

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 MAGNUSEN-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 CONTRACTS. 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 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 procedure 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 provision 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