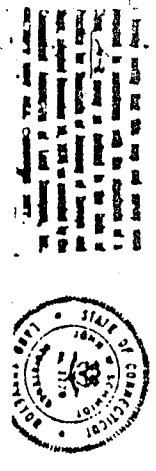
- LEGEND
- S.B. = STONE SOUND
 - M.H. = MANHOLE
 - C.B. = CATCH BASIN
 - M.S. = MASONRY
 - RET. WALL = RETAINING WALL
 - CONC. = CONCRETE

BUILDING LOCATIONS

- § 222 FLOOR ELEV = 436.0
- POINT "A" TO POINT "B" = 85°-21'-30" E 118.40 feet.
- "A" TO POINT "C" = 84°-09' E 29.47 feet.
- § 228 FLOOR ELEV = 436.0
- POINT "A" TO POINT "D" = 85°-59' E 138.76 feet
- "A" TO POINT "E" = 86°-30'-30" E 229.54 feet
- § 238 FLOOR ELEV = 451.0
- POINT "A" TO POINT "F" = 81°-50'-30" E 271.03 feet
- POINT "A" TO POINT "G" = 84°-27'-30" E 207.75 feet

THIS IS TO CERTIFY THAT THE ABOVE SURVEY CONTAINS ALL THE INFORMATION PROVIDED BY SECTION 29 OF THE COMMON DEEDS ACT.

John A. ...
 REGISTERED LAND SURVEYOR
 CONN. NO. 7770



MAP OF
 JUDITH LANE CONDOMINIUMS
 WATERBURY, CONN.
 OWNED BY
 MOUNTVIEW ASSOCIATES

EXHIBIT "F"

BYLAWS
OF
JUDITH LANE CONDOMINIUMS ASSOCIATION, INC.

ARTICLE I
Introduction

These are the Bylaws of Judith Lane Condominiums Association, Inc. Initial capitalized terms are defined in Article I of the Declaration.

ARTICLE II
Executive Board

SECTION 2.1 - NUMBER AND QUALIFICATION: TERMINATION OF
DECLARANT CONTROL.

- (a) The affairs of the Common Interest Community and the Association shall be governed by an Executive Board which, until the termination of the period of Declarant control, shall consist of three (3) persons, and following such date shall consist of three (3) persons, the majority of whom, excepting the Directors appointed by the Declarant, shall be Unit Owners. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Unit Owner shall be eligible to serve as a Director and shall be deemed to be a Unit Owner for the purposes of the preceding sentence. Directors shall be elected by the Unit Owners except for those appointed by the Declarant. At any meeting at which Directors are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these Bylaws or the Corporation Laws of the State of Connecticut.
- (b) The terms of at least one-third (1/3) of the Directors shall expire annually, as established in a resolution of the Unit Owners setting terms.
- (c) Section 8.9 of the Declaration shall govern appointment of Directors of the Executive Board during the period of Declarant control.
- (d) The Executive Board shall elect the officers. The Directors and officers shall take office upon election.
- (e) At any time after Unit Owners other than the Declarant are entitled to elect a Director, the Association shall call and give not less than ten (10) nor more than sixty (60) days' notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

SECTION 2.2 - POWERS AND DUTIES. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, Rules and regulations;

EXHIBIT "G"

- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents other than managing agents and independent contractors.
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements.
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property but Common Elements may be conveyed or subjected to a security interest only pursuant to the Act;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;
- (l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in the Act, and for services provided to Unit Owners;
- (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, Rules and regulations of the Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale required by the Act or statements of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;
- (p) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (q) Exercise any other powers conferred by the Declaration or Bylaws;
- (r) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other powers necessary and proper for the governance and operation of the Association; and
- (t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as

designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its regular meeting.

SECTION 2.3 - STANDARD OF CARE. In the performance of their duties, the officers and Directors of the Executive Board are required to exercise the care required of fiduciaries of the Unit Owners, if appointed by the Declarant, and ordinary and reasonable care if elected by the Unit Owners.

SECTION 2.4 - ADDITIONAL LIMITATIONS. The Executive Board shall be additionally limited pursuant to Article XXV of the Declaration.

SECTION 2.5 - MANAGER. The Executive Board may employ a manager for the Common Interest Community at a compensation established by the Executive Board, to perform such duties and services as the Executive Board shall authorize. The Executive Board may delegate to the manager only the powers granted to the Executive Board by these Bylaws under Subdivisions 2.2 (c), (e), (g) and (h). Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Executive Board, and to fulfill the requirements of the budget.

SECTION 2.6 - REMOVAL OF DIRECTORS. The Unit Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any Director of the Executive Board with or without cause, other than a Director appointed by the Declarant.

SECTION 2.7 - VACANCIES. Vacancies in the Executive Board caused by any reason other than the removal of a Director by a vote of the Unit Owners, may be filled at a special meeting of the Executive Board held for that purpose at any time after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum, in the following manner:

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

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

SECTION 2.8 - REGULAR MEETINGS. The first regular meeting of the Executive Board following each annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at the meeting at which such Executive Board shall have been elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the Directors shall be present. The Executive Board may set a schedule of additional regular meetings by resolution and no further notice is necessary to constitute such regular meetings.

SECTION 2.9 - SPECIAL MEETINGS. Special meetings of the Executive Board may be called by the President or by a majority of the Directors on at least three (3) business days' notice to each Director

The notice shall be hand-delivered or mailed and shall state the time, place and purpose of the meeting.

SECTION 2.10 - LOCATION OF MEETINGS. All meetings of the Executive Board shall be held within the Town of Waterbury, unless all Directors consent in writing to another location.

SECTION 2.11 - WAIVER OF NOTICE. Any Director may waive notice of any meeting in writing. Attendance by a Director at any meeting of the Executive Board shall constitute a waiver of notice. If all the Directors are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

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

SECTION 2.13 - COMPENSATION. A Director may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties. Directors acting as officers or employees may also be compensated for such duties.

SECTION 2.14 - CONSENT TO CORPORATE ACTION. If all the Directors or all Directors of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Directors or committee constitutes a quorum for such action, such action shall be a valid corporate action as though it had been authorized at a meeting of the Executive Board or the committee, as the case may be. The Secretary shall file such consents with the minutes of the meetings of the Executive Board.

ARTICLE III Unit Owners

SECTION 3.1 - ANNUAL MEETING. Annual meetings of Unit Owners shall be held on the first Friday in June. At such meeting, the Directors shall be elected by ballot of the Unit Owners, in accordance with the provisions of Article II. The Unit Owners may transact other business at such meetings as may properly come before them.

SECTION 3.2 - BUDGET MEETING. Meetings of Unit Owners to consider proposed budgets shall be called in accordance with Sections 19.5 and 19.6 of the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

SECTION 3.3 - SPECIAL MEETINGS. Special meetings of Unit Owners may be called by the president, a majority of the Executive Board, or by Unit Owners having twenty percent (20%) of the votes in the Association.

SECTION 3.4 - PLACE OF MEETINGS. Meetings of the Unit Owners shall be held at such suitable place convenient to the Unit Owners as may be designated by the Executive Board or the president.

SECTION 3.5 - NOTICE OF MEETINGS. Except for budget meetings, for which notice shall be given in accordance with Sections 19.5 and 19.6 of the Declaration, the secretary or other officer specified in

the Bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner, not less than ten (10) nor more than sixty (60) days in advance of any meeting. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes and any proposal to remove an officer or Director of the Executive Board. No action shall be adopted at a meeting except as stated in the notice.

SECTION 3.6 - WAIVER OF NOTICE. Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing, and such waiver shall be deemed equivalent to the receipt of such notice.

SECTION 3.7 - ADJOURNMENT OF MEETING. At any meeting of Unit Owners, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time.

SECTION 3.8 - ORDER OF BUSINESS. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call (or check-in procedure).
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports.
- (e) Establish number and term of memberships of the Executive Board (if required and noticed).
- (f) Election of inspectors of election (when required).
- (g) Election of Directors of the Executive Board (when required)
- (h) Ratification of Budget (if required and noticed).
- (i) Unfinished business.
- (j) New business.

SECTION 3.9 - VOTING.

- (a) If only one of several owners of a Unit is present at a meeting of the Association, that owner is entitled to cast all the votes allocated to the Unit. If more than one of the owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to the Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.
- (b) Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this Subsection only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term.

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(c) The vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified so to vote.

(d) No votes allocated to a Unit owned by the Association may be cast.

SECTION 3.10 - QUORUM. Except as otherwise provided in these Bylaws, the Unit Owners present in person or by proxy, at any meeting of Unit Owners, shall constitute a quorum at such meeting.

SECTION 3.11 - MAJORITY VOTE. The vote of a majority of the Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required in the Declaration, these Bylaws or by law.

ARTICLE IV Officers

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

SECTION 4.2 - ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Executive Board and shall hold office at the pleasure of the Executive Board.

SECTION 4.3 - REMOVAL OF OFFICERS. Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Executive Board, or at any special meeting of the Executive Board called for that purpose.

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

SECTION 4.5 - VICE PRESIDENT. The vice president shall take the place of the president and perform his or her duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Executive Board shall appoint some other Director to act in the place of the president, on an interim basis. The vice president shall also perform such other duties as may be imposed upon him or her by the Executive Board or by the president.

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

SECTION 4.7 - TREASURER. The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Executive Board, and he or she shall, in general, perform all the duties incident to the office of treasurer of a nonstock corporation organized under the laws of the State of Connecticut. He or she may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Association in such banks as the Executive Board may designate. He or she may have custody of and shall have the power to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others.

SECTION 4.8 - AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC. Except as provided in Sections 4.4, 4.6, 4.7 and 4.10 of these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Executive Board.

SECTION 4.9 - COMPENSATION. An officer may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties.

SECTION 4.10 - RESALE CERTIFICATES AND STATEMENTS OF UNPAID ASSESSMENTS. The treasurer, assistant treasurer, or a manager employed by the Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with the Act and statements of unpaid assessments in accordance with the Act.

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

ARTICLE V
Enforcement

SECTION 5.1 - ABATEMENT AND ENJOINMENT OF VIOLATIONS BY UNIT OWNERS. The violation of any of the Rules and regulations adopted by the Executive Board, or the breach of any provision of the Documents shall give the Executive Board the right, after Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

- (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expenses of the defaulting Unit Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist therein) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the Documents, and the Executive Board shall not thereby be deemed liable for any manner of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

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

ARTICLE VI
Indemnification

SECTION 6. The Directors and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Sections 33-455 and 33-454 of the Connecticut General Statutes, the provisions of which are hereby incorporated by reference and made a part hereof.

ARTICLE VII
Records

SECTION 7.1 - RECORDS AND AUDITS. The Association shall maintain financial records. The financial records shall be maintained and audited in accordance with Article XVIII of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the Documents.

SECTION 7.2 - EXAMINATION. All records maintained by the Association or by the manager shall be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

SECTION 7.3 - RECORDS. The Association shall keep the following records:

- (a) An account for each Unit which shall designate the name and address of each Unit Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Common Expense assessment, the dates on which each assessment comes due, the amounts paid on the account, and the balance due.
- (b) An account for each Unit Owner showing any other fees payable by the Unit Owner.

- (c) A record of any capital expenditures anticipated by the Association for the current and next fiscal year.
- (d) A record of the amount, and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs.
- (e) The current operating budget adopted pursuant to the Act and ratified pursuant to the procedures of [Sub-section 46 (c)].
- (f) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant.
- (g) A record of insurance coverage provided for the benefit of Unit Owners and the Association.
- (h) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements.
- (i) Annually the Association shall prepare a balance sheet showing the financial condition of the corporation as of a date not more than four (4) months prior thereto, and a statement of receipts and disbursements for twelve (12) months prior to that date. The balance sheet and statement shall be kept for at least ten years from such date in the principal office of the Association.
- (j) Tax returns for state and Federal income taxation.
- (k) Minutes of proceedings of incorporators, Unit Owners, Directors, committees of Directors and waivers of notice.

SECTION 7.4 - FORM RESALE CERTIFICATE. The Executive Board shall adopt a form resale certificate to satisfy the requirements of [Section 71] of the Act.

ARTICLE VIII Miscellaneous

SECTION 8.1 - NOTICES. All notices to the Association or the Executive Board shall be delivered to the office of the manager, or if there is no manager, to the office of the Association, or to such other address as the Executive Board may hereafter designate from time to time, by notice in writing to all Unit Owners and to all holders of Security Interests in the Units who have notified the Association that they hold a Security Interest in a Unit. Except as otherwise provided, all notices to any Unit Owner shall be sent to his or her address as it appears in the records of the Association. All notices to holders of Security Interests in the Units shall be sent, except where a different manner of notice is specified elsewhere in the Documents, by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Association. All notices shall be deemed to have been given when mailed except notices of changes of address which shall be deemed to have been given when received.

SECTION 8.2 - FISCAL YEAR. The Executive Board shall establish the fiscal year of the Association.

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

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

ARTICLE IX
Amendments to Bylaws

The Bylaws may be amended only pursuant to the provisions of Article XVI of the Declaration.

Certified to be the Bylaws adopted by consent of the incorporator(s) of Judith Lane Condominiums Association, Inc., dated June 1985.

Incorporator

Incorporator

Incorporator

RULES

OF

JUDITH LANE CONDOMINIUMS ASSOCIATION, INC.

ARTICLE I

Use of Units Affecting the Common Elements

SECTION 1.1 - OCCUPANCY RESTRICTIONS. Units are limited to occupancy by single families.

SECTION 1.2 - NO COMMERCIAL USE. Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising on the main door to each Unit be maintained or permitted on any part of the Common Elements or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. "For Sale" signs not exceeding five square feet in area may be posted at the entrance to the community, together with the Unit number for sale, pursuant to the Unit Owner's permission.

SECTION 1.3 - ACCESS BY EXECUTIVE BOARD. The Executive Board, the manager or its designated agent, may retain a pass key to all Units for use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of any Unit without immediately providing the Executive Board, the manager or its agent, with a key therefor.

SECTION 1.4 - ELECTRICAL DEVICES OR FIXTURES. No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused.

SECTION 1.5 - TRASH. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire or encouragement of vermin.

SECTION 1.6 - DISPLAYS OUTSIDE OF UNITS. Unit Owners shall not cause or permit anything other than curtains and conventional draperies, and holiday decorations to be hung, displayed or exposed at or on the outside of windows without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any.

SECTION 1.7 - PAINTING EXTERIORS. Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, if any.

SECTION 1.8 - CLEANLINESS. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

SECTION 1.9 - ELECTRICAL USAGE. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

EXHIBIT "H"

ARTICLE II
Use of Common Elements

SECTION 2.1 - OBSTRUCTIONS. There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Executive Board except as hereinafter expressly provided.

SECTION 2.2 - TRASH. No garbage cans or trash barrels shall be placed outside the Units. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, except in designated trash storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios or terraces.

SECTION 2.3 - STORAGE. Storage of materials in Common Elements or other areas designated by the Executive Board, including storage lockers, shall be at the risk of the person storing the materials.

SECTION 2.4 - PROPER USE. Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.

SECTION 2.5 - TRUCKS AND COMMERCIAL VEHICLES. Trucks and commercial vehicles are prohibited in the parking areas and drive-ways, except for temporary loading and unloading, or as may be designated by the Executive Board.

SECTION 2.6 - ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO COMMON ELEMENTS. No alterations, additions or improvements may be made to the Common Elements without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any. No clothes, sheets, blankets, laundry or any other kind or articles other than holiday decorations on doors only, shall be hung out of a building or exposed or placed on the outside walls, doors of a building or on trees, and no sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window.)

ARTICLE III
Actions of Owners and Occupants

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

SECTION 3.2 - COMPLIANCE WITH LAW. No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut,

and all ordinances, rules and regulations of the Town of Waterbury. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

SECTION 3.3 - PETS. No animals, birds or reptiles of any kind shall be raised, bred, or kept on the property or brought on the Common Elements, except that no more than one dog and no more than two cats, or other household pets, approved and licensed by the Executive Board or the manager as to compatibility with the Common Interest Community may be kept. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property within three (3) days' after Notice and Hearing from the Executive Board. In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a leash. No dogs shall be curbed in any courtyard or close to any patio or terrace, except in the street or special areas designated by the Executive Board. The owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

SECTION 3.4 - INDEMNIFICATION FOR ACTIONS OF OTHERS. Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

SECTION 3.5 - EMPLOYEES OF MANAGEMENT. No Unit Owner shall send any employee of the manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

SECTION 3.6 - LINT FILTERS ON DRYERS; GREASE SCREENS ON STOVE HOODS. All dryers will have lint filters, which will remain and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens, which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept in clean, good order and repair by the Unit Owner.

ARTICLE IV Insurance

SECTION 4.1 - INCREASE IN RATING. Nothing shall be done or kept which will increase the rate of insurance on any of the buildings, or contents thereof, without the prior consent of the Executive Board. No Unit Owner shall permit anything to be done, or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

SECTION 4.2 - RULES OF INSURANCE. Unit Owners and occupants shall comply with the Rules and Regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy on the Property.

SECTION 4.3 - REPORTS OF DAMAGE. Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager or a Director by any person having knowledge thereof.

ARTICLE V
Rubbish Removal

SECTION 5.1 - DEPOSIT OF RUBBISH. Rubbish container locations will be designated by the Executive Board or the manager. Pickup will be from those locations only. Occupants will be responsible for removal of rubbish from their Units to the pickup locations. Rubbish is to be deposited within that location and the area is to be kept neat, clean and free of debris. Long term storage of rubbish in the Units is forbidden.

ARTICLE VI
Motor Vehicles

SECTION 6.1 - COMPLIANCE WITH LAW. All persons will comply with Connecticut State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and Property.

SECTION 6.2 - REGISTRATION. All vehicles of Unit Owners, and occupants regularly using the premises must be registered with the manager.

SECTION 6.3 - LIMITATIONS ON USE. The use of Limited Common Element parking spaces is limited to use by the occupant of the Unit to which it is assigned as a Limited Common Element. Any vehicle must be registered in order to park permanently on the premises. Parking areas shall be used for no other purpose than to park motor vehicles, and loading and unloading.

ARTICLE VII
Rights of Declarant

The Declarant may make such use of the unsold Units and Common Elements as may facilitate completion and sale of the Common Interest Community including, but not limited to, maintenance of a sales office the showing of the Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials.

ARTICLE VIII
General Administrative Rules

SECTION 8.1 - CONSENT IN WRITING. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

SECTION 8.2 - COMPLAINT. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

ARTICLE IX
General Recreation Rules

SECTION 9.1 - LIMITED TO OCCUPANTS AND GUESTS. Passive recreational facilities, open space and woodland within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the Association harmless from damage or claims by virtue of such use.

SECTION 9.2 - BOISTEROUS BEHAVIOR PROHIBITED. Boisterous, rough or dangerous activities or behavior, which unreasonably interfere with the permitted use of facilities by others, is prohibited.

Certified to be the initial
rules adopted by the Executive
Board on its date of organization

, Secretary

STATUTORY WARRANTY DEED

KNOW YE, THAT MOUNTVIEW ASSOCIATES, A Connecticut Partnership
having its principal office in the Town of Waterbury, County of
New Haven and State of Connecticut (hereinafter referred to as
the Grantor) for the consideration of _____

_____, received to its full satisfaction

(hereinafter referred to as the Grantee(s)) does give, grant,
bargain, sell and confirm unto the said Grantee(s) _____

with WARRANTY COVENANTS, the following described premises:

That certain real property described as Unit No. _____ of
Judith Lane Condominiums, which is located in the Town of Waterbury
and State of Connecticut. Said Unit exists pursuant to a Declaration
of Condominium by MOUNTVIEW ASSOCIATES ("Declaration") filed on the
Land Records of the Town of Waterbury, Connecticut on _____
in Volume _____, Page _____.

The premises are hereby conveyed together with and subject to
the terms, conditions, agreements, obligations and easements con-
tained in the Declaration as it may be amended or supplemented.
The Grantee(s), by acceptance of this deed, hereby expressly assu-
and agree(s) to be bound by and to comply with all of the terms,
conditions, agreements, obligations and easements as set forth in
said Declaration, the By-Laws of the Association and Exhibits as
they may be amended or supplemented.

THE ABOVE PREMISES ARE ALSO CONVEYED SUBJECT TO:

1. Easement - F & J Inc. to Connecticut Light & Power
dated May 28, 1964, recorded June 22, 1964 in the Waterbury
Land Records in Volume 863, Page 436.

2. Easement - George Skolnik to Connecticut Light &
Power dated December 27, 1974, recorded January 13, 1975 in
the Waterbury Land Records in Volume 1170, Page 181.

3. Temporary turning circle on Judith Lane.

4. Any and all provisions of any municipal ordinance or
regulation, any federal, state or local law, including, but
not limited to, the provisions of any zoning, building, planning
or inland wetlands rules and regulations governing the subject
property.

EXHIBIT "I"

5. Taxes to the City of Waterbury on the List of October 1, , including any reassessment or reallocation from the creation of the Common Interest Community which become due and payable after the date of delivery of the Unit Deed which the Grantee(s) assume(s) and agree(s) to pay as part of the consideration for this deed.

Signed this _____ day of _____, 19 .

Signed, sealed and delivered
in the presense of:

MOUNTVIEW ASSOCIATES

BY _____
ROCCO PERUGINI - A Part

SALVATORE RUBBO - A Par

STATE OF CONNECTICUT)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this
day of _____, 19 , by ROCCO PERUGINI and
SALVATORE RUBBO, as their free act and deed.

Commissioner of Superior Cou:
Notary Public

Grantees' Address:

MANAGEMENT AGREEMENT
(Public Offering Statement Exhibit J)

THIS AGREEMENT, made this 25 day of June, 1985, between Judith Lane Condominium Association, Inc., a Connecticut non-stock corporation with a principal office in the Town of Waterbury, County of New Haven and State of Connecticut (hereinafter called the "Association"), and Mountview Associates, a Connecticut partnership with an office in the Town of Waterbury, County of New Haven and State of Connecticut, (hereinafter called the "Manager").

WITNESSETH:

In consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto mutually agree as follows:

ARTICLE I
Appointment and Term

SECTION 1.01 - APPOINTMENT. The Association hereby appoints the Manager, and the Manager hereby accepts appointment, on the terms and conditions hereinafter provided, as exclusive managing agent of the Common Interest Community known as Judith Lane Condominiums.

SECTION 1.02 - TERM. Unless terminated sooner as hereinafter provided, this Agreement shall be in effect for a term of two (2) years from the date of execution.

SECTION 1.03 - AUTHORITY. The Manager fully understands that the function of the Association is the operation and management of the Common Interest Community and the Manager agrees, notwithstanding the authority given to the Manager in this agreement, to confer fully and freely with the Executive Board in the performance of its duties as herein set forth and to attend membership or Directors' meetings at any time or times requested by the Executive Board. It is further understood and agreed that the authority and duties conferred upon the Manager hereunder are confined to the Common Elements as defined in the Declaration and such portions of the Units as may be controlled, inspected or maintained by the Association. Such authority and duties do not and shall not otherwise include supervision or management of Units except as directed by the Association.

ARTICLE II
Plans

In order to facilitate efficient operation, the Association shall furnish the Manager with as complete a set of plans and specifications of the improvements on the Property, as finally constructed, as is available. With the aid of these documents and inspection made by competent personnel, the Manager will inform itself with respect to the layout, construction, location, character, plan and operation of the lighting, heating, plumbing, and ventilating systems, as well as any other mechanical equipment on the Property. Copies of the guarantees and warranties pertinent to the construction of the improvements on the Property and in force at the time of the execution of this Agreement shall be furnished to the Manager.

EXHIBIT "J"

ARTICLE III
Duties of Manager

The Manager shall render services and perform duties as follows:

SECTION 3.01 - BONDING. The Manager and all of its employees who handle or are responsible for the handling of the Association's funds shall be bonded by a fidelity bond in accordance with Section 22.4 of the Declaration. The cost of the bond shall be charged to the Association.

SECTION 3.02 - NON-OWNED EQUIPMENT. Pursuant to a schedule of rates, which shall be subject to the approval of the Executive Board, provide sufficient equipment not owned by the Association to properly maintain the premises.

SECTION 3.03 - INVENTORY. Immediately ascertain the general condition of the Property and Improvements thereon and, if the accommodations there afforded have yet to be occupied for the first time, establish liaison with such general contractor constructing the Improvements as there may be to facilitate the completion by him or her of such corrective work, if any, as is yet to be done; also, cause an inventory to be taken of all furniture, office equipment, maintenance tools and supplies.

SECTION 3.04 - MOVING UNIT OWNERS. Coordinate the plans of Unit Owners and occupants of Units for moving their personal effects into the Property or out of it, with a view toward scheduling such movements so that there shall be a minimum of inconvenience to others.

SECTION 3.05 - SERVICE OF COMPLAINTS. Maintain businesslike relations with Unit Owners whose service requests shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each. Complaints of a serious nature shall, after thorough investigation, be reported to the Executive Board with appropriate recommendations. As part of a continuing program, secure full performance by the Unit Owners of all items and Maintenance for which they are responsible in accordance with the Association's rule enforcement procedures.

SECTION 3.06 - COLLECTION. Collect all Common Expense assessments and other monies due from Unit Owners. The Executive Board hereby authorizes the Manager to request, demand, collect, receive, and receipt for any and all charges or rents which may at any time be or become due to the Association or the Common Interest Community and to take such action in the name of the Association by way of legal process or otherwise as may be required for the collection of delinquent monthly assessments. As a standard practice, the Manager shall furnish the Association and all other parties (including mortgagee) entitled thereto with an itemized list of all delinquent accounts and other violations immediately following the tenth day of each month.

SECTION 3.07 - MAINTENANCE. Cause the Common Elements of the Property to be maintained according to standards acceptable to the Executive Board, including but not limited to interior and exterior cleaning, painting and decorating, plumbing, steam-fitting, carpentry, and such other normal maintenance and repair work as may be necessary, subject to any limitations imposed by the Executive Board in addition to those contained in Section 3.09 hereof.

SECTION 3.08 - COMPLIANCE WITH OFFICIAL ORDERS. Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the Property placed thereon by

any federal, state, county or municipal authority having jurisdiction thereover, and orders of the Board of Fire Underwriters or other similar bodies. The Manager, however, shall not take any action under this Section 3.08 so long as the Association is contesting or has affirmed its intention to contest any such order or requirement. The Manager shall promptly, and in no event later than 72 hours from the time of their receipt, notify the Executive Board in writing of all such orders and notices.

SECTION 3.09 - CONTRACTS. Subject to approval by the Executive Board, make contracts for water, electricity, gas, fuel, oil, telephone, vermin extermination, and other necessary services, or such of them as the Association shall deem advisable. Also, place orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain the Property. All such contracts and orders shall be made in the name of the Association. When taking bids or issuing purchase orders, the Manager shall act at all times under the direction of the Executive Board and shall be under a duty to secure for and credit to the latter any discounts, commissions, or rebates obtainable as a result of such purchases.

SECTION 3.10 - INSURANCE. When authorized by the Executive Board in writing, cause to be placed and kept in force all forms of insurance as required by the Declaration. The Manager shall promptly investigate and make a full written report as to all accidents or claims for damage relating to the management, operation and maintenance of the Common Interest Community, including any damage or destruction to the Property, the estimated cost of repair, and shall cooperate with, and make any and all reports required by, any insurance company, mortgagee or trustee in connection therewith.

SECTION 3.11 - BANK ACCOUNTS. Following the opening thereof by the Executive Board, in a bank as chosen by the Executive Board and in a manner to indicate the custodial nature thereof, maintain separate bank accounts as agent of the Association for the deposit of the monies of the Association, with authority to draw thereon for any payments to be made by the Manager to discharge any liabilities or obligations incurred pursuant to this Agreement, and for the payment of the Manager's fee, all of which payments shall be subject to the limitations in this Agreement.

SECTION 3.12 - DISBURSEMENTS. From the funds collected and deposited in the special account hereinabove provided, cause to be disbursed, regularly and punctually, charges for services provided by the personnel, the taxes payable under Section 3.13, insurance premiums, and sums otherwise due and payable to the Association as operating expenses or reserve funds, authorized to be incurred under the terms of this Agreement or as directed by the Executive Board, including the Manager's fee.

SECTION 3.13 - ACCOUNTING. Working in conjunction with an accountant, prepare for execution and filing by the Association all forms, reports and returns required by law in connection with insurance, worker's compensation insurance, if applicable, disability benefits, sales, franchise and other taxes not in effect or hereafter imposed, and also requirements relating to the employment of its personnel.

SECTION 3.14 - RECORDS. Maintain a comprehensive system of office records, books and accounts in a manner satisfactory to the Executive Board and in compliance with the Bylaws, which records shall be subject to examination by it at all reasonable hours. As a standard practice, the Manager shall render to the Executive Board not later than the tenth day of each succeeding month a statement of receipts and disbursements as of the end of every month.

SECTION 3.15 - BUDGET. At least sixty (60) days before the beginning of the new fiscal year, prepare with the assistance of an accountant, if need be, a proposed operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the new fiscal year and taking into account the general condition of the Common Interest Community. Such budget, together with a statement from the Manager outlining a plan of operation and justifying the estimates made in every important particular, shall be submitted to the Executive Board in final draft at least forty (40) days prior to the commencement of the annual period for which it has been made. The Executive Board shall thereupon approve or modify such budget, and the budget shall be ratified by the Unit Owners in accordance with Section 19.5 of the Declaration. The budget shall constitute a major control under which the Manager shall operate, and there shall be no substantial variances therefrom, except such as may be sanctioned by the Executive Board. By this it is meant that no expenses may be incurred or commitments made by the Manager in connection with the maintenance and operation of the Common Interest Community in excess of the amounts allocated to the various classifications of expense in the approved budget without the prior consent of the Executive Board, except that, if necessary because of an emergency or lack of sufficient time to obtain such prior consent, an overrun may be experienced, provided it is brought promptly to the attention of the Executive Board in writing.

SECTION 3.16 - STANDARDS. It shall be the duty of the Manager at all times during the term of this Agreement to operate and maintain the Common Interest Community according to the highest standards achievable consistent with the overall plan of the Common Interest Community and the interests of the Unit Owners. The Manager shall see that all Unit Owners and occupants are aware of such rules, regulations and notices as may be promulgated by the Association or the Executive Board from time to time. The Manager shall be expected to perform such other acts and deeds as are reasonable, necessary and proper in the discharge of its duties under this Agreement.

ARTICLE IV Manager as Agent of Association

Everything done by the Manager under the provisions of Article III shall be done as agent for the Association, and all obligations or expenses properly incurred thereby shall be for the account of, on behalf of, and at the expense of, the Association, except that the Association shall not be obligated to pay directly the general overhead expenses of the Manager's office, including expenses for the Manager's internal office staff. Any payments to be made by the Manager hereunder shall be made out of such sums as are available in the special account of the Association or as may be provided by the Executive Board. The Manager shall not be obliged to make any advance to or for the account of the Association or to pay any sum, except out of funds held or provided as aforesaid, nor shall the Manager be obliged to incur any liability or obligation for the account of the Association without assurance that the necessary funds for the discharge thereof will be provided. The Manager shall not be deemed to be an employee of the Association but shall at all times be considered an independent contractor.

ARTICLE V Compensation

The annual compensation which the Manager shall be entitled to receive for all services performed under this Agreement shall be a fee of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) payable monthly in installments of ONE HUNDRED DOLLARS (\$100.00).

ARTICLE VI
Termination

SECTION 6.01 - CANCELLATION. Either party may cancel this Agreement at any time by giving written notice ninety (90) days prior to the proposed termination date.

SECTION 6.02 - TERMINATION FOR CAUSE. If the Manager shall fail to substantially perform its duties and obligations hereunder for a continuous period of thirty (30) days after receiving written notice of the default from the Association, specifying the default complained of, this Agreement shall terminate immediately at the expiration of said thirty (30) day period at the option of the Association, unless the default so specified shall have been cured.

SECTION 6.03 - MUTUAL CONSENT. This Agreement may be terminated by mutual consent of the parties.

SECTION 6.04 - BANKRUPTCY. In the event a petition in bankruptcy is filed by or against either party hereto or in the event that either party shall make an assignment for the benefit of creditors or take advantage of any insolvency act, the other party hereto may terminate this Agreement without notice to the other.

SECTION 6.05 - ACCOUNTING. Upon termination, the contracting parties shall account to each other with respect to all matters outstanding as of the date of termination.

SECTION 6.06 - COMPENSATION. In the event of termination, the compensation provided by Article V shall be prorated to the date of such termination.

ARTICLE VII
Assignment

The Manager shall not assign this Agreement or any rights, benefits, duties or obligations under this Agreement to any other party without prior written consent of the Association.

ARTICLE VIII
General

SECTION 8.01 - OBLIGATION. This Agreement shall inure to the benefit of, and constitute a binding obligation upon, the contracting parties, their respective successors and assigns.

SECTION 8.02 - ENTIRE AGREEMENT. This Agreement shall constitute the entire Agreement between the contracting parties, and no variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

SECTION 8.03 - AGREEMENTS WITH UNIT OWNERS. Nothing herein shall prohibit the Manager from entering into separate arrangements or agreements with individual Unit Owners with respect to management, sales or rental services for individual Units. In any such arrangements the duties assumed by the Manager shall not conflict with or duplicate the duties required to be performed herein, which shall be considered primary.

Thomas Kelly Associates

CONSULTING ENGINEERS
195 LAKE ROAD WATERTOWN, CT 06795
PHONE 274-6463

FIELD SURVEY REPORT

April 5, 1985

Property Location:

no. 222, No. 228, and No. 238 Judich Lane,
Waterbury, Connecticut

Property Description:

Three buildings, six dwelling units per building, total
eighteen dwelling units.

Dwelling units are two-story townhouses with full basements.

Each dwelling unit is comprised of a living room, kitchen
with dining area, and lavatory on the first floor; two
bedrooms and a full bathroom on the upper level; and rough
plumbing installed for a lavatory on the basement level.

Survey Sample:

Access was provided to four dwelling units, however, since
each of the four units appeared identical in condition of
heating and plumbing systems it was the opinion of the
writer that the units presented a representative sample.

Survey Results:

In each of the four units the heating system appeared to be
in satisfactory operating condition, a minor amount of main-
tenance was lacking in that filter replacement was necessary
in each unit.

Also, each unit indicated that water had at some time leaked
through the roof, following the exhaust stack, and formed
rust on the top surface of the furnace. When this was
pointed out to Owner he replied that five years previously
the roof flashing of each unit had been repaired.

Plumbing fixtures in each unit were operated by the writer
and water flow appeared to be adequate with rapid drainage.

Operation of the cooling system was not possible due to the
low outdoor temperature.

Continued - see page 2.

EXHIBIT "I"

FIELD SURVEY REPORT

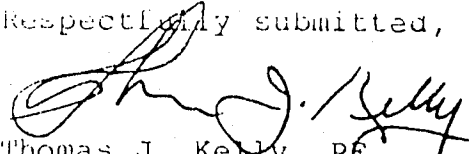
Judith Lane, Waterbury, Conn.

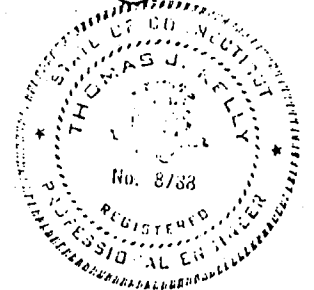
Report Summary:

All heating equipment appeared to show wear which would be considered normal for a ten year operating period, the above noted rust is not detrimental to operation of the equipment. The remaining expected life of the heating equipment is about seven to ten years.

The plumbing equipment appeared to be in satisfactory operating condition, expected life is indeterminate since routine maintenance can extend the life indefinitely.

Respectfully submitted,


Thomas J. Kelly, PE





April 10, 1985

Hertzmark & Crean, P.C.
67 Center Street
P. O. Box 1816
Waterbury, Connecticut 06722

RE: JUDITH LANE CONDOMINIUMS
JUDITH LANE
WATERBURY, CONNECTICUT

SUBJECT: On Site Building Inspection
Buildings #222, 228, 238

Dear Attorney Hertzmark:

Listed below are the results of the items surveyed during our on site investigation of the existing buildings that make up the above noted project.

ITEMS:

- A. Precast Concrete Steps - no visible signs of wear.
- B. Brick Veneer - no visible signs of wear.
- C. Wood Decks - The wood decks and balcony if properly maintained (e.g. weather-proofing, snow removal and replace any decaying members) could last up to ten years.
- D. Aluminum Siding - no visible signs of wear, possible life expectancy of ten years.
- E. Aluminum Windows - no visible signs of wear, possible life expectancy of ten years.
- F. Aluminum Storm Doors - It was found that not all the units had storm doors installed at the front entrance. We recommend that the following units have matching storm door units installed at the front entry:

Building #222
Units, B,C,D,E,F

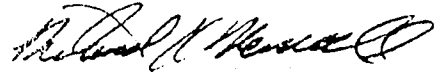
Building #228
Units, B,C,F

Building #238
Units, B,C,E,F

EXHIBIT "M"

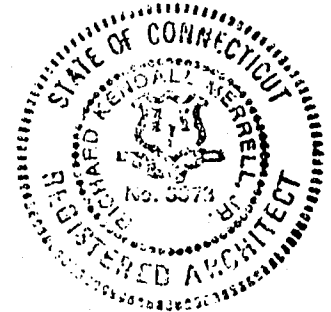
- G. Structural - no visible sign of sagging or building settling.
- H. Roof Shingles - the average life expectancy of asphalt shingles is between fifteen to twenty years. We recommend that all the shingles be replaced within five years.

Sincerely,



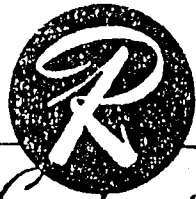
Richard K. Merrell, A.I.A.

KRM/ib



MAY 1 1981

RUBBO



CONSTRUCTION CO.

Concrete Contractors

1860 BALDWIN STREET WATERBURY, CONN. 06706

PHONE
756-2184

Date of Construction: They were completed 1975

Life of Appliances : 15 years

There were no major Repairs, or Installments

Cost of Replacement for appliances:

Refrigerators:	\$425.00
Ranges	370.00
Dishwashers	217.00
Garbage Disposal	100.00

EXHIBIT "N"

FIRST AMENDMENT
TO
PUBLIC OFFERING STATEMENT
AND
DECLARATION AND BY-LAWS
OF
JUDITH LANE CONDOMINIUMS

We, the undersigned Declarants of Judith Lane Condominiums, prior to the sale of any Unit in said condominium, do hereby amend the Public Offering Statement, Declaration and By-Laws dated June 25, 1985, recorded July 1, 1985 in the Waterbury Land Records in Document No. 682921, and specifically amend Exhibit "H" attached thereto entitled "Rules of Judith Lane Condominiums Association, Inc." as follows:

1. SECTION 1.1 - OCCUPANCY RESTRICTIONS of said Rules is hereby terminated and replaced by the following:


SECTION 1.1 - OCCUPANCY RESTRICTIONS. Units are limited to occupancy by single families. No minor children who have not yet reached the age of sixteen years will be allowed as residents of the Judith Lane Condominiums. Persons with such a minor child, or with more than one child in excess of sixteen years of age, who intend to have said child or children reside with them, shall be ineligible to purchase a unit in the condominium. In the event that a resident of the condominium gives birth to a child, or adopts a minor child, or becomes a guardian for a minor child, or in any other manner assumes custody of a minor child, and in the event that said unit owner intends that said child become a resident of said unit, the same shall be considered a violation of this section. In such an eventuality, the unit owner, within a reasonable time, shall be obligated to sell said unit. If said unit owner refuses to sell within a reasonable time, the Unit Owners Association may take such steps to enforce this section, including foreclosure, which are prescribed in this Declaration and in the Condominium Act.

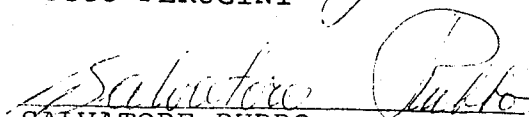
2. SECTION 3.3 - PETS of said Rules is hereby terminated and in place thereof the following is substituted:

SECTION 3.3 - PETS. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common elements or limited common elements.

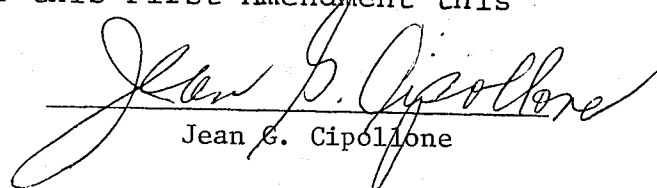
IN WITNESS WHEREOF, we the Declarants of Judith Lane Condominiums have hereunto set our hands and seals to this the First Amendment to Public Offering Statement, Declaration and By-Laws dated June 25, 1985.

Dated at Waterbury, Connecticut this 23rd day of July, 1985.


ROCCO PERUGINI


SALVATORE RUBBO

I hereby acknowledge receipt of this First Amendment this 25th day of July, 1985.


Jean G. Cipollone

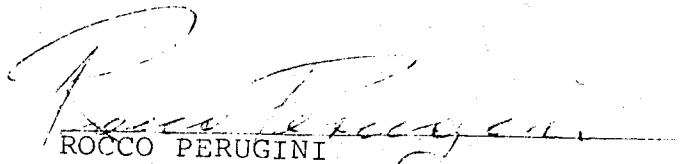
SECOND AMENDMENT
TO
PUBLIC OFFERING STATEMENT
AND
DECLARATION AND BY-LAWS
OF
JUDITH LANE CONDOMINIUMS

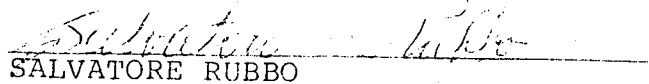
We, the undersigned Declarants of Judith Lane Condominiums, prior to the sale of any Unit in said condominium, do hereby amend the Public Offering Statement, Declaration and By-Laws dated June 25, 1985, recorded July 1, 1985 in the Waterbury Land Records in Volume 1783, Page 168 and following, and specifically amend Exhibit "K" hereto by substituting the attached Exhibit "K" for the exhibit originally attached to the Public Offering Statement.

The sole purpose of this amendment is to correct a mathematical error on the original Exhibit "K". The budget estimated on said Exhibit has not been increased but the monthly payment due from each unit has been corrected to represent the true amount that will be due.

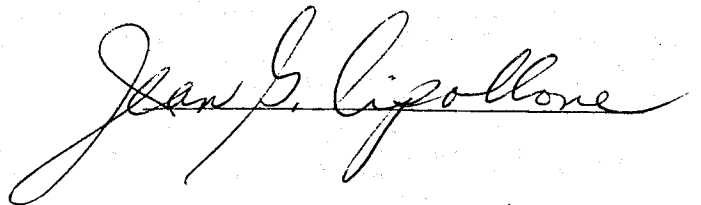
IN WITNESS WHEREOF, we the Declarants of Judith Lane Condominiums have hereunto set our hands and seals to this the Second Amendment to Public Offering Statement, Declaration and By-Laws dated June 25, 1985.

Dated at Waterbury, Connecticut this 11th day of October, 1985.


ROCCO PERUGINI


SALVATORE RUBBO

I hereby acknowledge receipt of this Second Amendment this 12th day of October, 1985.



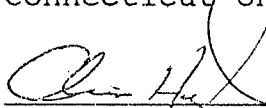
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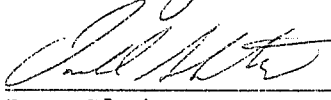
THIRD AMENDMENT
to
PUBLIC OFFERING STATEMENT
RULES OF THE
JUDITH LANE CONDOMINIUMS ASSOCIATION


Section 3.3 Pets of said rules is hereby terminated and in place thereof the following is substituted:

Section 3.3 Pets. No pets or livestock may be kept, bred, or raised for food or for commercial purposes on any part of the common elements or in any units of the Judith Lane Condominiums except up to two domestic cats, or two caged birds, or any number of tropical fish may be kept. No dogs, rodents or reptiles may be kept at any time. No pet is allowed on the common elements or limited common elements at any time unless carried by a pet owner (i.e., to and from the car for a veterinary visit). Owners are responsible for disposing of any kitty litter or other droppings in a sealed plastic bag and placing said bag into the dumpster. Violation of this policy will result in the imposition of a reasonable fine to be assessed by the Executive Committee.

IN WITNESS HEREOF, we, the Executive Board of the Judith Lane Condominiums Association have hereunto set our hands to this Third Amendment to the Public Offering Statement Rules, dated at Waterbury, Connecticut on this 25th day of March, 1991.

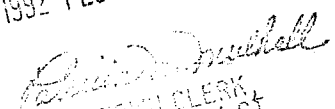

Chris Heyl


Don Slater


Therese Guida

0 97 25

RECEIVED FOR RECORD
1992 FEB 27 PM 12: 12


PAUL D. MITCHELL
CLERK
WATERBURY, CT.

JUDITH LANE CONDOMINIUMS ASSOCIATION
P. O. Box 4065
Waterbury, CT 06704

120
09725
Received for record Feb 27, 1992
at 12:10 P.M. and recorded in the
Waterbury Land Records in
Volume 2825 at Page 120
Attest:

Patricia M. Mullhall
TOWN CLERK


9

FOURTH AMENDMENT
to
PUBLIC OFFERING STATEMENT RULES
of the
JUDITH LANE CONDOMINIUMS ASSOCIATION

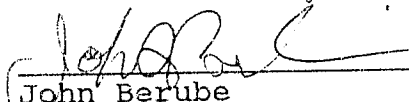
Occupancy Restrictions - Section 1.1 of Rules Amended to read as follows:

- a) Each unit is restricted to residential use as a single-family residence. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial 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 the City of Waterbury. Should a circumstance arise which violates this policy, it will be brought before the Executive Board for review.

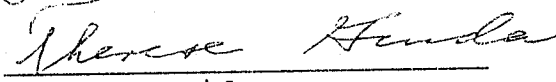
IN WITNESS HEREOF, we, the Executive Board of the Judith Lane Condominiums Association, have hereunto set our hands to this the Fourth Amendment to the Public Offering Statement Rules, dated at Waterbury, Connecticut this 11th day of February, 1992.



Lisa Heyl




John Berube



Therese Guida

09726

RECEIVED FOR RECORD
1992 FEB 27 PM 12: 10


JOHN CLERK
WATERBURY, CT.

09726

121

Received for record.....Feb. 27, 1992
at.....12:19 P.M. and recorded in the
Waterbury Land Records in
Volume.....2825.....at Page 121
Attest:


TOWN CLERK

JUDITH LANE CONDOMINIUMS ASSOCIATION
P. O. Box 4065
Waterbury, CT 06704