

DECLARATION
OF
SADDLEBROOK,
A CONDOMINIUM DEVELOPMENT
BRISTOL, CONNECTICUT

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DECLARATION

ALLENTOWN CONDOS, LLC a Connecticut limited liability company, with a mailing address of 22 Pine St, Bristol, CT. 06010 does hereby submit the real property in the Town of Bristol, Connecticut described in Schedule A-1, to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, as amended, for the purpose of creating SADDLEBROOK, A CONDOMINIUM DEVELOPMENT.

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, Chapter 828 of the Connecticut General Statutes as it may be amended from time to time.

Section 1.2 - Allocated Interest. 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 Schedule A-2.

Section 1.3 - Association. SADDLEBROOK HOMEOWNERS ASSOCIATION, INC. a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to Section 47-243 of the Connecticut General Statutes.

Section 1.4 - Bylaws. The Bylaws 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 and any other interests in real property of the benefit of Unit Owners which are subject to the Declaration.

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

Section 1.7 - Common Interest Community. SADDLEBROOK, A CONDOMINIUM DEVELOPMENT.

Section 1.8 - Declarant. ALLENTOWN CONDOS, LLC, a Connecticut limited liability corporation or its successor as defined in Subsection (12) of Section 47-202 of the Connecticut General Statutes.

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

Section 1.10 - Development Rights. The rights reserved by the Declarant under Article VIII 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 Bylaws, and the Rules as they may be amended from time to time. Any exhibit, schedule or certification accompanying a Document is part of that Document.

Section 1.13 - Eligible Insurer. An insurer or guarantor of the 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 notice 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 and/or the Officers of the Association (the terms are to be used interchangeably). This Board shall be comprised of no more than five (5) individuals, but not less than three (3), holding the positions of President, Vice President, Secretary, Treasurer and Assistant Treasurer. Initially the Executive Board shall be comprised of individuals appointed by the Declarant. However, after a sufficient number of Units are purchased and elections are held in accordance with the provisions of this Declaration, the Bylaws and the Rules of SADDLEBROOK HOMEOWNERS ASSOCIATION, INC., the Executive Board shall be comprised of duly elected Unit Owners. The terms Executive Board and Board of Directors and Officers shall be used interchangeably throughout this Declaration and other SADDLEBROOK, documents.

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 47-221 of the Connecticut General Statutes 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, governmental subdivision or agency, or other legal or commercial entity.

Section 1.21 - Plans. The plans filed with this Declaration as Schedule A-4, 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 secured payment or performance of an obligation. The term includes a lien created by a mortgage, deed or 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 – Special Declarant’s Rights. The rights reserved under the Declaration for the expansion, and creation of units, common elements, limited and common elements within the common interest community.

Section 1.26- Survey. The survey filed with this Declaration as Schedule A-3, as it may be amended from time to time.

Section 1.27 - 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 1.28 - 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 SADDLEBROOK, A CONDOMINIUM DEVELOPMENT.

Section 2.2 – Association. The name of the Association is SADDLEBROOK, HOMEOWNERS ASSOCIATION, INC.

- (a) The Association is the entity designated to represent the interests of the Unit Owners in any proceedings involving condemnation, destruction or liquidation of the SADDLEBROOK, a Condominium Development.

ARTICLE III

Description of Land

The Common Interest Community is situated in the Town of Bristol, Connecticut and is located on land described in Schedule A-1.

ARTICLE IV

Maximum Number of Units, Identification and Boundaries

Section 4.1 – Number and Types of Units. The Condominium contains 20 Units. The Declarant has reserved the right to create an additional 56 Units up a maximum of 76 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 space 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. All Units will be heated by oil fueled forced hot air with central air conditioning. Water and sewer service will be provided by Crystal Water. Each Unit Owner shall be responsible for all systems that specifically service his Unit, such as, but not limited to those that provide heat and air conditioning.
- (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, wire, conduits, and other facilities running through any interior 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 (1) 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 designed 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 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) Chimneys serving the Units, the use of which is limited to the Unit that it services.
- (e) Any space heating, water heating and air conditioning apparatus and all electrical switches, televisions, 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.
- (f) Patios or Decks.
- (g) Land/space/soil around or near the perimeter of the foundation of each Unit is to be considered a Limited Common Element, but no plantings or embellishments other than those provided for by the Unit Owners Association shall be allowed. (See limitation in Public Offering Statement.). Association shall be responsible for maintenance thereof.
- (h) Driveways, which will provide access to individual units. Association shall be responsible for the maintenance thereof.

As to each of the foregoing, a right to 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 that are required by this Declaration to be maintained, repaired or replaced by the Unit Owner(s) whom benefit from their existence.

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. For further clarification see Article I Section 1.26 and Article V contained herein.

Section 6.3 - Limited Common Elements. Notwithstanding the provisions of Section 6.1 and Section 6.2, each Unit Owner shall be responsible for removing all snow, leaves and debris from all, rear decks and rear patios, 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 (e) of this Declaration, unless otherwise specifically mentioned.

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 conditions threatening a Unit or the Common Elements, and for the purpose of performing installations, 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 Owners 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 a 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) To construct the Common Interest Community in phases as earlier depicted herein.
- (b) The right to add Units, Common Elements and Limited Common Elements.
- (c) The right to allocate as Limited Common Elements two (2) parking spaces per Unit.
- (d) The right to construct underground utility lines, pipes, wires, ducts,

conduits, and other facilities across the line of the Common Interest Community for the purposes of providing utility and other services to building and Improvements to be constructed at or on the Common Interest Community. 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 purpose. If the Declarant grants any such easements, Schedule A-1 shall be amended to include reference to the recorded easement.

All usable space is proposed to be utilized, so there is no intention to expand this project beyond the Seventy Six (76) Units referenced herein as well as in the Public Offering Statement for SADDLEBROOK, A CONDOMINIUM DEVELOPMENT.

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 twenty-five (25) years after the recording of the initial Declaration.
- (b) No more than Seventy Six (76) Units may be created under the Development Rights. The Common Interest Community may have a number of different Unit styles, however, each is to be a one-story, two-bedroom Unit. The external features of the building will be in the colonial style. The quality of construction of any building and improvements to be created on the Property, as well as the external features shall be constant with the quality of those constructed pursuant to this Declaration, as initially recorded;
- (c) All Units and Common Elements created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as the Units created under this Declaration as initially recorded.

Section 8.3 - Phasing of Development Rights. No assurances are made by the Declarant regarding the phases to be developed or the order in which such phases will be developed. The exercise of Development Rights or the order in which such portions or all of the areas will be developed is up to the sole discretion of the Declarant. 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 use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community;
- (d) 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 Offices 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 to 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 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 (60) days after conveyance of sixty percent (60%) of the

Units may be created to Unit Owners other than a Declarant;

- (ii) two (2) years after the Declarant or its successor(s) have ceased to offer Units for sale in the ordinary course of business; or
- (iii) two (2) 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 the 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 (60) days after conveyance of one-third (1/3) of the Units that may be created to Unit Owners other than a Declarant, at least one (1) member and not less than one-third (1/3) 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 (3) members, but not to exceed five (5) 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 Bylaws to the contrary, the Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove 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 during such period of time as the Declarant is obligated under any warranty or obligation, holds a Development Right to create additional Units or Common Elements, owns any Unit, or holds any Security Interest in any Unit, or for twenty five years (25) 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 Schedule A-2. These interests have been allocated in accordance with the formulas set out in this Article IX. These formulas are to be used in reallocating interests if Units are added to the Common Interest Community.

Section 9.2 - Formulas for the Allocation of Interests. The Interest 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. For the purpose of this calculation, the floor areas of basements and attics are not to be counted.
- (b) **Liability for the Common Expenses.** The percentage of liability for Common Expenses allocated to each Unit is uniform and not 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. For the purpose of this calculation, the floor areas of basements and attics are not to be counted. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XIX of this Declaration.
- (c) **Votes.** Each Unit in the Common Interest Community shall have one (1) 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 A-2.

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 Elements:

- (a) Each Unit is restricted to residential use as a single-family residence including home professional pursuits not required regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. 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 the number of occupants per bedroom are allowed by applicable municipal laws and the provisions of the BOCA code, whichever is less, for reference as to what is considered a bedroom see the plans on file with the building official for the Town of Bristol. Each Unit shall be occupied by no more than three (3) people unless otherwise approved by the unanimous vote of the Board of Directors.

- (c) The use of Units and Common Elements and Limited Common Elements is subject to the Declaration, Bylaws and the Rules of the Association (hereinafter the "Rules"). The Association may make rules and regulations affecting the use and occupancy of the Units only in accord with Section 25.4 of Article XXV. Any Unit Owner found by a Connecticut court to be in violation of the Declaration, Bylaws or Rules shall be liable for reasonable counsel fees incurred by the Association in enforcing the same.
- (d) The driveway and/or parking areas may be used only for ingress and egress to and from the Units and for the parking of vehicles thereon. Designated parking spaces may be used by the applicable Unit Owner only for the parking of vehicles thereon. By regulation, the Association may provide additional regulations with respect to the restrictions and permitted uses of the driveway and/or parking area.
- (e) 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.
- (f) The Association may adopt regulations that affect the use or occupancy of Units only to:
 - (1) prevent any use of the Unit which violates the Declaration;
 - (2) regulate any occupancy of a Unit which violates the Declaration or adversely affects the use and enjoyment of other Units or the Common Elements by the Unit Owners;
 - (3) or restrict the leasing of Units to the extent the rules are reasonably designed to meet underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on Units in common interest communities, provided, however, that no such restriction affecting the use or occupancy of a Unit shall be effective unless it has been recorded on the land records of Bristol, Connecticut under the name of the Association as grantor and grantee.

- (g) In no event may a Unit be solely occupied by persons under the age of twenty-one (21).
- (h) Any lease or rental agreement for any Unit shall be in writing and specifically subject to the Declaration, the Bylaws and the Rules, including, restrictions with respect to occupancy, and shall have a minimum initial term of one (1) year. A copy of all leases or rental agreements, as executed shall promptly be furnished to the Board of Directors shall also be furnished at the same time with written acknowledgement of the lessee that the lessee has received copies of and will comply with the provisions of the Declaration, Bylaws and Rules. There may be no other restrictions relating to the term of any lease or rental agreement, provided, however, that the lease restriction(s) herein may be modified by the Association to the extent the modifications are reasonably designed to meet the underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on Units in the common interest communities. Notwithstanding the foregoing, the said Declarant, its successors or assigns, shall have the further right to sublet or lease any Units which have not been sold by it, including any such Unit later acquired or later leased by it upon such terms and for such periods, but not less than thirty (30) days, as it, in its sole discretion, shall determine.
- (i) There is no restriction on the amount for which a Unit may be sold or otherwise transferred.
- (j) A Unit may not be conveyed pursuant to a time-sharing plan as defined under Chapter 734b of the Connecticut General Statutes.
- (k) 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 get to a public street.

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.

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.

All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association. There may be no other restrictions relating to the term of any lease or rental agreement. The lease restrictions to this paragraph may be modified by the Association to the extent the modifications are reasonably designed to meet the underwriting requirements of institutional lenders to regulate purchases or insure first mortgage on Units in Common Interest Communities pursuant to Section 10.1(a) above.

ARTICLE XI

Easements and Licenses

All easements or licenses to which the Common Interest Community is presently subject are recited in Schedule A-1 to this Declaration. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article VIII of 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(b) of this Declaration, to allocate as Limited Common Elements.

If any such Limited Common Elements 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 as part of a relocation of boundaries of Units pursuant to Article XIV of this Declaration.

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) May not embellish the outside of his or her Unit by any means, method or manner.
- (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 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 additions, 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 Units 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 that, in its judgment, it deems necessary.

ARTICLE XIV

Relocation of Boundaries Between Adjoining Units

Section 14.1 - No Unit Owner shall be allowed to relocate the boundaries between adjoining Units.

ARTICLE XV

Relocation of Boundaries Between Adjoining Units

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 Section 47-237 of the Connecticut General Statutes 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 (67%) percent of the votes in 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 (1) 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, except as provided in Article XV, Section 15.4(b), is effective only on recording. An amendment, except an amendment pursuant to Article XIV of this Declaration, shall be indexed in the grantee's index in the name of the Common Interest Community and the Association and the grantor's index in the name of the parties executing the amendment.

Section 15.4 - When Consent of More Than 67% of the Unit Owners May Be Required. Except to the extent expressly permitted or required by provisions of the Act and this Declaration, the following amendments will require a vote in excess of sixty-seven (67%) percent of the Unit Owners and compliance with the following conditions:

- (a) No amendment may prohibit or materially restrict the permitted uses or

occupancy of a Unit or other qualifications of persons who may occupy Units without a vote or agreement of Unit Owners to which at least eighty (80%) percent of the votes in the Association are allocated. Each amendment must provide reasonable protection for use and occupancy permitted at the time the amendment was adopted.

- (b) The time limits for the exercise of Development Rights specified in Section 8.2(a) of the Declaration may be extended, the number of Units which may be created by the Declarant pursuant to Section 8.2(b) of the Declaration may be increased and new Development Rights or other Special Declarant Rights may be created by amendment to the Declaration of persons entitled to cast at least eighty (80%) percent of the votes allocated to Units not owned by the Declarant, agree to that action. The amendment must identify the Association or other person who hold new rights that are created, written notice of proposed amendment to the Declaration must be delivered to all person's holding Development Rights or security interests in those rights. Notwithstanding, the provisions of Section 15.3 of the Declaration, such an amendment to the Declaration is effective thirty (30) days after the amendment is recorded and notice is delivered unless any person entitled to notice under this subsection records a written objection within the thirty (30) day period, in which case the amendment is void, or unless all of the persons entitled to notice under this subsection consent in writing at the time the amendment is recorded, in which case, the amendment is effective when recorded.
- (c) No amendment may otherwise create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any Unit to incorporate Common Elements into the Unit in the absence of unanimous consent of the Unit Owners unless otherwise provided above.

Section 15.5 - Execution of Amendments. Amendments to this Declaration required by the Act is 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.

Section 15.8 - Amendments to Create Units. To exercise any Development Right reserved under Section 8.1 of this Declaration, the Declarant shall prepare, execute and record an amendment to the Declaration. If necessary, the Declarant shall also record either new Surveys and Plans necessary to conform to the requirements of subsection (a),

(b) and (d) of Section 47-228 of the Act or new certifications of Schedules A-3 and A-4 previously recorded if the Schedules otherwise conform to the requirements of those Subsections.

The amendment to the Declaration shall assign an identifying number to each new Unit created and reallocate the Allocated Interest among all Units. The amendment shall describe any Common Elements and any Limited Common Elements created thereby and designate the Unit to which each Limited Common Element is allocated to the extent required by Subsection 47-227(a) of the Act.

ARTICLE XVI

Amendments to Bylaws

The Bylaws may be amended only by vote of two-thirds (2/3) of 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 47-237 of the Connecticut General Statutes.

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 Interest 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 assessment 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 Charges.** Notwithstanding any other 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 Chapter 828 of the Connecticut General Statutes) 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 includes, but is not limited to, any provision affecting:
 - (i) Assessments, assessment liens or subordination of assessment liens;
 - (ii) Voting rights;
 - (iii) Reserves for maintenance, repair or 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 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 other requirement permitted by this Declaration or Chapter 828 of the Connecticut General Statutes, 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, for reasons other than substantial destruction or condemnation, 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 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 not more than one (1) 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.
- (d) The failure of an Eligible Mortgagee to respond within forty-five (45) days to any written request of the Association for approval of a non-material addition or amendment to the Documents shall constitute an implied approval of the addition or amendment.

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 statements shall be audited by an independent certified public account if:

- (a) The Common Interest Community contains fifty (50) or more Units, in which case the cost of the audit shall be a Common Expense; or
- (b) 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 representatives of an Eligible Mortgagee or Eligible Insurer may attend any meeting that a Unit Owner may attend.

ARTICLE XIX

Assessment and Collection of Common Expenses

Section 19.1 - Definition of Common Expenses. Common Expenses are due on the first day of each month and late after tenth (10th) day of each month. Late payments shall be subject to a fine. Should any payments be delinquent they are the personal obligation of the Unit Owner, however, as referenced herein the obligation shall attach to the Unit. Common Expenses shall include:

- (a) Expenses of administration, maintenance, and repair or replacement of 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 Schedule A-2 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 that Unit.
- (c) Assessment 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 or Common Expense increase 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 of 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 (6) 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 mechanics' 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 (2) years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) 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 fees 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 assessment, the court may appoint a receiver of the Unit Owner pursuant to Section 52-504 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 assessment against that 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 (10) 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 assessment 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 Bristol 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 XII

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 the 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 betterment's 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 one hundred (100%) 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.

The maximum deductible for insurance policies shall be TEN THOUSAND AND 00/100 (\$10,000.00) DOLLARS or one (1%) percent of the policy face amount.

- (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 insurance in the name of a Unit Owner covering the same risk covered by the

policy, the Association's policy provides primary insurance.

- (iv) Loss shall be adjusted with the Association.
- (v) Insurance process 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:
SADDLEBROOK HOMEOWNERS 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 ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS 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 right 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 - Fidelity Bonds. A blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three (3) months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Unit and to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason.

Section 22.5 - 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 22.6 - Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

Section 22.7 - Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers' of the Association in such limits as the Executive Board may, from time to time, determine.

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

Section 22.9 - Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XXIII

Damage To Or Destruction Of Property

Section 21.1 - Duty to Restore. Any portion of the Property for which insurance is required under Section 47-255 of the Connecticut General Statutes 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) Eight (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 interest 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 Interest are automatically reallocated on the vote as if the Unit had been condemned under Subsection (a) of Section 47-206 of the Connecticut General Statutes, 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 interest 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 repaired or restored;
- (b) The amounts to be paid for repairs or restoration and the names and address of the parties to whom such amounts are to be paid.

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

ARTICLE XXIV

Rights to Notice and Comment;

Notice and Hearing

Section 24.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the documents required 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 of 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 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 of 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 Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, Rules and regulations, including, but not limited to those set forth in Sections 25.2(u) and 25.4 of this Declaration;
- (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 (2) 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 Section 47-254 of the Connecticut General Statutes;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one (1) 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 Subsections (2) and (4) of Section 47-221 of the Connecticut General Statutes, and for services provided to Unit Owners;
- (m) Impose charges or interest or both for late payments of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, and the Bylaws, Rules and regulations of the Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 47-270 of the Connecticut General Statutes 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 received Common Expense assessments;
- (q) Exercise any other powers conferred by this Declaration or the Bylaws;
- (r) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other powers necessary and proper for the governance and operation of the Association; and
- (t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing a 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.

- (u) By regulation, require that disputes between Executive Board and Unit Owners or between two or more Unit Owners regarding the Common Interest Community must be submitted to nonbinding alternative dispute resolution in the manner described in the regulations as a prerequisite to commencement of a judicial proceeding.

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.

Section 25.4 - Rules and Regulations Affecting Use and Occupancy of Units. The Association may adopt Rules and regulations that affect the use or occupancy of Units that may be used for residential purposes only to:

- (a) prevent any use of a Unit which violates the Declaration;
- (b) regulate any occupancy of a Unit which violates the Declaration, the provisions of the BOCA Code as they apply for residential occupancy or adversely affects the use and enjoyment of other Units or Common Elements by other Unit Owners; or
- (c) restrict the leasing of Units to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on Units in Common Interest Communities, provided, however, no such restrictions shall be effective unless recorded in the land records.

Section 25.5 - Tenants. If a tenant of a Unit Owner violates the Declaration, Bylaws or Rules and regulations of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may: (a) exercise directly against the tenant the powers described in Section 25.2 of this Article, (b) after providing Notice of Hearing to the tenant and the Unit Owner, levy reasonable fines against the tenant or Unit Owner or both for the violation; and (c) enforce any other rights against the tenants for violation which the Unit Owner as landlord could lawfully have exercised under the lease, including any such right to bring a summary process action under Chapter 832 of the General Statutes.

The rights granted under this paragraph may only be exercised if the tenant or Unit Owner fails to cure the violation within ten (10) days after the Association notifies

the tenant and Unit Owner of that violation pursuant to the procedures for Notice and Hearing.

Unless the lease otherwise provides, this section does not:

- (a) affect rights that the Unit Owner has to enforce the lease or that the Association has under other law; or
- (b) permit the Association to enforce the lease to which it is not a party except to the extent that there is a violation of Declaration, Bylaws, or Rules and regulations.

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 Section 47-206 of the Connecticut General Statutes.

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.

Section 27.4 - Invalidity. The invalidity of any provisions of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 27.5 - Conflict. The Documents are intended to comply with the

requirements of Chapter 828 and Chapter 600 of the Connecticut General Statutes. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

14 In Witness Whereof, the Declarant has caused this Declaration to be executed this day of November, 2007.

Signed, Sealed and Delivered
in the Presence of:

Allentown Condos, LLC.

James E. Egges, Jr.
Jean M. de Silva

By E. H. H. D Member
class Hania

STATE OF CONNECTICUT) ss. Bristol
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 14 day of November, 2007, by Elias Hawa, member of Allentown Condos, LLC, a Connecticut Limited Liability Company on behalf of the Company.


James Ziogas Jr.
Commissioner of the Superior Court

EXHIBIT A-1

A certain piece or parcel of land situated on Allentown Road in the Town of Bristol and being shown as Lot 14 on a certain map entitled, "MAP SHOWING OPEN SPACE PARCELS 14 & 14A ALLENTOWN ROAD, BRISTOL, CT. August 2006, PREPARED FOR: SOUTHERN WOODS DEVELOPERS, LLC. P.O. BOX 84 BRISTOL, CT 06010, R.R. HILTBRAND ENGINEERS and SURVEYORS 340 MAPLE AVENUE BRISTOL, CONNECTICUT 06010 (860) 582-4548"

Said premises are subject to and together with the following;

1. The right to Discharge Storm Water from Detention Basin as shown on said map or plan;
2. Storm Drainage Easement, Sightline Easement and Temporary Grading Easement in favor of the Declarant across Lot 14A as shown on said map or plan.
3. Storm Drainage Easement as shown on said map or plan.
4. An easement from Allentown Condos LLC to the Connecticut Light & Power Company for installation and maintenance as described the an easement set forth in the Bristol Land Records in volume at page .
5. UCC-1 Financing Statement from Allentown Condos, LLC to Farmington Savings Bank, dated December 21, 2006 and recorded in Volume 1714 at Page 968 in the Bristol Land Records.
6. Mortgage from Allentown Condos, LLC to Farmington Savings Bank in the amount of Two Million Five Hundred Thousand Dollars and 00/100 (\$2,500,000.00) Dollars, dated December 21, 2006 and recorded in Volume 1714 at Page 972 in the Bristol Land Records.
7. Collateral Assignment of Leases and Rentals from Allentown Condos, LLC, to Farmington Savings Bank dated December 21, 2006 and recorded in Volume 1714 at Page 985 in the Bristol Land Records.
8. Easement to the Connecticut Light and Power Company for the installation of underground utilities as referenced in volume 1725 at page 1125 and recorded in the Bristol Land Records on March 20, 2007.
9. Mortgage from Allentown Condos, LLC to Farmington Savings Bank in the amount of One Million Dollars and 00/100 (\$1,000,000.00) Dollars, dated April 17, 2007 and recorded in Volume 1729 at Page 827 in the Bristol Land Records. Said mortgage was modified to increase the mortgage amount to One Million Five Hundred Thousand Dollars. Said Modification was recorded in the Bristol Land Records on October 3, 2007 in volume 1752 at page 322.

10. Collateral Assignment of Leases and Rentals from Allentown Condos, LLC, to Farmington Savings Bank and recorded April 17, 2007 in Volume 1729 at Page 827 in the Bristol Land Records.

11. UCC-1 Financing Statement from Allentown Condos, LLC to Farmington Savings Bank, dated April 17, 2007 and recorded in Volume 1729 at Page 858 in the Bristol Land Records.

12. Right to connect to sanitary sewer and water lines contained in a Warranty Deed from Southern Woods Development, LLC in favor of Ronald Klimas and Patricia A. White dated May 31, 2005 and recorded in the Bristol Land Records in Volume 1626 at Page 281.

13. Conservation Easement in favor of the City of Bristol dated August 7, 2006 and recorded in Volume 1695 at Page 126 of the Bristol Land Records.

14. Storm Drainage Easement, Sightline Easement and Temporary Grading Easement in favor of the Declarant across Lot 14A as shown on said map or plan.

15. Storm Drainage Easement as shown on said map or plan.

16. Together with all Development Rights as recorded in the Bristol Land Records in Volume _____ at Page _____.

17. A UCC-1 and Notice of Lease by and between Saddlebrook Homeowners Association, Inc. and Bemer Petroleum Corporation for the installation and provision of LP gas to the buildings located within the common interest community. To be filed.

18. Any and all provisions of any ordinance, municipal regulation, public or private law, zoning, conservation, and inland wetlands regulation. Subject to all taxes hereinafter coming due.

Said parcel containing 25.923 acres.

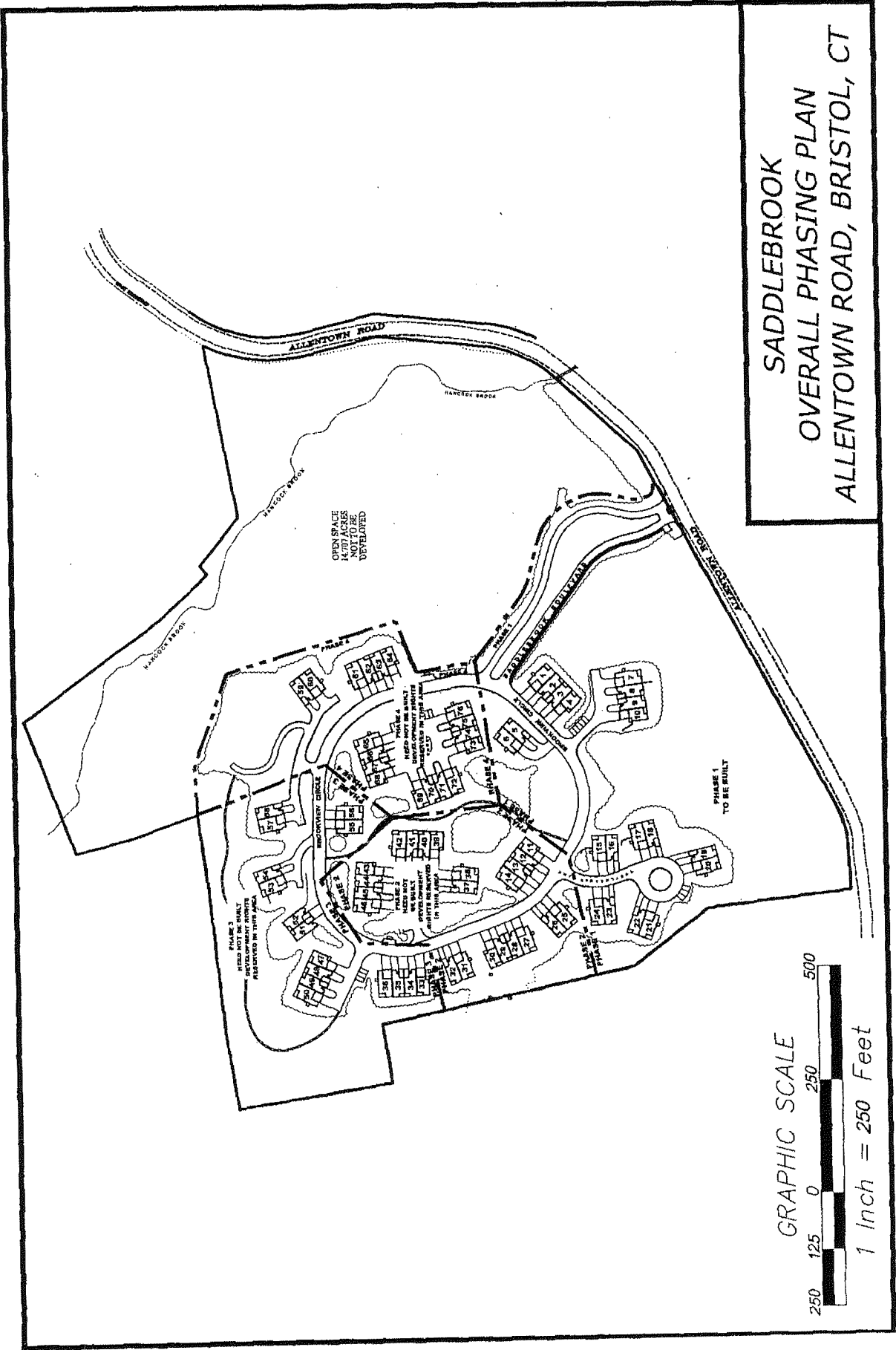
TABLE OF INTERESTS
DECLARATION EXHIBIT A-2

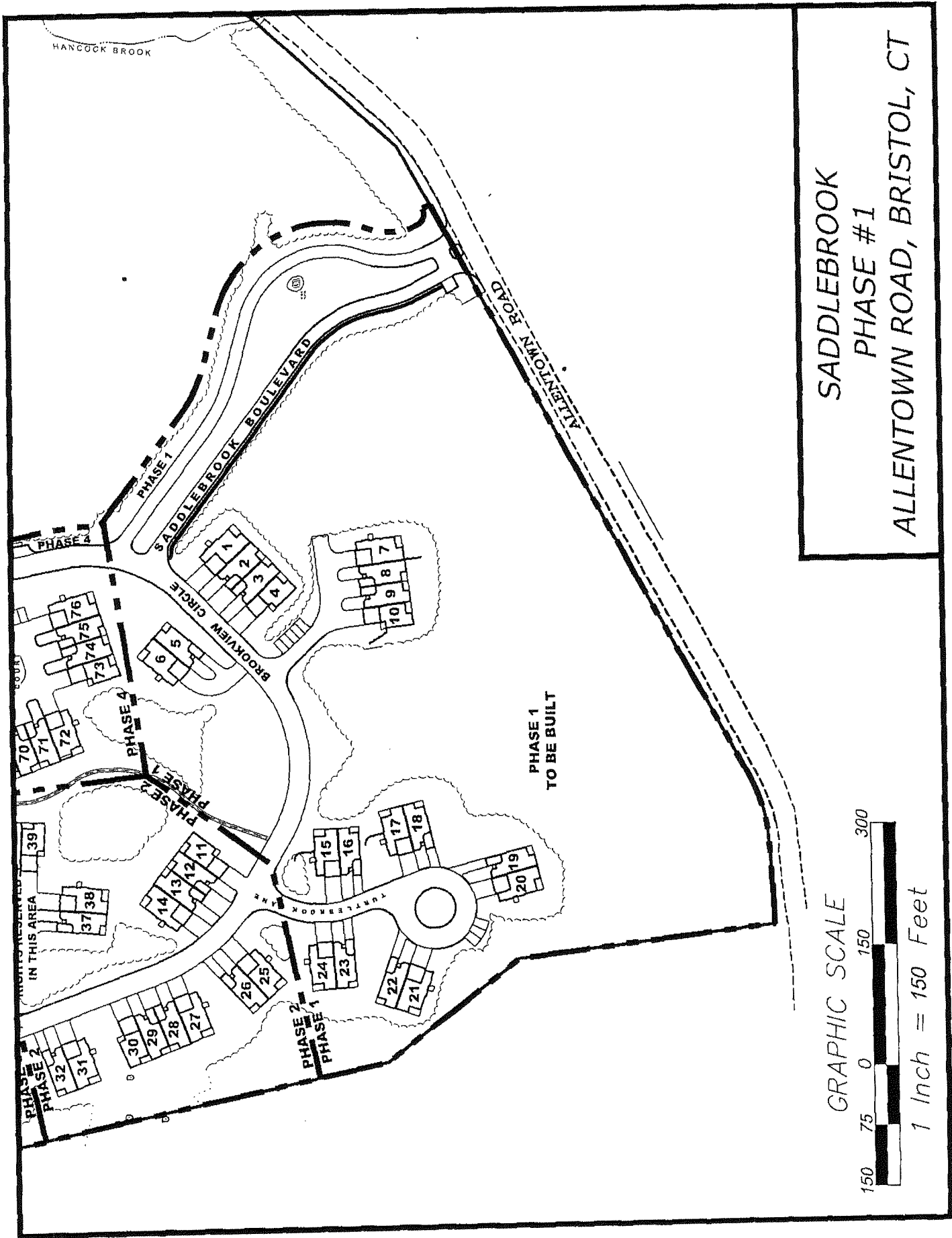
<u>Unit No.</u>	<u>Model</u>	<u>Percentage Share of Common Elements</u>	<u>Votes in the Affairs of Association</u>	<u>Garages</u>
1	A	5.0%	1	2
2	D	5.0%	1	1
3	C	5.0%	1	1
4	B	5.0%	1	2
5	B	5.0%	1	2
6	D	5.0%	1	1
7	B	5.0%	1	2
8	D	5.0%	1	1
9	C	5.0%	1	1
10	A	5.0%	1	2
15*	A	5.0%	1	2
16	B	5.0%	1	2
17	B	5.0%	1	2
18	D	5.0%	1	1
19	A	5.0%	1	2
20	B	5.0%	1	2
21	D	5.0%	1	1
22	A	5.0%	1	2
23	C	5.0%	1	2
24	B	5.0%	1	2

* Note: Numbering in Phase I is not sequential

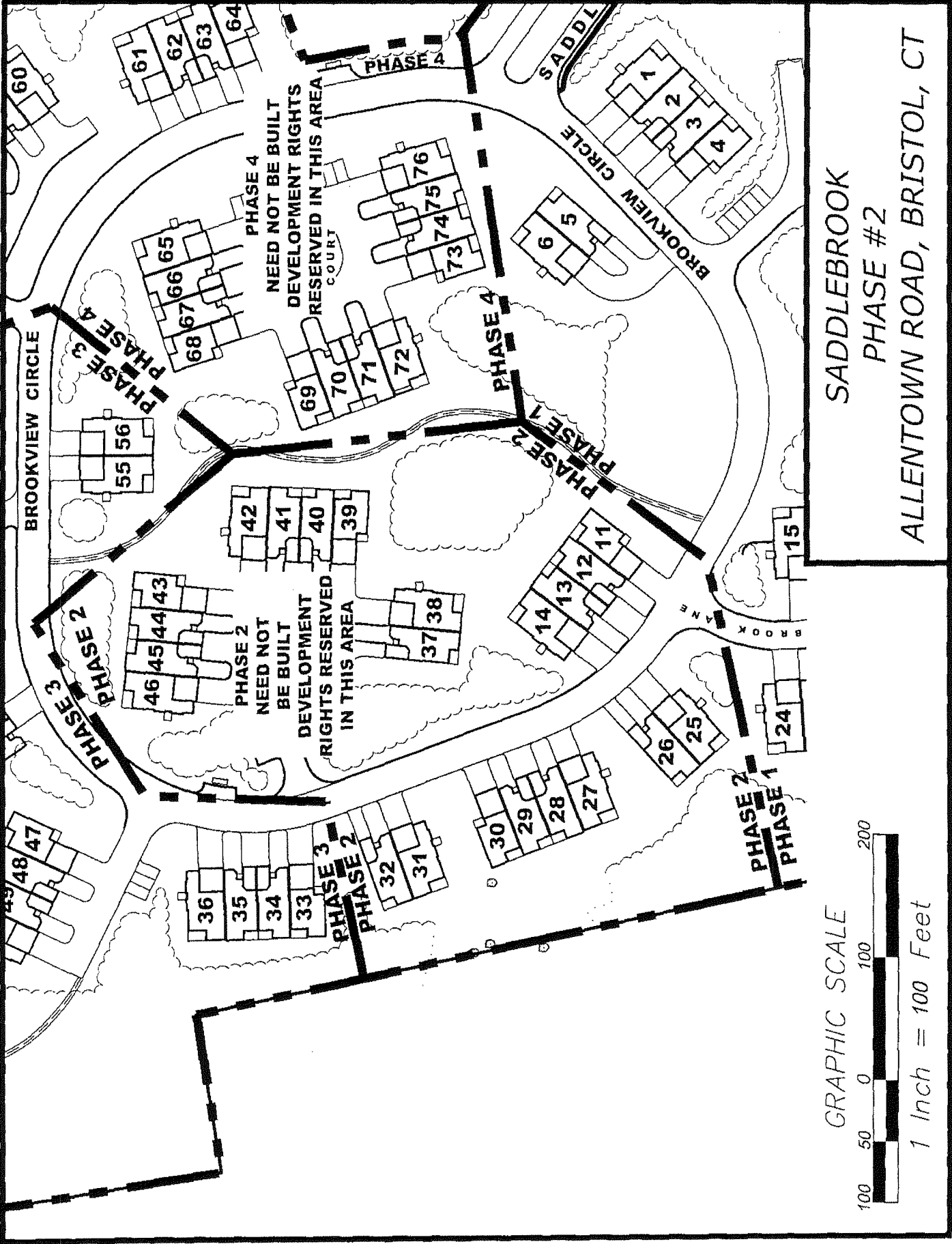
MODEL A: BROOKSHIRE (2,394 SQ. FEET)
MODEL B: OAKRIDGE (2,160 SQ FEET)
MODEL C: RIDGEWOOD (2,347 SQ FEET)
MODEL D: FAWNWOOD (1,645 SQ FEET)

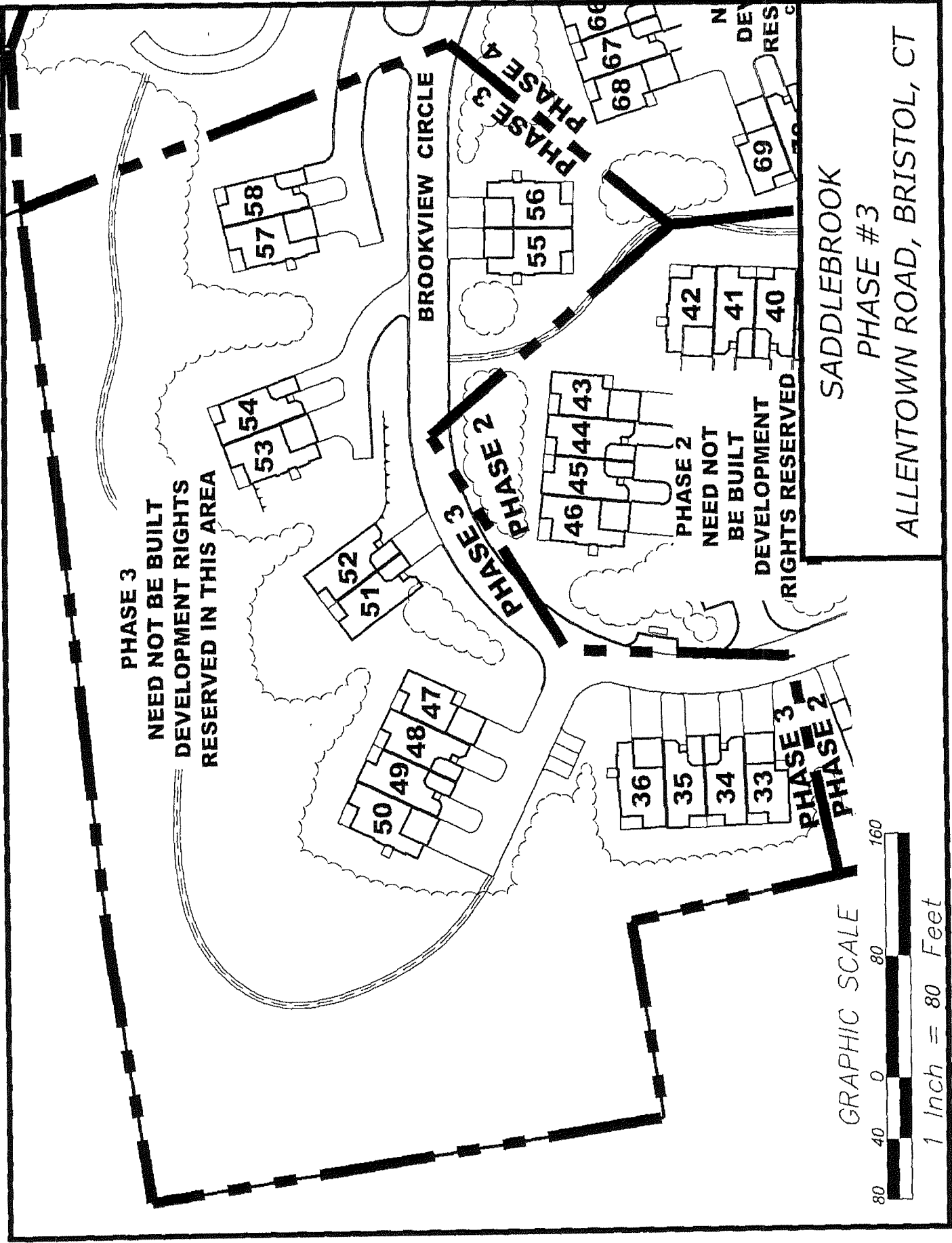
EXHIBIT A-3
SURVEY





SADDLEBROOK
PHASE #1
ALLENTOWN ROAD, BRISTOL, CT





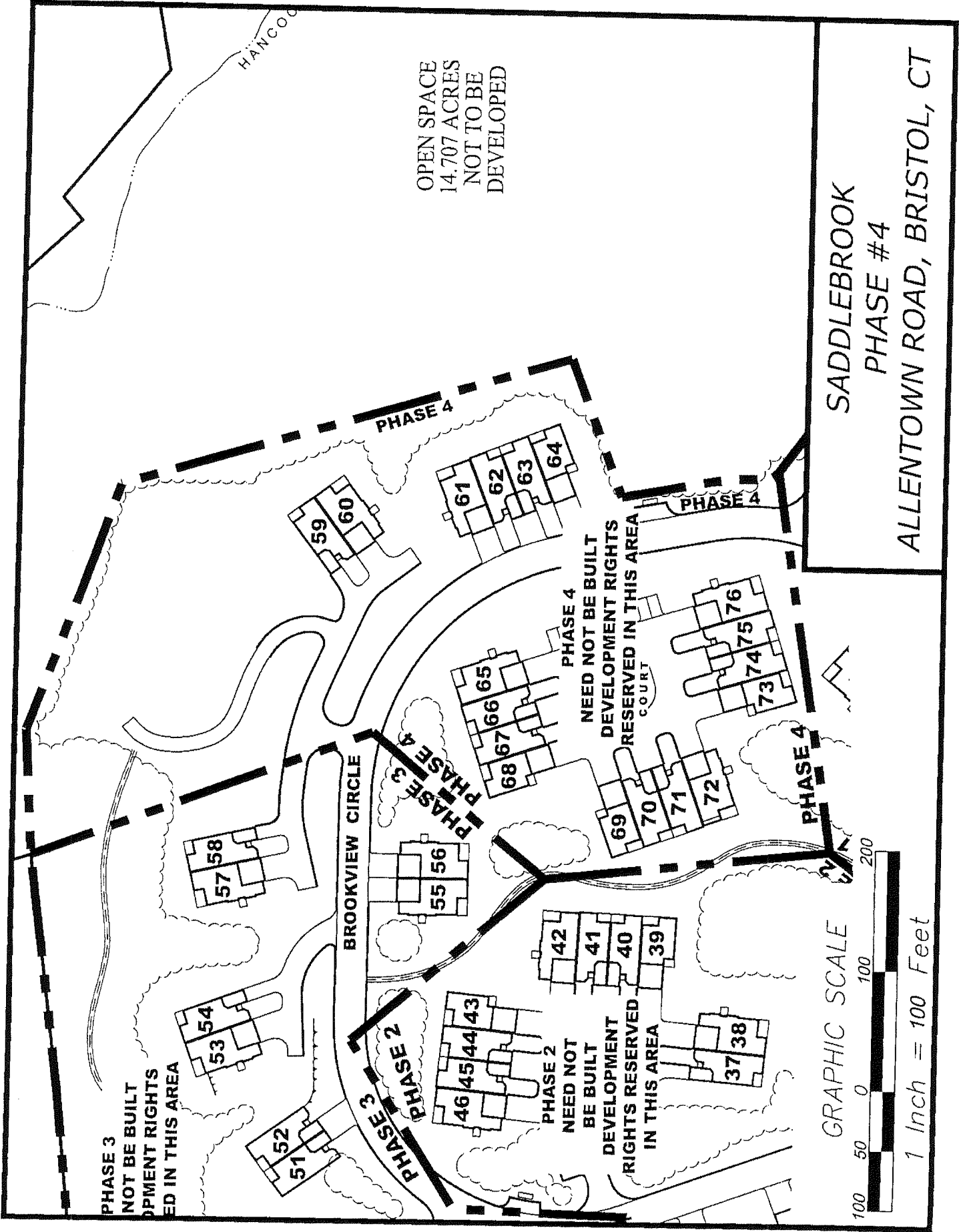
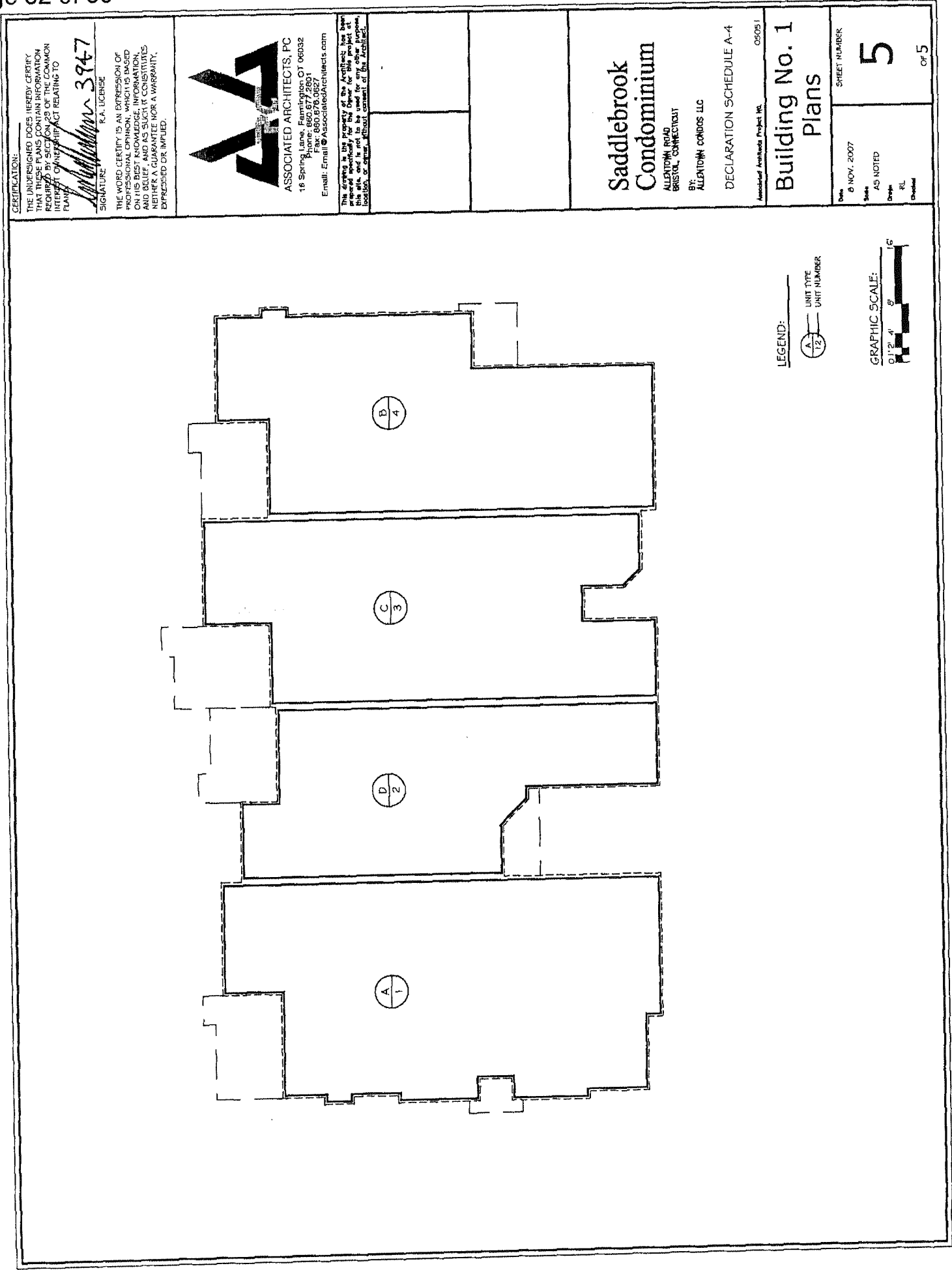
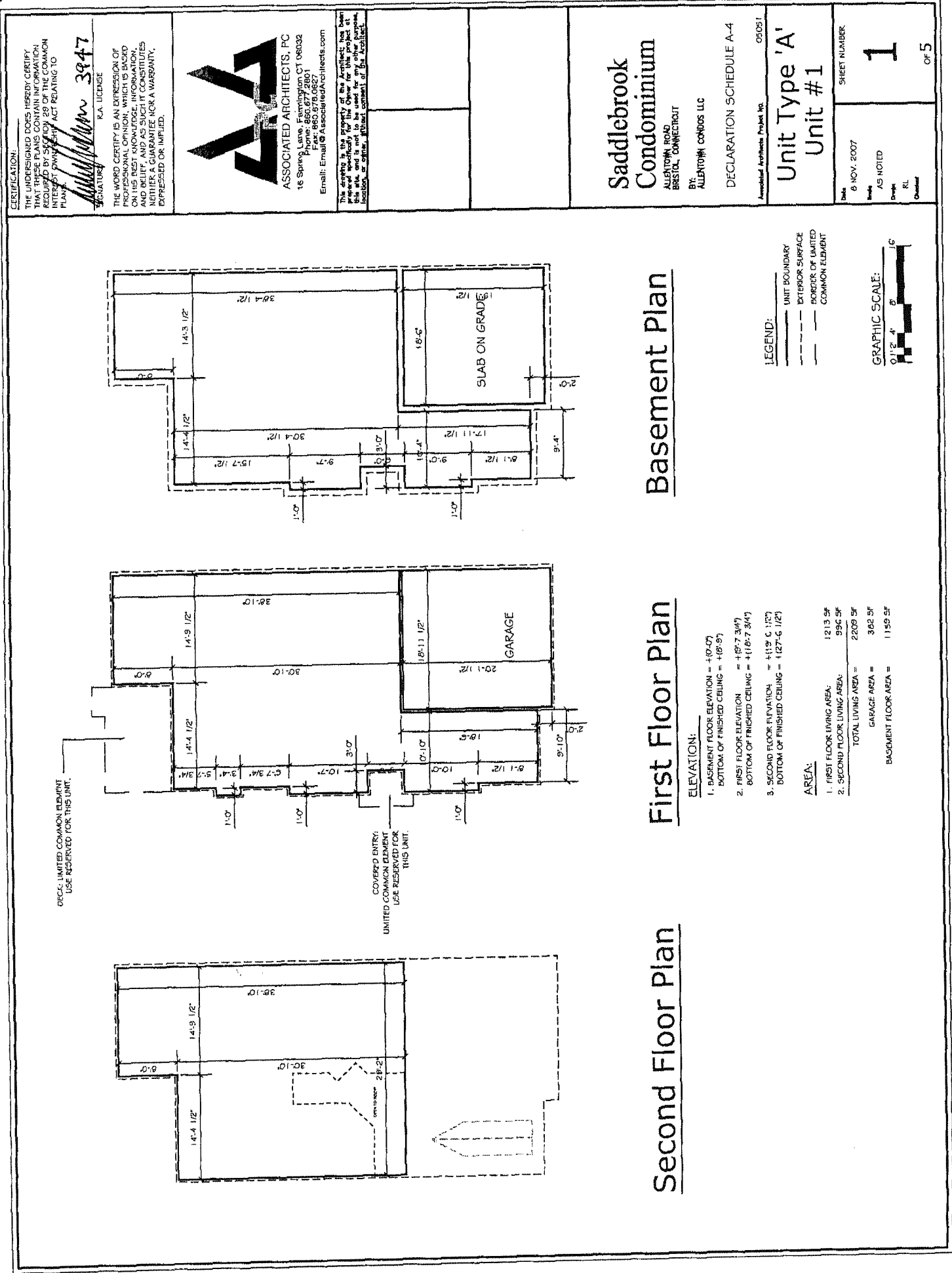
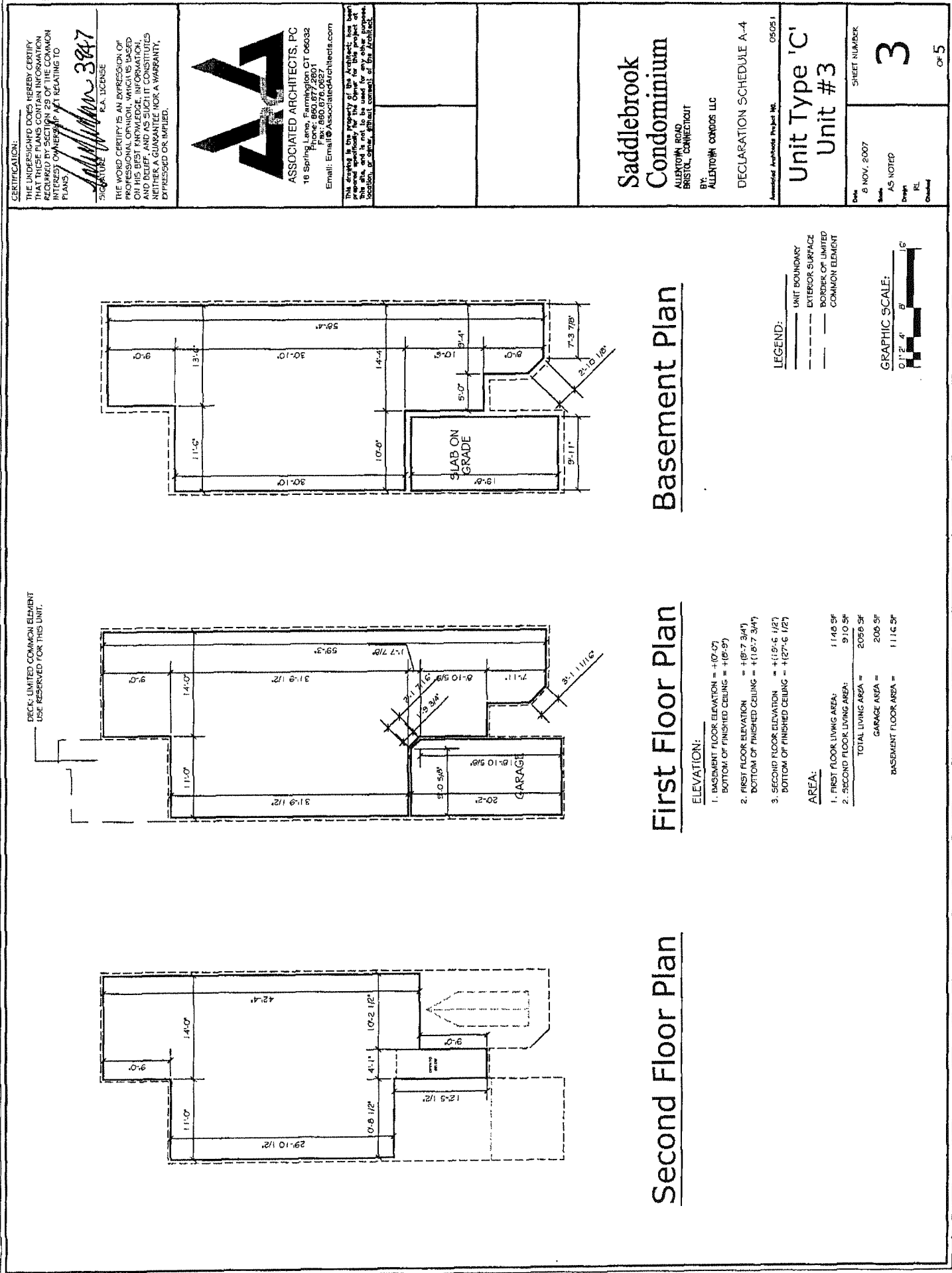
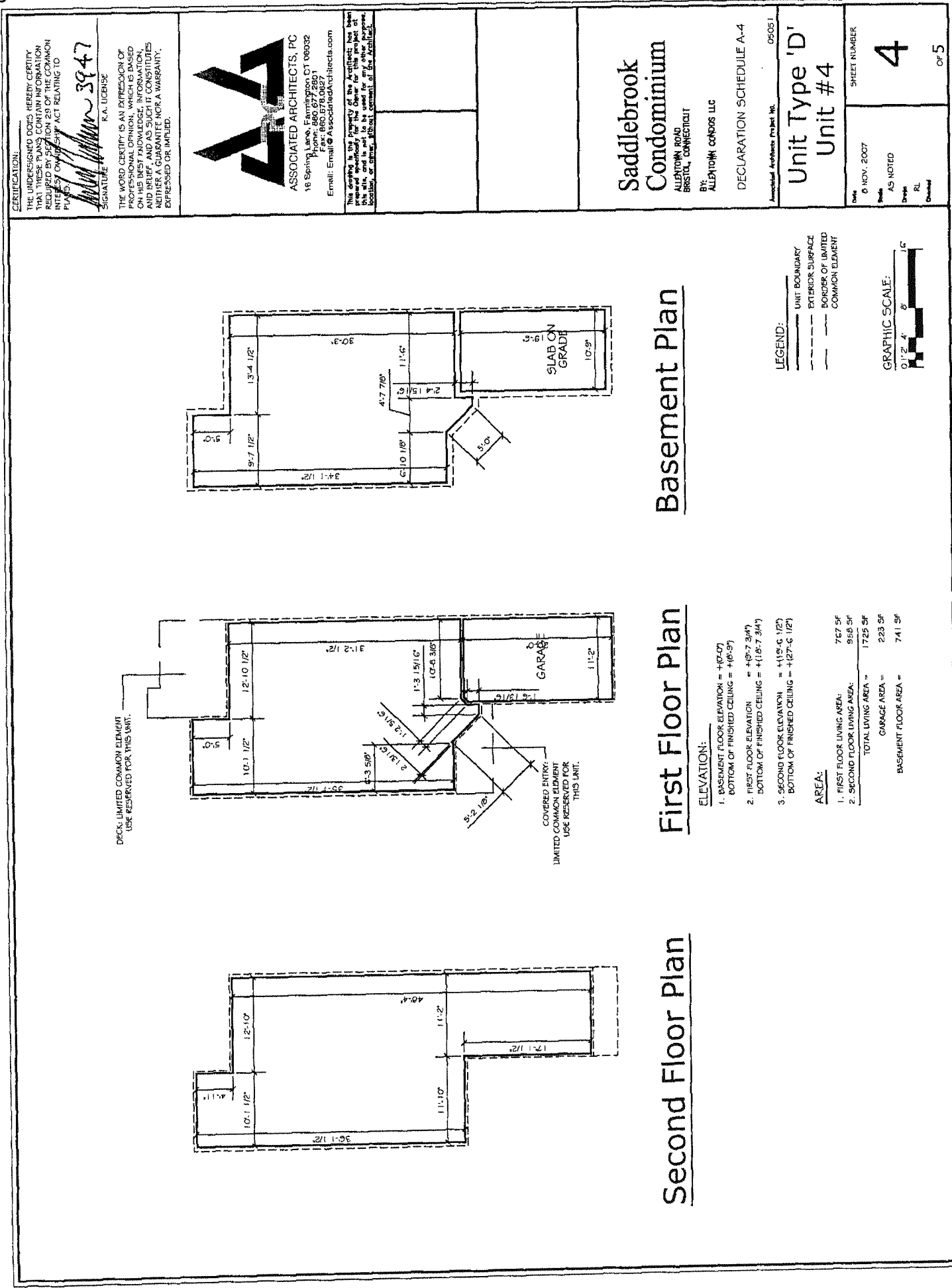


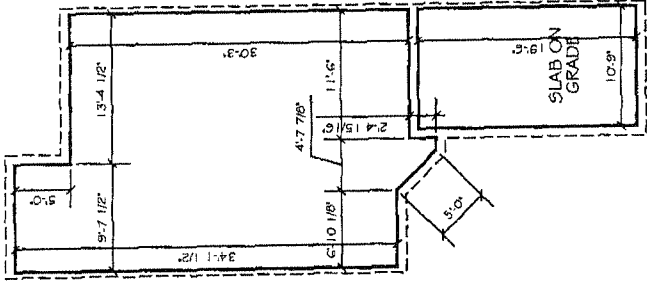
EXHIBIT A-4
PLANS









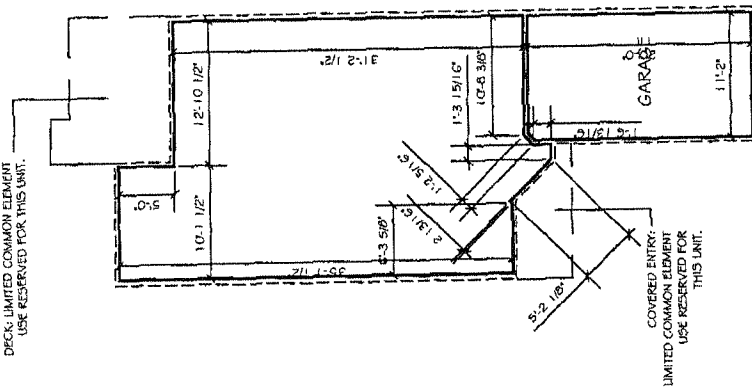


Basement Floor Plan showing dimensions: 9'-7 1/2", 13'-4 1/2", 30'-3", 11'-4", 4'-7 7/8", 10'-10", 3'-4 1/2", 3'-0", 10'-9", 10'-9", 3'-0".

Basement Plan

LEGEND:
— UNIT BOUNDARY
- - - EXTERIOR SURFACE
- - - BORDER OF LIMITED COMMON ELEMENT

GRAPHIC SCALE:
0' 1" 2' 4' 8' 16'



First Floor Plan showing dimensions: 10'-1 1/2", 12'-10 1/2", 31'-2 1/2", 1'-3 15/16", 10'-8 3/8", 11'-2", 1'-2 5/16", 2'-1 1/2", 8'-3 5/8", 8'-2 1/8", 1'-2 1/2", 1'-3 15/16", 10'-8 3/8", 11'-2".

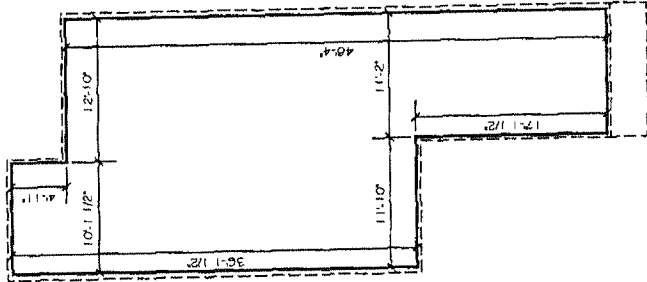
DECK: LIMITED COMMON ELEMENT
USE RESERVED FOR THIS UNIT.

COVERED ENTRY:
LIMITED COMMON ELEMENT
USE RESERVED FOR THIS UNIT.

First Floor Plan

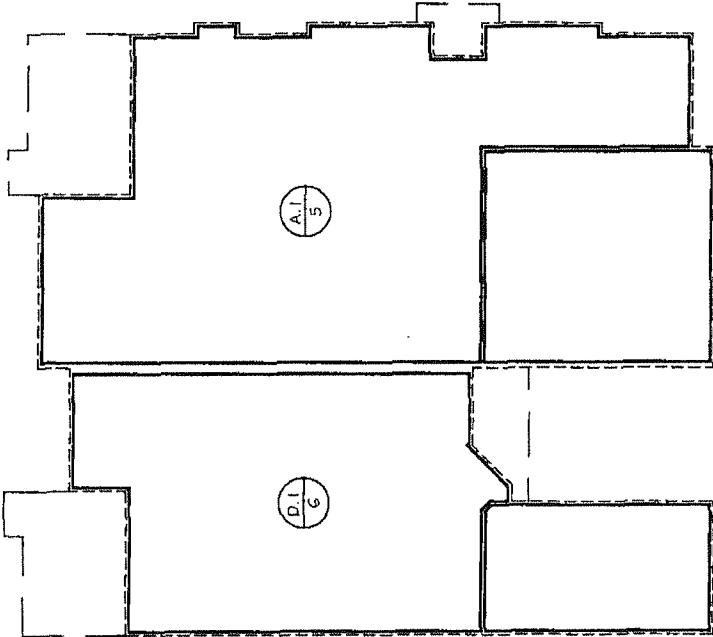
ELEVATION:
1. BASEMENT FLOOR ELEVATION = +0'-0"
BOTTOM OF FINISHED CEILING = +0'-9"
2. FIRST FLOOR ELEVATION = +0'-7 3/4"
BOTTOM OF FINISHED CEILING = +1'-8 7/8"
3. SECOND FLOOR ELEVATION = +1'-9 1/2"
BOTTOM OF FINISHED CEILING = +2'-7 1/2"

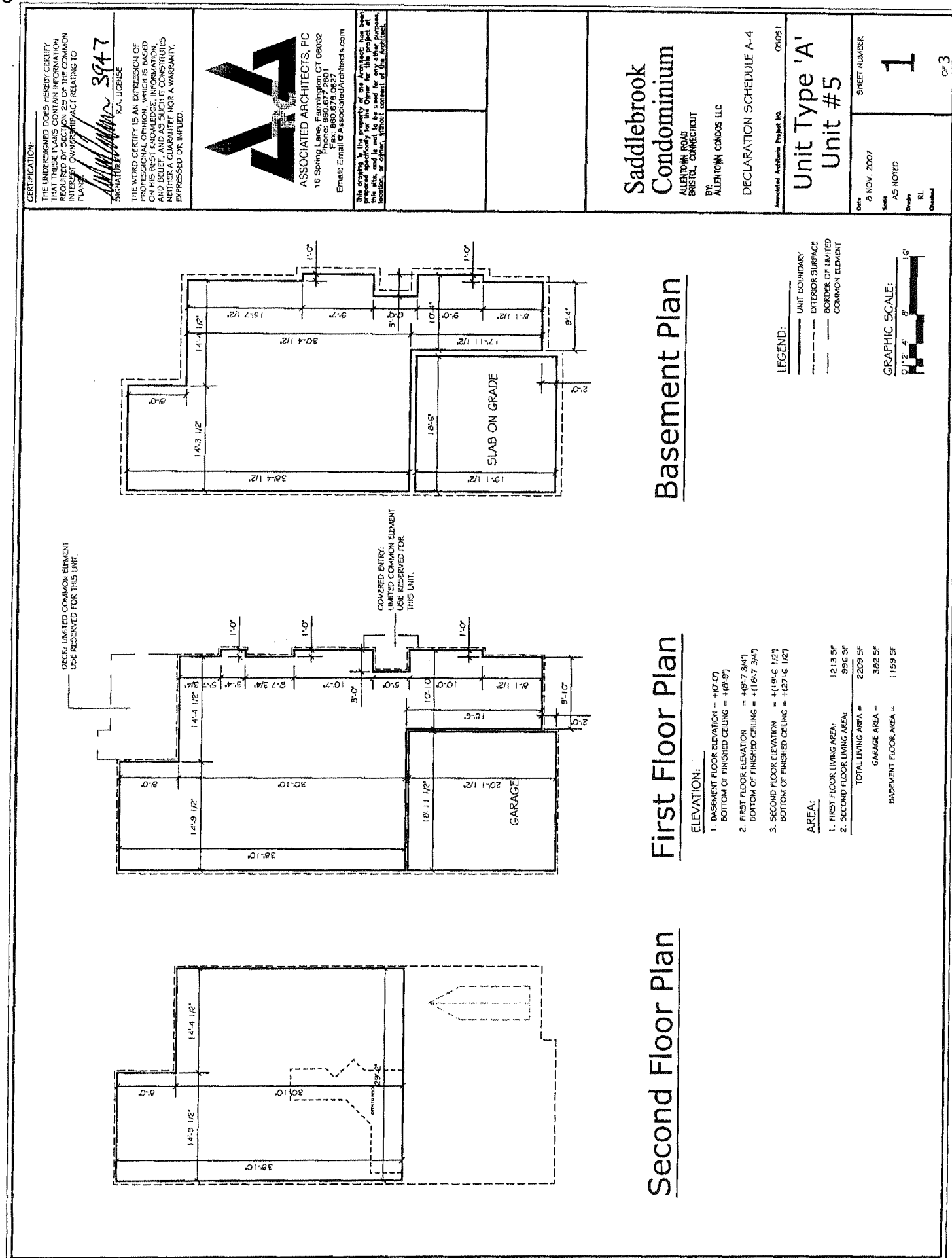
AREA:
1. FIRST FLOOR LIVING AREA: 767 SF
2. SECOND FLOOR LIVING AREA: 958 SF
TOTAL LIVING AREA = 1725 SF
GARAGE AREA = 223 SF
BASEMENT FLOOR AREA = 741 SF

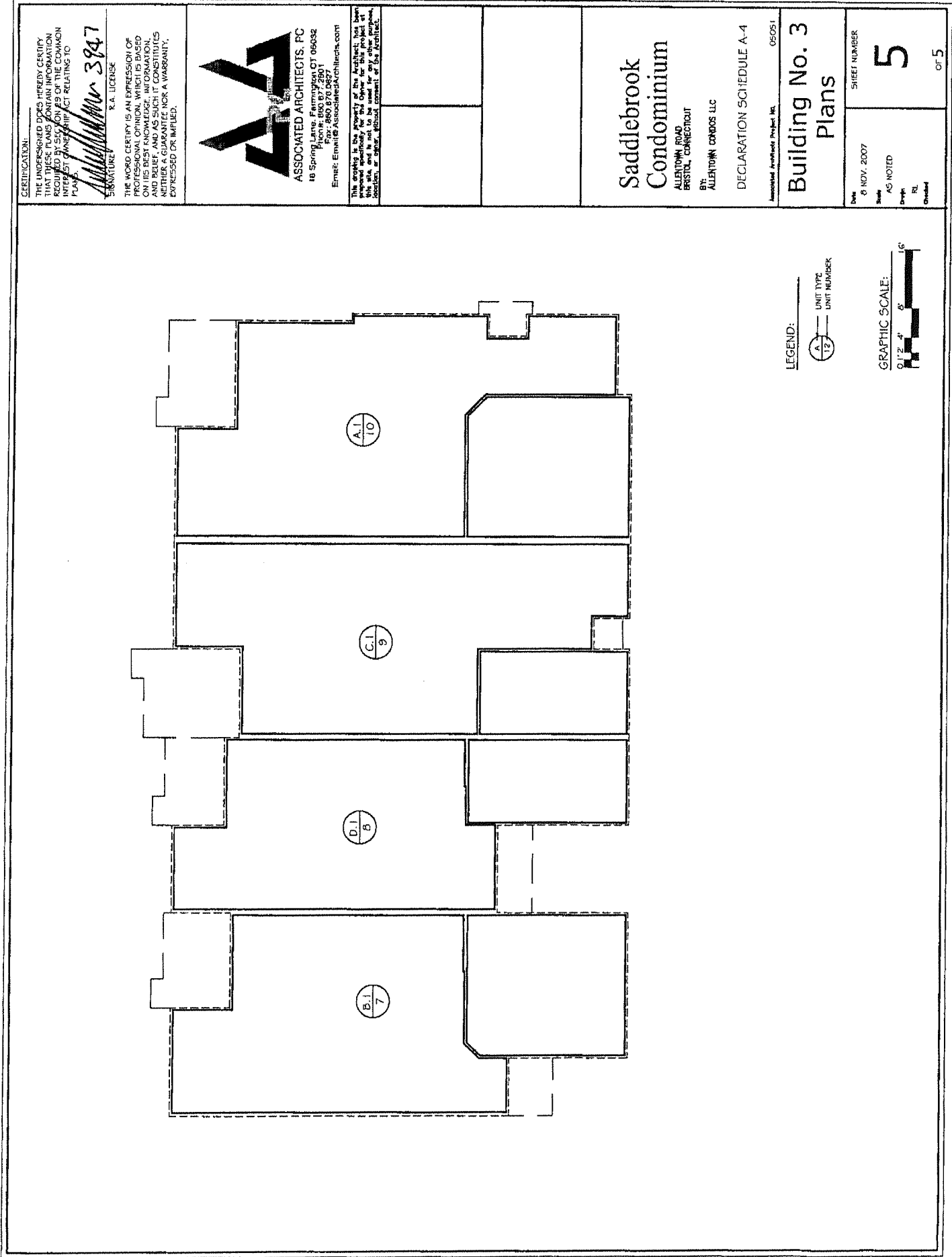


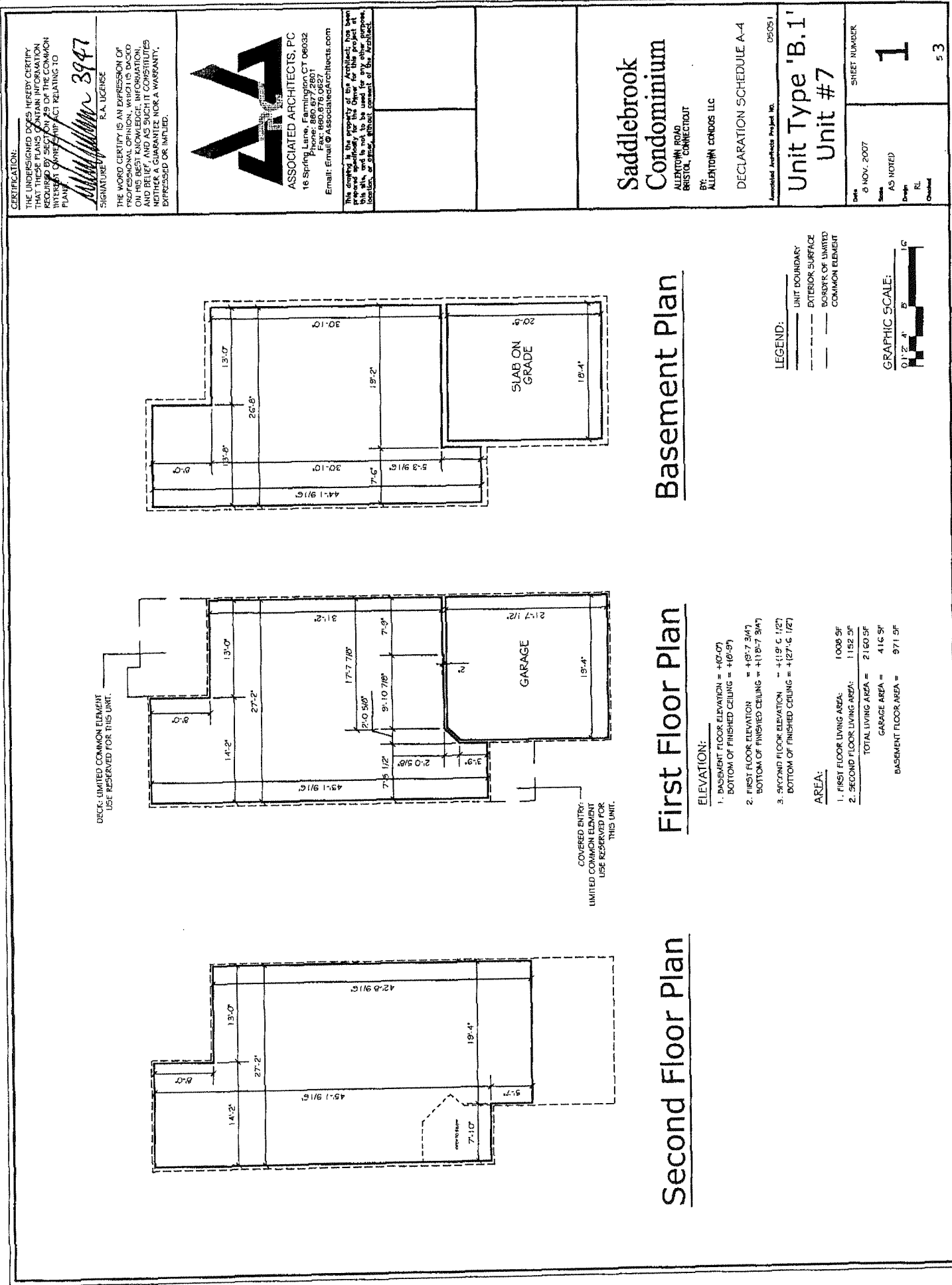
Second Floor Plan showing dimensions: 10'-1 1/2", 12'-10", 40'-4", 11'-2", 17'-1 1/2", 11'-10", 36'-1 1/2".

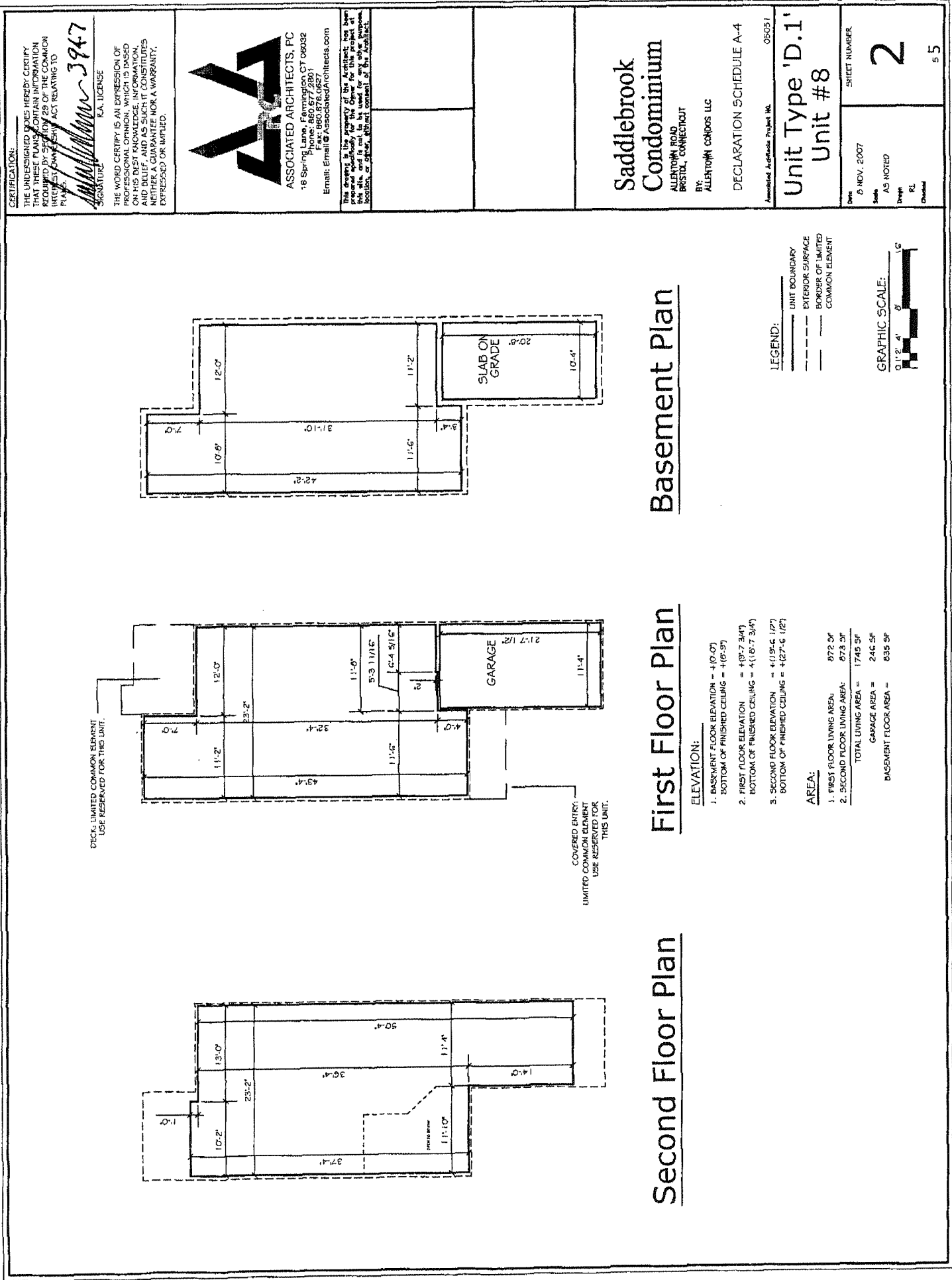
Second Floor Plan

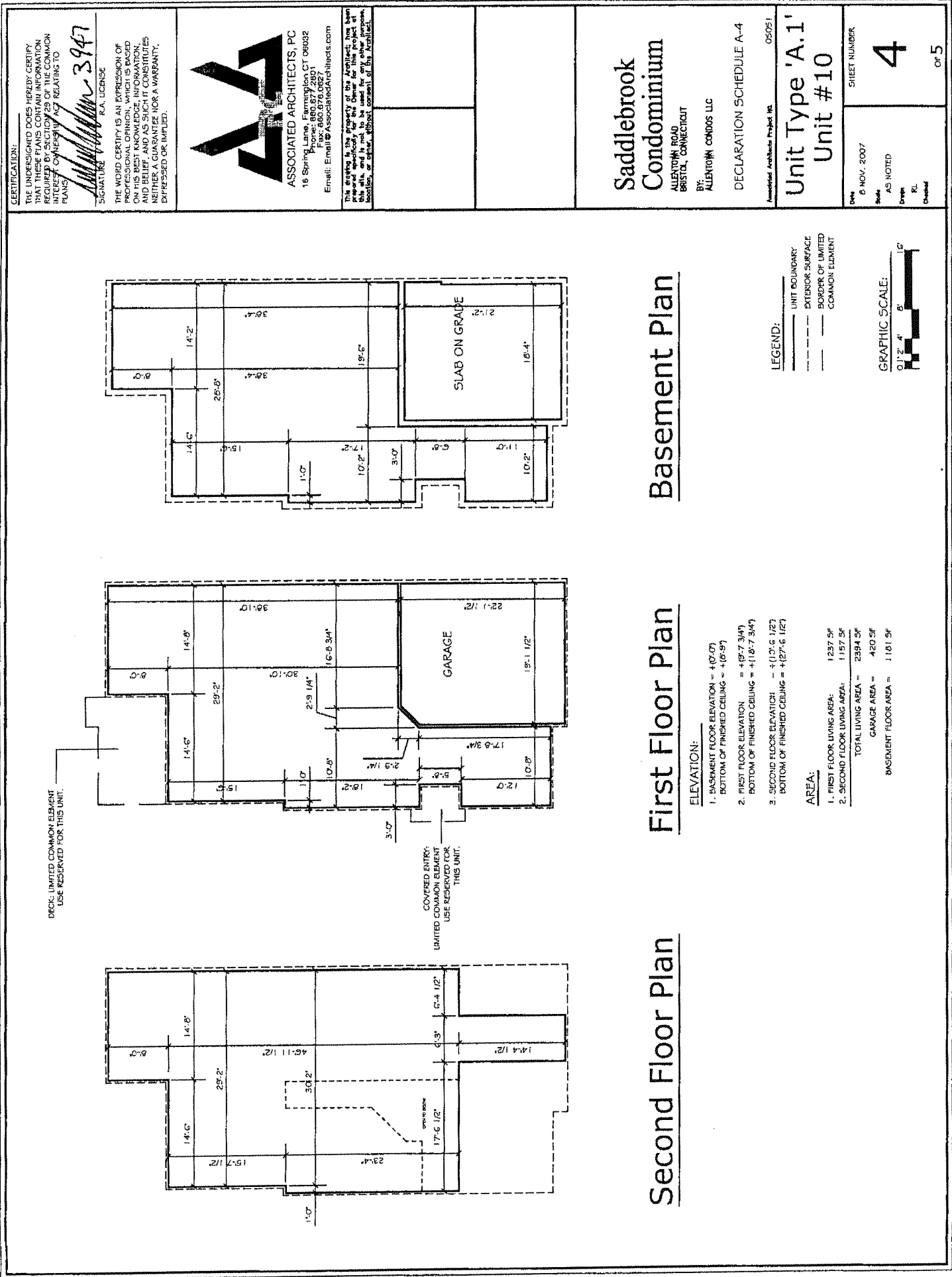
<p>CERTIFICATION: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THESE PLANS CONTAIN INFORMATION REQUIRED BY SECTION 23 OF THE COMMON INTEREST OWNERSHIP ACT RELATING TO PLANS.</p> <p><i>[Signature]</i> # 3947 SIGNATURE R.A. LICRISE</p> <p>THE WORLD CERTIFY IS AN EXPRESSION OF THE DESIGNER'S BELIEF IN THE ACCURACY OF HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.</p>		 <p>ASSOCIATED ARCHITECTS, PC 18 Spring Lane, Farmington CT 06032 Phone: 860.677.2801 Fax: 860.878.0927 Email: Email@AssociatedArchitects.com</p>		<p>This drawing is the property of the Architect. No part hereof may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the written consent of the Architect.</p>						<p>Saddlebrook Condominium ALLENTOWN ROAD BRISTOL, CONNECTICUT BY: ALLENTOWN CONDOS LLC</p> <p>DECLARATION SCHEDULE A-4</p> <p>Associated Architects Project No. 0505.1</p>		<p>Building No. 2 Plans</p>		<p>Date: 6 NOV. 2007 Scale: AS NOTED Drawn: RL Checked:</p>		<p>SHEET NUMBER 3 OF 3</p>	
<div></div> <div><p>LEGEND:  UNIT TYPE UNIT NUMBER</p><p>GRAPHIC SCALE: 0' 12' 4' 8' 16'</p></div>																	

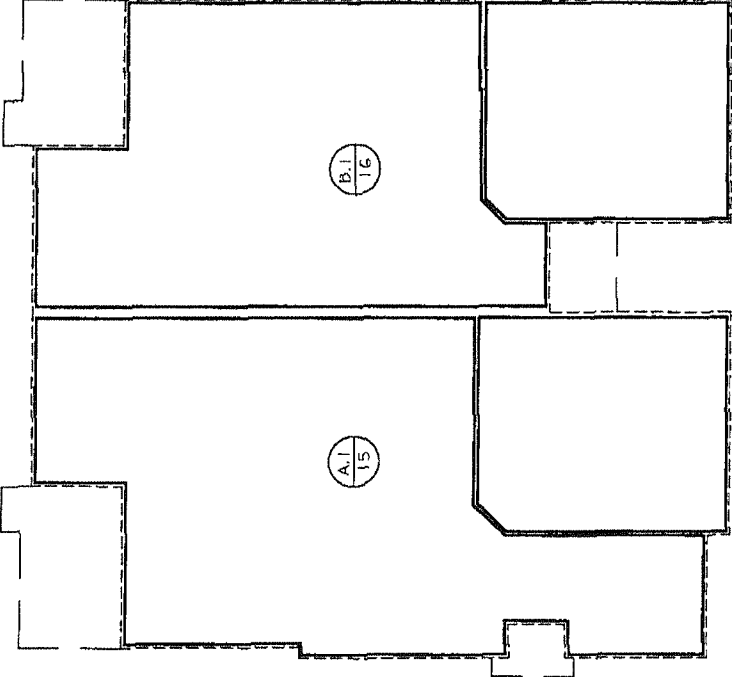


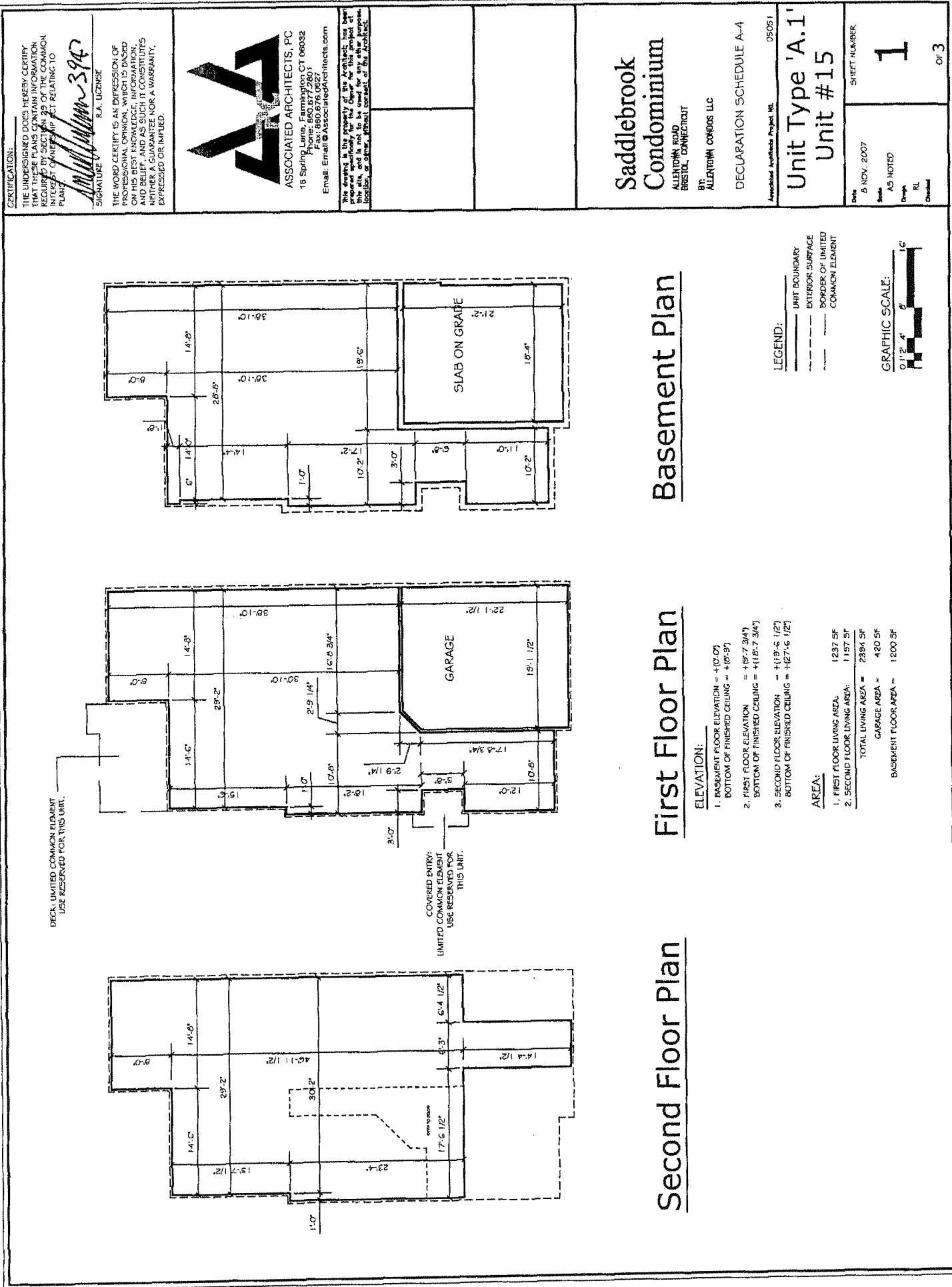


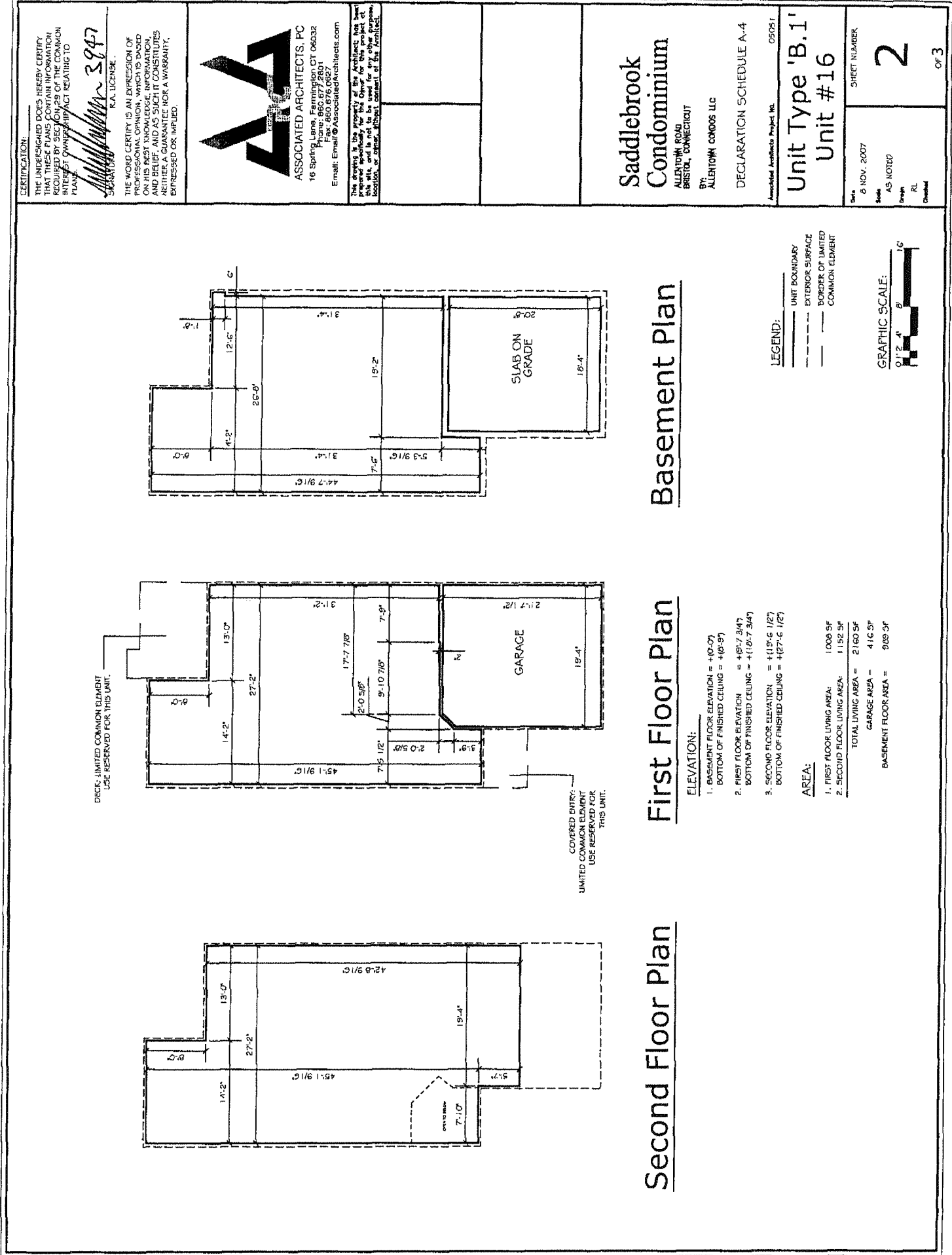


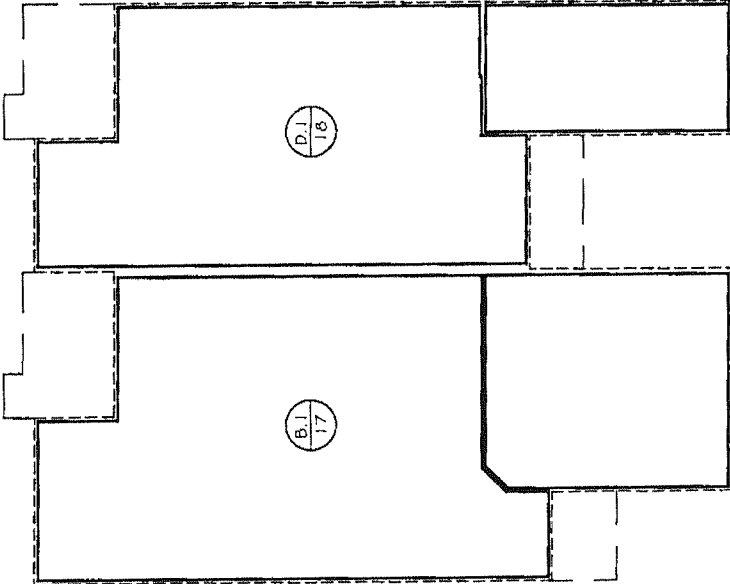


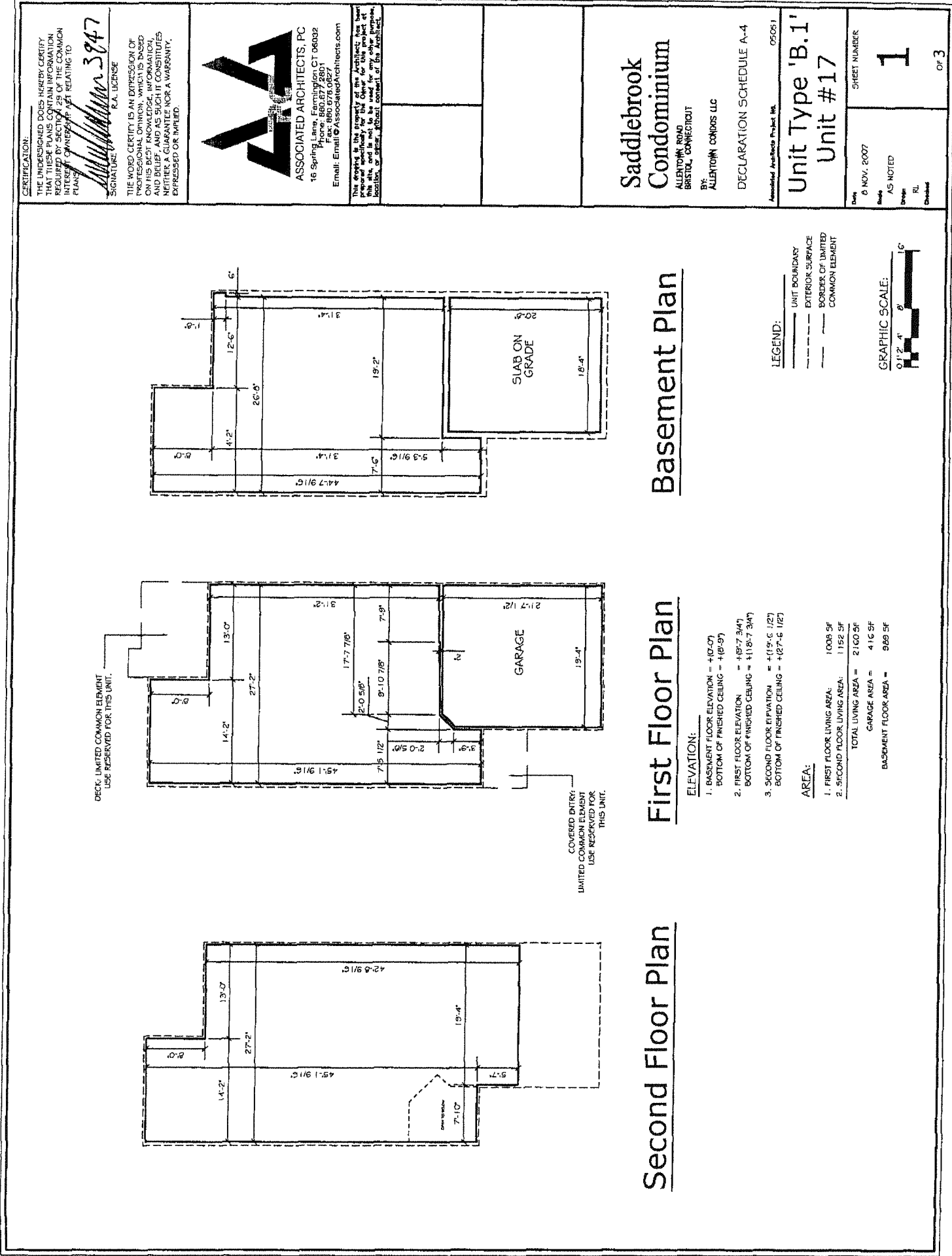


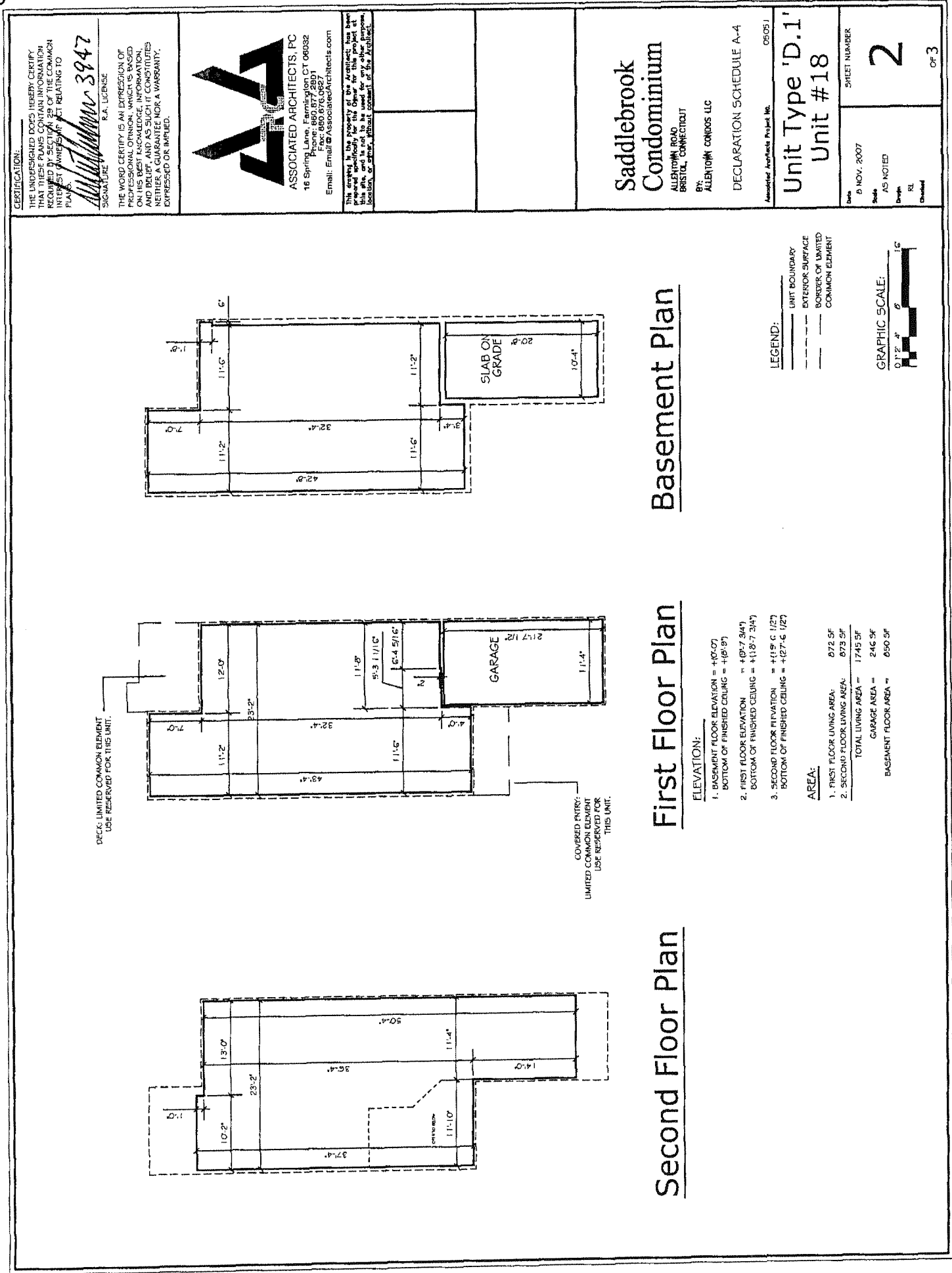
<p>CERTIFICATION: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THESE PLANS CONTAIN INFORMATION REQUIRED BY SECTION 29 OF THE COMMON INTEREST OWNERS ACT RELATING TO PLANS. <i>[Signature]</i> #3947 SIGNATURE R.A. UERZSE</p> <p>THE WORD CERTIFY IS AN EXPRESSION OF PROFESSIONAL OPINION. WHAT IS BASED ON HIS BEST KNOWLEDGE, INFORMATION, AND BELIEF. ASSOCIATED ARCHITECTS, PC DOES NOT WARRANT THAT THE PLANS COMPLY WITH ALL CITY ORDINANCES, STATE STATUTES, AND FEDERAL REGULATIONS. ASSOCIATED ARCHITECTS, PC DOES NOT GUARANTEE NOR WARRANT, EXPRESS OR IMPLIED.</p>		<p>ASSOCIATED ARCHITECTS, PC 15 Spring Lane, Farmington, CT 06032 Phone: 860.676.2801 Fax: 860.676.0627 Email: Email@AssociatedArchitects.com</p> <p>ASSOCIATED ARCHITECTS, PC 15 Spring Lane, Farmington, CT 06032 Phone: 860.676.2801 Fax: 860.676.0627 Email: Email@AssociatedArchitects.com</p>		<p>This drawing is the property of the Architect. It is to be used only for the project and location specified for the Owner for this project. It is not to be used for any other purpose, location, or project without the written consent of the Architect.</p>		<p>Saddlebrook Condominium ALLENTOWN ROAD BRISEL, CONNECTICUT BY: ALLENTOWN CONDOS LLC DECLARATION SCHEDULE A-4</p>		<p>Associated Architects Project No. 05051 Building No. 5 Plans</p>		<p>Date: 6 NOV. 2007 Sheet: AS NOTED Drawn: RL Checked: 3</p>		<p>SHEET NUMBER 3 OF 3</p>	
<div><div></div><div><p>LEGEND:</p><p>UNIT TYPE UNIT NUMBER</p><p>GRAPHIC SCALE: 0' 2' 4' 6' 8'</p></div></div>													

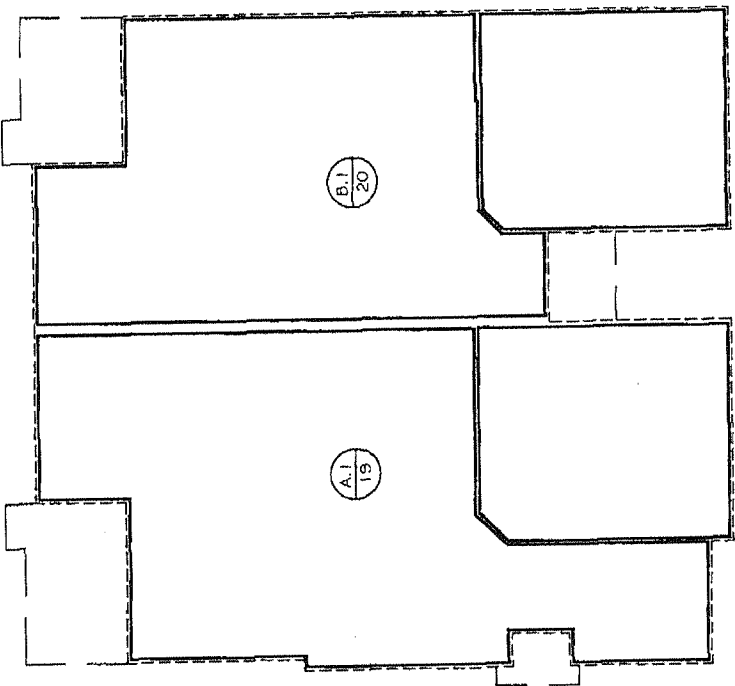


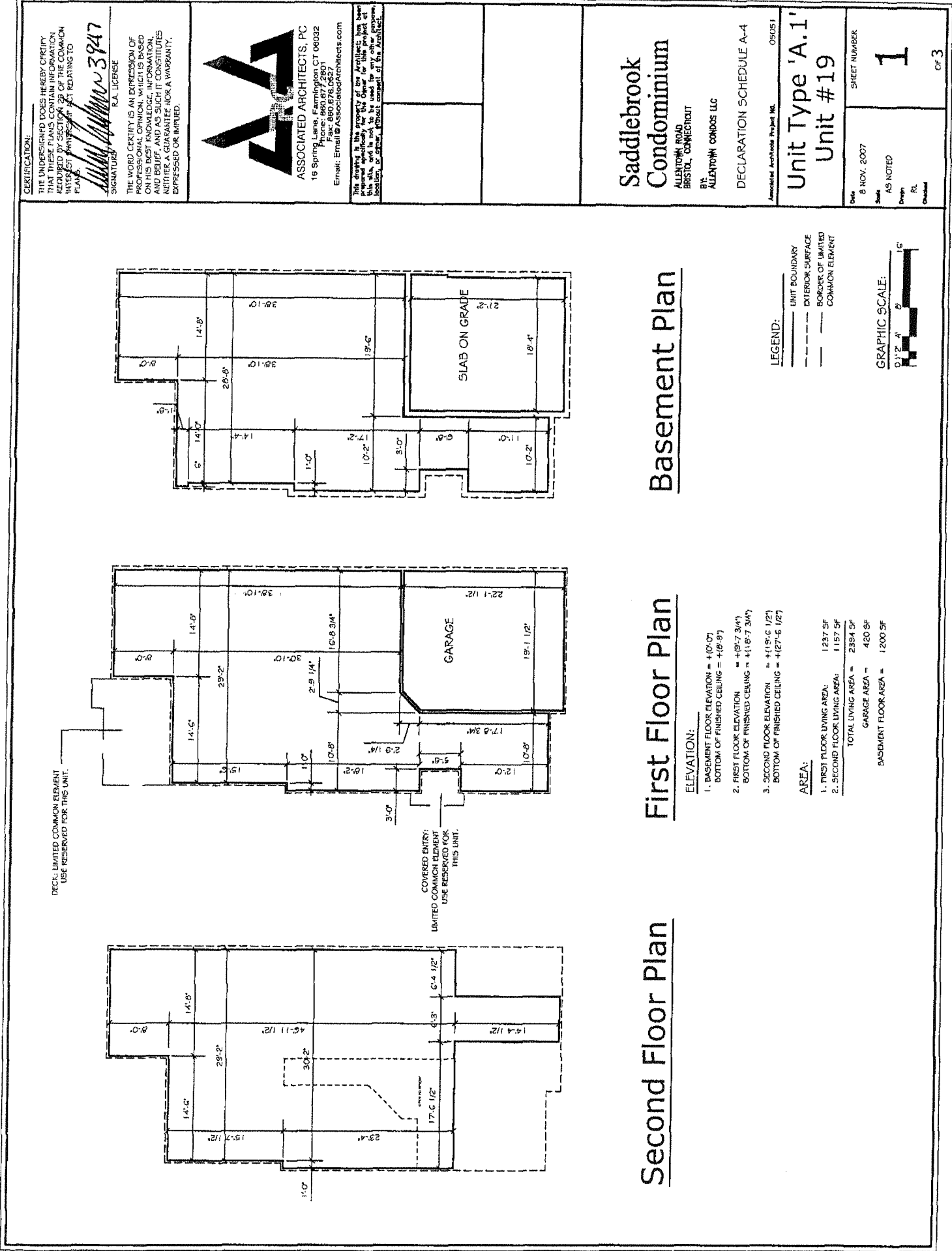


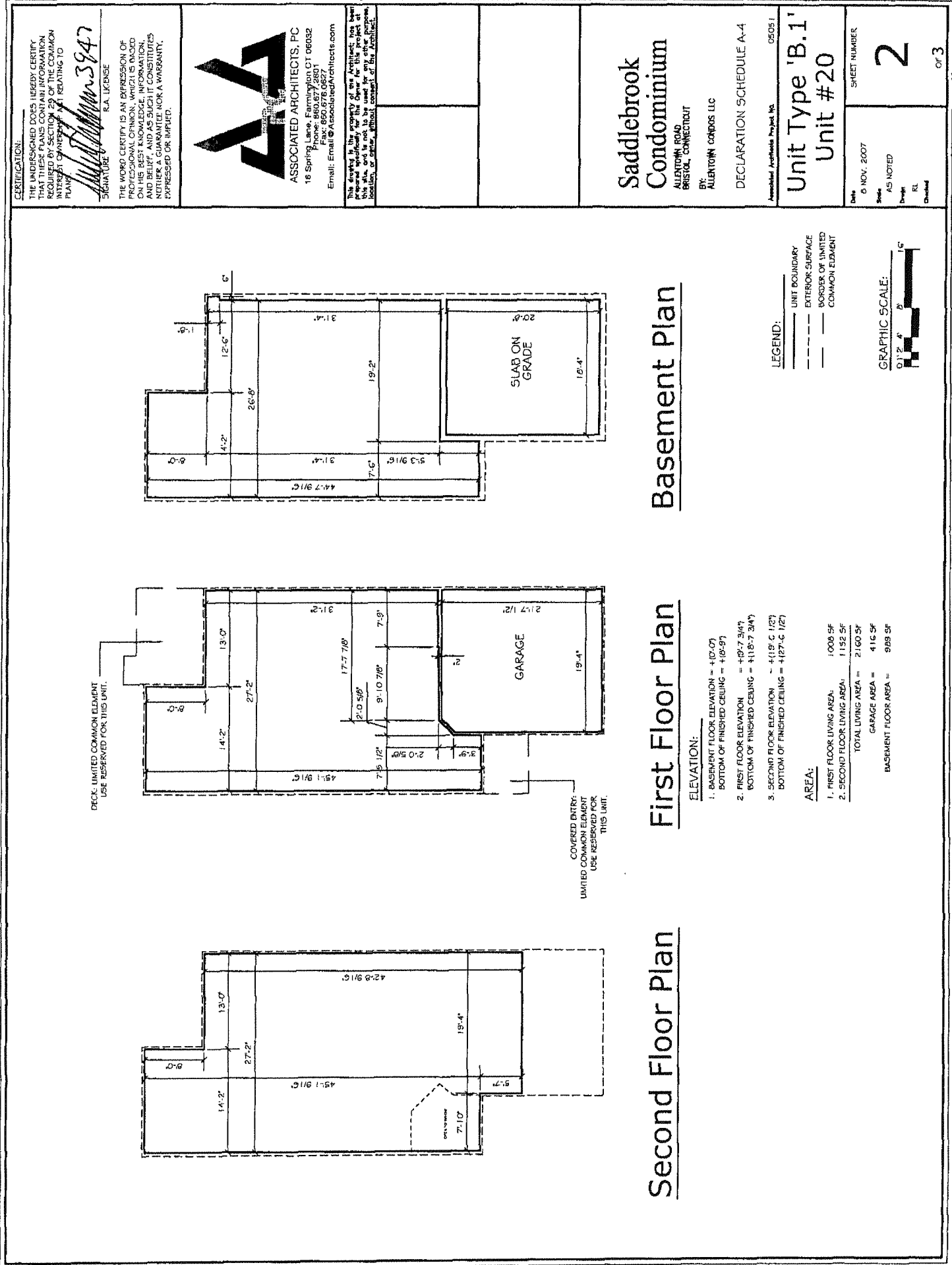
<p>CERTIFICATION: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THESE PLANS CONTAIN INFORMATION REQUIRED BY SECTION 20 OF THE COMMON INTEREST OWNERSHIP ACT RELATING TO PLANS. <i>[Signature]</i> # 3947 SIGNATURE V R.A. LICENSE</p> <p>THE WORD CERTIFY IS AN EXPRESSION OF PROFESSIONAL OPINION, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION, AND BELIEF, AND AS SUCH IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.</p>		<p> ASSOCIATED ARCHITECTS, PC 16 Spring Lane, Farmington CT 06032 Phone: 860.677.8801 Fax: 860.677.8802 Email: Email@AssociatedArchitects.com</p>		<p>This drawing is the property of the Architect. It has been prepared specifically for the Owner for the project at the location, site, and conditions shown. It is not to be used for any other project, location, or owner without consent of the Architect.</p>						<p>Saddlebrook Condominium ALLENTOWN ROAD BRISTOL, CONNECTICUT BY: ALLENTOWN CONDOS LLC</p> <p>DECLARATION SCHEDULE A-4</p> <p>Associated Architects Project No. 05051</p>		<p>Building No. 6 Plans</p>		<p>Date: 8 NOV. 2007 Scale: AS NOTED Design: RL Checked:</p>		<p>SHEET NUMBER 3 of 3</p>	
<div></div> <div><p>LEGEND:  UNIT TYPE UNIT NUMBER</p><p>GRAPHIC SCALE: 0' 1' 2' 4' 6' 16'</p></div>																	

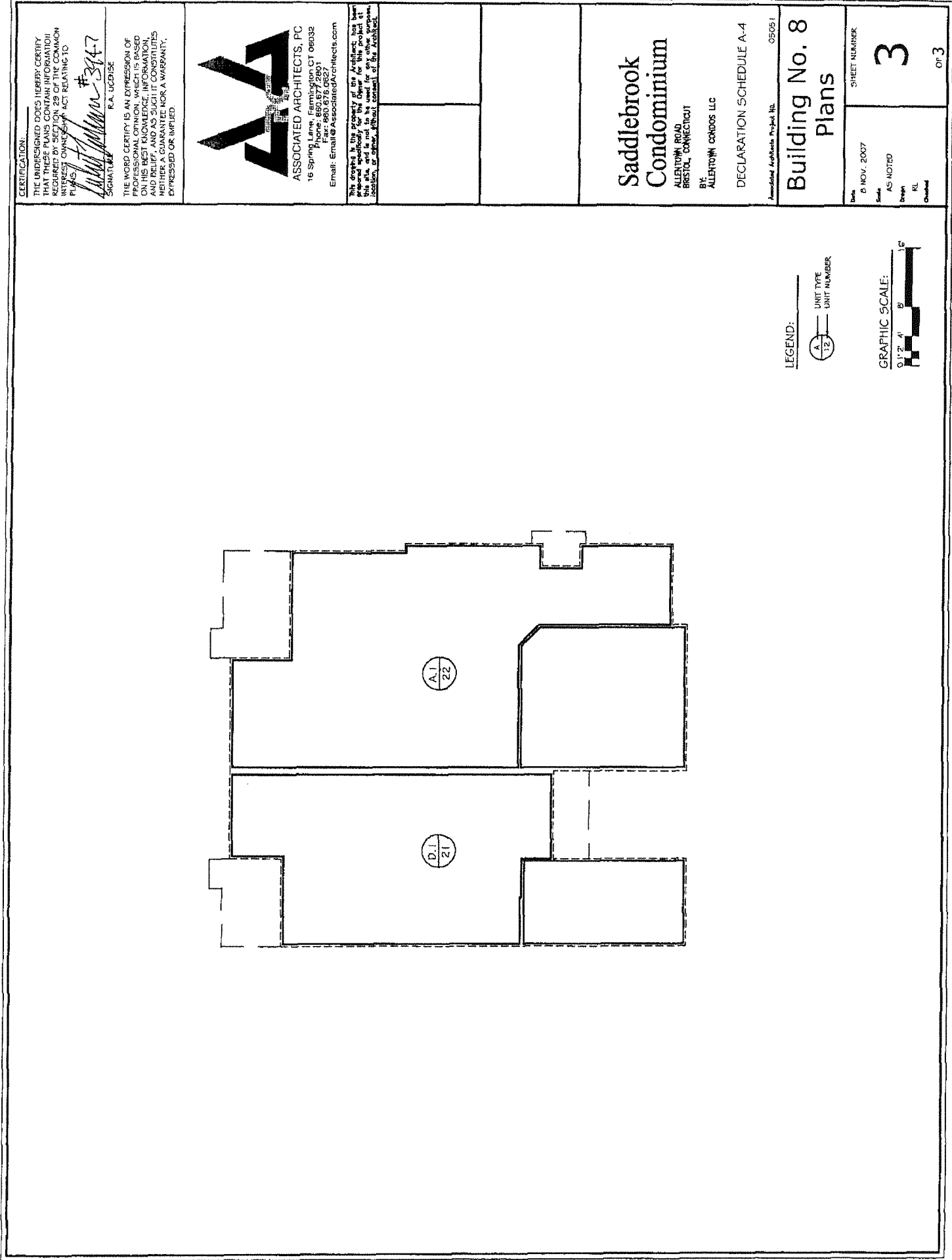


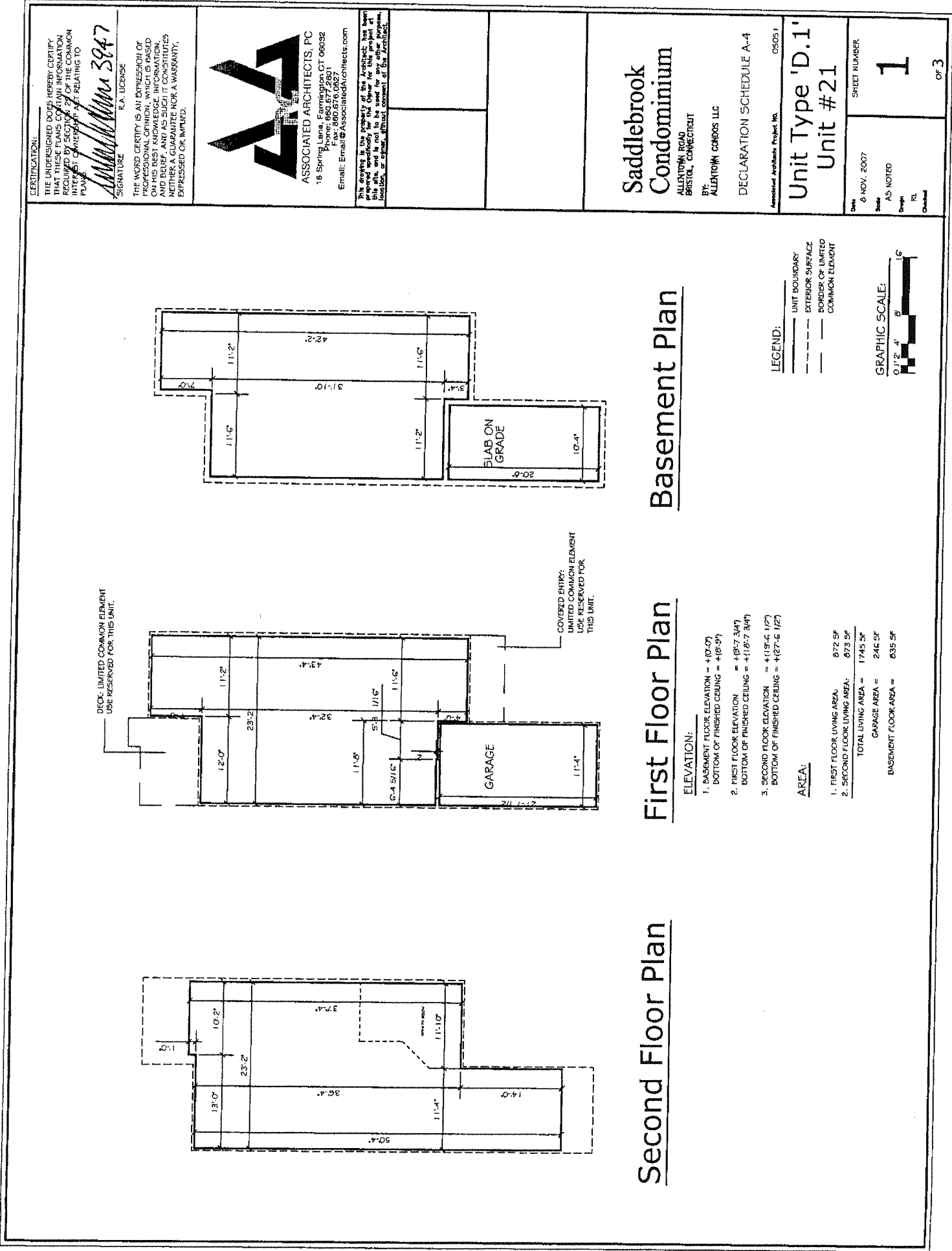


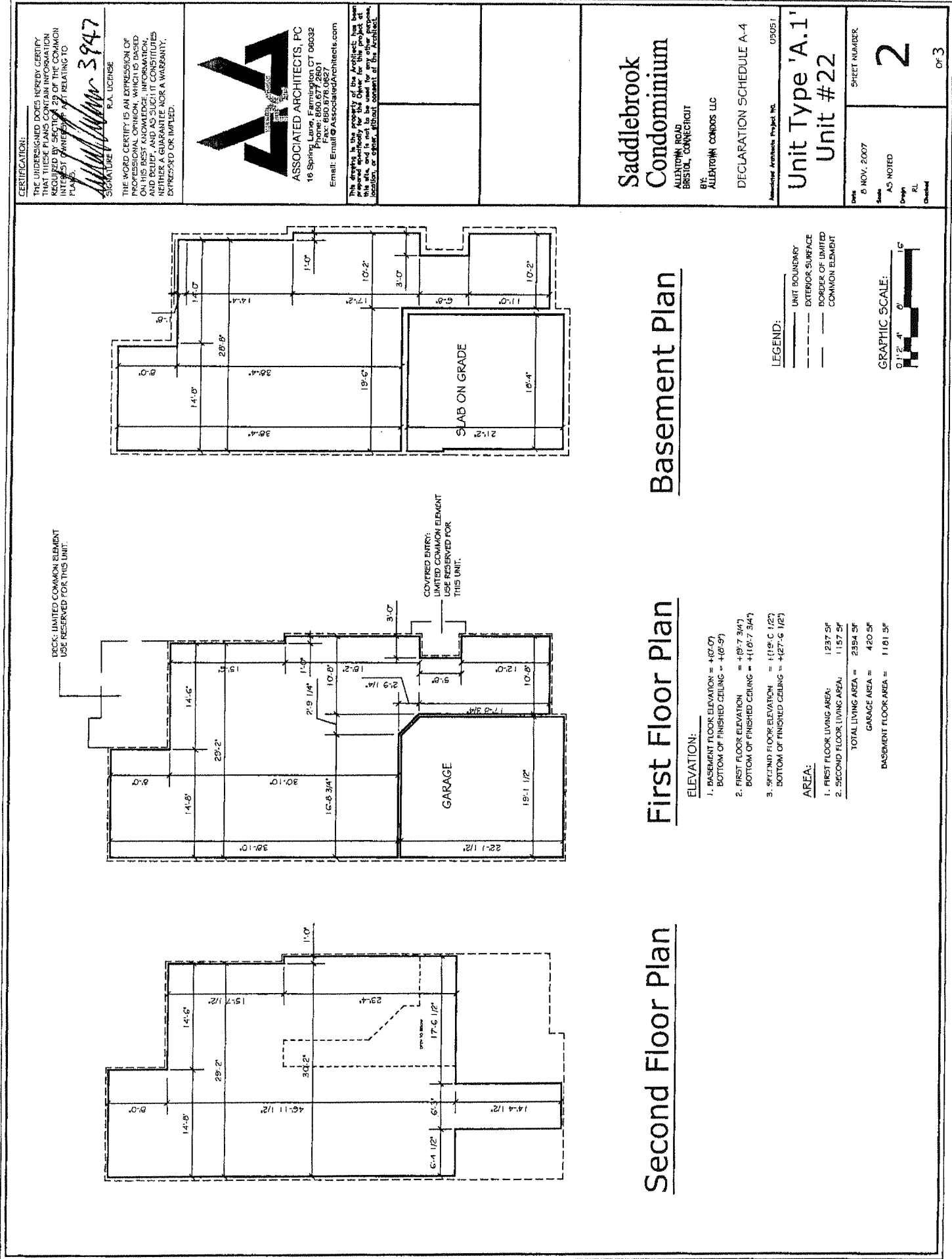
<p>CERTIFICATION: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THESE PLANS CONTAIN NO INFORMATION, EITHER INTENTIONAL OR UNINTENTIONAL, OF INTEREST OR BENEFIT TO ANY PARTY OTHER THAN THE COMMON INTERESTS OF THE OWNERS OF THE PLANS.</p> <p><i>[Signature]</i> SIGNATURE K.A. LICENSE</p> <p>THE WORD CERTIFY IS AN EXPRESSION OF PROFESSIONAL OPINION, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION, AND BELIEF, AND AS SUCH IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.</p>		<p>AA ASSOCIATED ARCHITECTS, PC 16 Spring Lane, Farmington CT 06032 Tel: 860.678.0627 Fax: 860.678.0627 Email: Email@AssociatedArchitects.com</p>		<p>This drawing is the property of the Architect. It has been prepared solely for the use of the owner and is not to be used for any other purpose, location, or other, without consent of the Architect.</p>						<p>Saddlebrook Condominium ALLENTOWN ROAD BRISTOL, CONNECTICUT BY: ALLENTOWN CONDOS LLC</p> <p>DECLARATION SCHEDULE A-4</p>		<p>Associated Architects Project No. 030511</p> <p>Building No. 7 Plans</p>		<p>Date 5 NOV. 2007 Scale AS NOTED Drawn RL Checked</p>		<p>SHEET NUMBER 3 of 3</p>					
														<p>LEGEND: A.1 19 UNIT TYPE B.1 20 UNIT NUMBER</p>				<p>GRAPHIC SCALE: 0' 1" 2" 4" 8" 16"</p>			

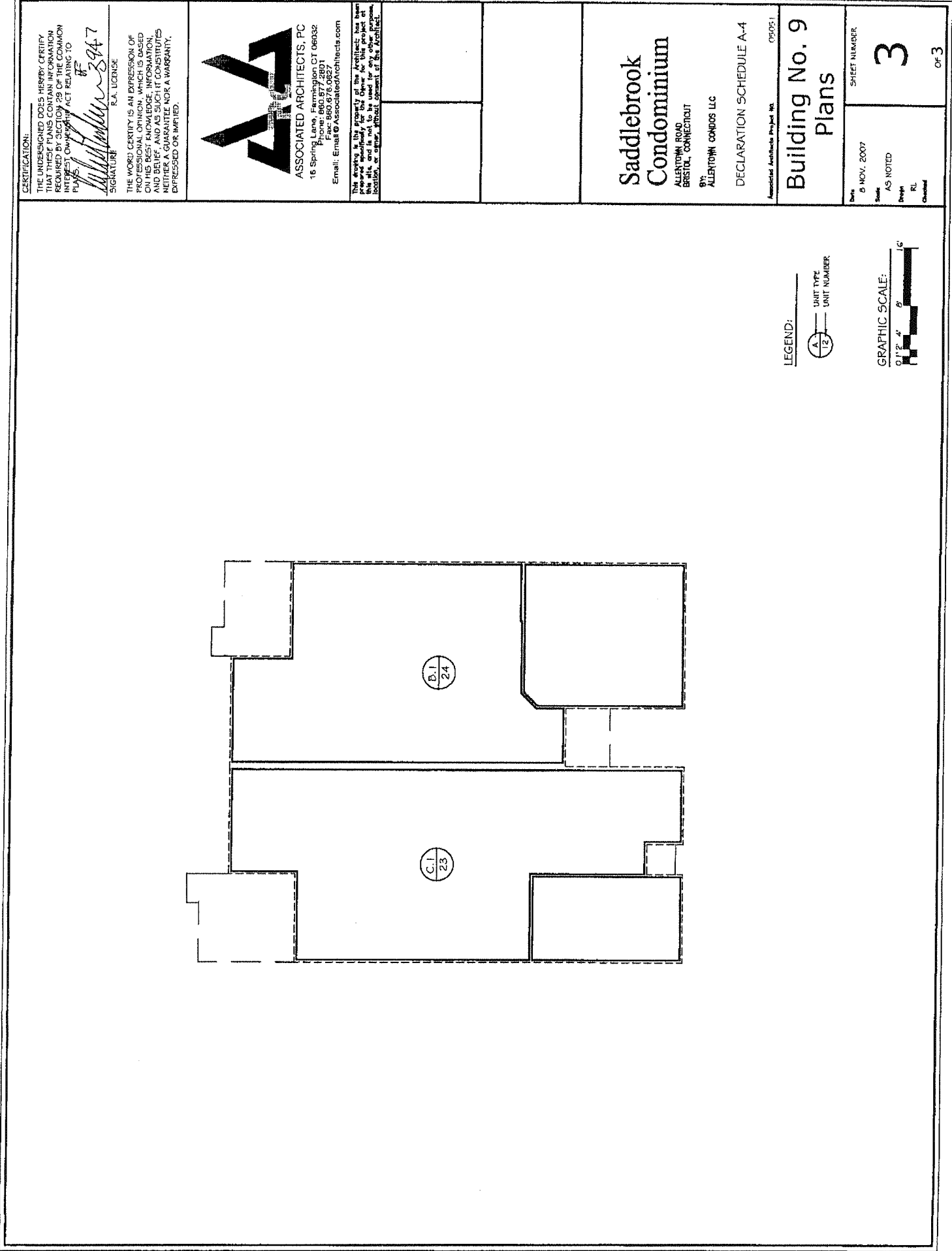




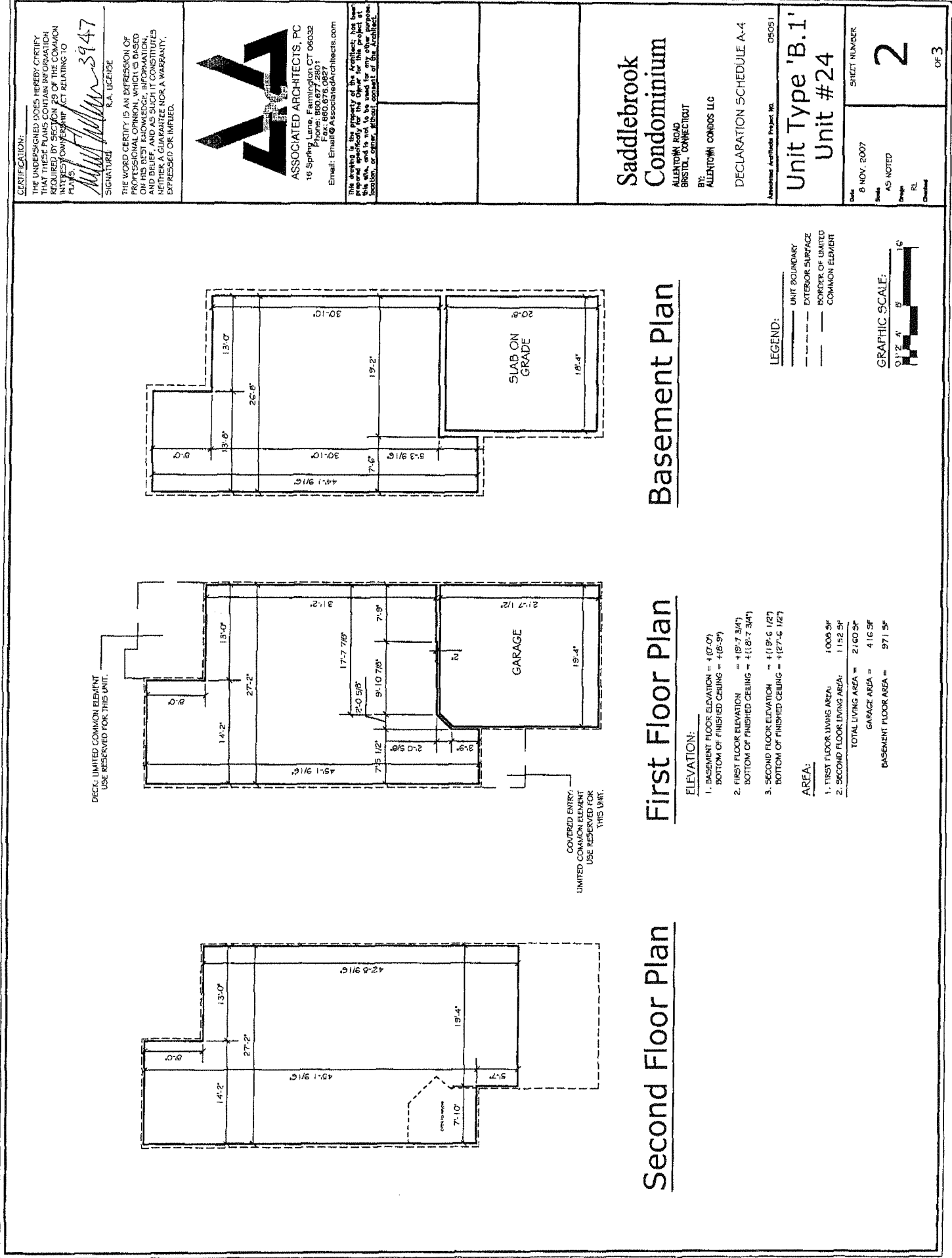








<p>CERTIFICATION:</p> <p>THE UNDERSIGNED DOES HEREBY CERTIFY THAT THESE PLANS CONTAIN INFORMATION REQUIRED BY SECTION 28 OF THE COMMON INTEREST OWNERSHIP ACT RELATING TO PLANS.</p> <p><i>[Signature]</i> #3947</p> <p>SIGNATURE R.A. LICINSE</p> <p>THE WORD CERTIFY IS AN EXPRESSION OF PROFESSIONAL OPINION, WHICH IS BASED ON THE INFORMATION PROVIDED. I AM NOT PROVIDING ANY GUARANTEE, WARRANTIES, OR OTHER ASSURANCES, EITHER A GUARANTEE OR A WARRANTY, EXPRESSED OR IMPLIED.</p>	<p>ASSOCIATED ARCHITECTS, PC</p> <p>16 Spring Lane, Farmington, CT 06032</p> <p>Phone: 860.677.2801</p> <p>Fax: 860.675.0827</p> <p>Email: Email@AssociatedArchitects.com</p>	<p>This drawing is the property of the Architect. It has been prepared specifically for the Owner for this project and is not to be used for any other purpose. It is to be returned to the Architect.</p>			<p>Saddlebrook Condominium</p> <p>ALLEN TOWN ROAD BRISTOL, CONNECTICUT</p> <p>BY: ALLEN TOWN CONDOMS LLC</p> <p>DECLARATION SCHEDULE A-4</p>	<p>Associated Architects Project No. 05051</p> <p>Building No. 9 Plans</p>	<p>Date: 8 NOV. 2007</p> <p>Scale: AS NOTED</p> <p>Drawn: RL</p> <p>Checked:</p>	<p>SHEET NUMBER</p> <p>3</p> <p>OF 3</p>
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DECLARATION OF SADDLEBROOK

DECLARATION EXHIBIT A-5

ARCHITECT'/ENGINEER'S CERTIFICATE

Re: SADDLEBROOK, a condominium development, situated on the northerly side of Allentown Road in the City of Bristol, County of Hartford and State of Connecticut, which premises are more particularly shown on a survey plan entitled "Saddlebrook" prepared and certified as a Class A-2 survey by R.R. Hiltbrand Engineers & Surveyors, LLC and recorded contemporaneously herewith in the Land Records of the Town of Bristol.

I hereby certify, to the best of my knowledge and belief:

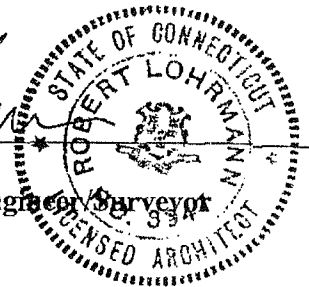
1. The undersigned architect, surveyor or engineer is licensed by the State of Connecticut under License No. CT. 3947.
2. To the best of his knowledge, information and belief, all structural components of the buildings containing the Units in SADDLEBROOK are substantially complete in accordance with the Survey attached to the Declaration as Schedule A-3 and the Plans attached as Schedule A-4.
3. Said Certificate is made pursuant to the provisions of Connecticut General Statutes, Section 47-220 of the Common Interest Ownership Act.
4. The undersigned certifies that he does not have any legal or equitable ownership interest in the condominium.

Associated Architects, PC

Dated: 14 NOV. 2007

By:

Registered Architect/Engineer/Surveyor



Received for Record at Bristol, CT
On 04/09/2008 At 1:16:03 pm

Theresa Pao Town Clerk
Theresa Pao

FIRST AMENDMENT TO DECLARATION

ALLENTOWN CONDOS, LLC a Connecticut limited liability company, with a mailing address of 22 Pine St, Bristol, CT. 06010, the Declarant of Saddlebrook, which Declaration is dated November 14, 2007 and record April 9, 2008 in the Bristol Land records in volume 1769 at page 954, acting pursuant to its Development Rights reserved in Article VIII of the Declaration, hereby amends the Declaration as follows:

Exhibit A-1 is deleted in its entirety and the attached Exhibit A-1 is submitted therefore.

Exhibit A-2 is deleted in its entirety and the attached Exhibit A-2 is submitted therefore.

Exhibit A-3 is deleted in its entirety and the Amended Exhibit A-3 is being filed concurrently with this amendment.

Exhibit A-5 is deleted in its entirety and the attached Exhibit A-5 is submitted therefore.

Article IV is deleted in its entirety and the following is submitted therefore.

ARTICLE IV**Maximum Number of Units, Identification and Boundaries**

Section 4.1 – Number and Types of Units. The Condominium contains 6 Units. The Declarant has reserved the right to create an additional 70 Units up a maximum of 76 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 space 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. All Units will be heated by oil fueled forced hot air with central air conditioning. Water and sewer service will be provided by Bristol Water. Each Unit Owner shall be responsible for all

systems that specifically service his Unit, such as, but not limited to those that provide heat and air conditioning.

- (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, wire, conduits, and other facilities running through any interior 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.

In witness whereof, the Declarant has caused this amendment to be executed this 10th day of April, 2008.

Signed, Sealed and Delivered
in the Presence of:

Allentown Condos, LLC.

James Ziegler Jr.
Jean M. da Silva

By 

STATE OF CONNECTICUT)

) ss. Bristol

COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 10 day of April, 2008, by Douglas Reiff duly authorized representative of Allentown Condos, LLC, a Connecticut Limited Liability Company on behalf of the Company.


James Ziogas Jr.
Commissioner of the Superior Court

EXHIBIT A-1

A certain piece or parcel of land located on the northerly side of Allentown road in the City of Bristol and known as Phase 1-A, Saddlebrook, Allentown Road, Bristol, CT. said property is more particularly bounded and described on a map or plan entitled:

"SADDLEBROOK "AMENDED EXHIBIT A-3" Lot 14 Allentown Road
Bristol, Connecticut April 10, 2008 Prepared for Allentown Condos, LLC
22 Pine Street, Suite 203, Bristol, CT 06010 Scale: 1" = 40' R.R.
Hiltbrand Engineers and Surveyors 340 Maple Avenue Bristol,
Connecticut 06010 (860) 582-4548 "

Said premises are conveyed together with and subject to the following:

Easement in favor of Connecticut Light and Power Company and recorded in Volume 1725 at Page 1125 in the Bristol Land Records.

Right to connect to sanitary sewer and water lines contained in a Warranty Deed from Southern Woods Development, LLC in favor of Ronald Klimas and Patricia A. White dated May 31, 2005 and recorded in the Bristol Land Records in Volume 1626 at Page 281.

Conservation Easement in favor of the City of Bristol dated August 7, 2006 and recorded in Volume 1695 at Page 126 of the Bristol Land Records.

Storm Drainage Easement in favor of the City of Bristol as shown on said map or plan

The right to Discharge Storm Water from Detention Basin as shown on said map or plan;

Storm Drainage Easement, Sightline Easement and Temporary Grading Easement in favor of the Declarant across Lot 14A as shown on said map or plan.

Storm Drainage Easement as shown on said map or plan.

A UCC-1 and Notice of Lease by and between Saddlebrook Homeowners Association, Inc. and Bemer Petroleum Corporation for the installation and provision of LP gas to the buildings located within the common interest community. To be filed.

Any and all provisions of any ordinance, municipal regulation, public or private law, zoning, conservation, and inland wetlands regulation. Subject to all taxes hereinafter coming due.

Said premises submitted to and subject to the condominium form of ownership, pursuant to the Common Interest Ownership Act of the Connecticut General Statutes.

TABLE OF INTERESTS
DECLARATION EXHIBIT A-2

<u>Unit No.</u>	<u>Model</u>	<u>Percentage Share of Common Elements</u>	<u>Votes in the Affairs of Association</u>	<u>Garages</u>
1	A	16.66%	1	2
2	D	16.66%	1	1
3	C	16.66%	1	1
4	B	16.66%	1	2
5	A	16.66%	1	2
6	D	16.66%	1	1

MODEL A: BROOKSHIRE (2,394 SQ. FEET)
MODEL B: OAKRIDGE (2,160 SQ FEET)
MODEL C: RIDGEWOOD (2,347 SQ FEET)
MODEL D: FAWNWOOD (1,645 SQ FEET)

EXHIBIT A-3

Mylar to be filed concurrently

EXHIBIT A-5

ARCHITECT CERTIFICATE

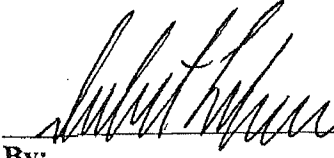
Re: SADDLEBROOK, a condominium development, situated on the northerly side of Allentown Road in the City of Bristol, County of Hartford and State of Connecticut, which premises are more particularly shown on a survey plan entitled "Saddlebrook Phase 1-A" prepared and certified as a Class A-2 survey by R.R. Hiltbrand Engineers & Surveyors, LLC and recorded contemporaneously herewith in the Land Records of the Town of Bristol.

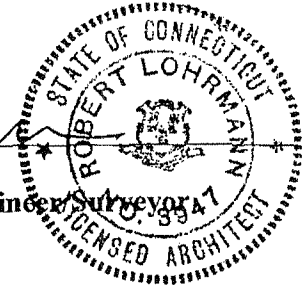
I hereby certify, to the best of my knowledge and belief:

1. The undersigned architect, surveyor or engineer is licensed by the State of Connecticut under License No. CT 3947.
2. To the best of his knowledge, information and belief, all structural components of the buildings containing the Units 1-6 in SADDLEBROOK are substantially complete in accordance with the Survey attached to the Declaration as Exhibit A-3 and the Plans attached as Exhibit A-4.
3. Said Certificate is made pursuant to the provisions of Connecticut General Statutes, Section 47-220 of the Common Interest Ownership Act.
4. The undersigned certifies that he does not have any legal or equitable ownership interest in the condominium.

Associated Architects, PC

Dated: 4/10/08

By: 
Registered Architect/Engineer/Surveyor 3947



Received for Record at Bristol, CT
On 04/10/2008 At 4:06:18 pm
 Town Clerk
Therese Pac



Doc ID: 001081490006 Type: LAN

BK 1784 PG 1179-1184

8018

SECOND AMENDMENT TO DECLARATION

ALLENTOWN CONDOS, LLC a Connecticut limited liability company, with a mailing address of 22 Pine St, Bristol, CT. 06010, the Declarant of Saddlebrook, which Declaration is dated November 14, 2007 and record April 9, 2008 and recorded in volume 1769 at page 954, and the First Amendment to Declaration which Amendment is dated and recorded April 10, 2008 in volume 1769 at page 1221 of the Bristol Land Records, acting pursuant to its Development Rights reserved in Article VIII of the Declaration, hereby amends the Declaration as follows:

Exhibit A-1 is deleted in its entirety and the attached Exhibit A-1 is submitted therefore.

Exhibit A-2 is deleted in its entirety and the attached Exhibit A-2 is submitted therefore.

Exhibit A-3 is deleted in its entirety and the Amended Exhibit A-3 is being filed concurrently with this amendment.

Exhibit A-5 is deleted in its entirety and the attached Exhibit A-5 is submitted therefore.

Article IV is deleted in its entirety and the following is submitted therefore.

ARTICLE IV

Maximum Number of Units, Identification and Boundaries

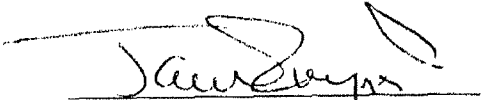
Section 4.1 – Number and Types of Units. The Condominium contains 10 Units. The Declarant has reserved the right to create an additional 66 Units up a maximum of 76 Units.

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

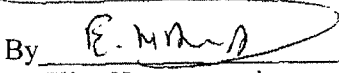
In witness whereof, the Declarant has caused this amendment to be executed this 17th day of September, 2008.

Signed, Sealed and Delivered
in the Presence of:

Allentown Condos, LLC.


James Ziegler

Joan M. daSilva

By 
Elias Hawa, member

STATE OF CONNECTICUT)
) ss. Bristol
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 17th day of September, 2008, by Elias Hawa duly authorized representative of Allentown Condos, LLC, a Connecticut Limited Liability Company on behalf of the Company.


James Ziogas Jr.
Commissioner of the Superior Court

EXHIBIT A-1

A certain piece or parcel of land situated on Allentown Road in the Town of Bristol and being shown as Lot 14 on a certain map entitled, "MAP SHOWING OPEN SPACE PARCELS 14 & 14A ALLENTOWN ROAD, BRISTOL, CT. August 2006, PREPARED FOR: SOUTHERN WOODS DEVELOPERS, LLC. P.O. BOX 84 BRISTOL, CT 06010. R.R. HILTBRAND ENGINEERS and SURVEYORS 340 MAPLE AVENUE BRISTOL, CONNECTICUT 06010 (860) 582-4548"

Said premises are conveyed together with and subject to the following:

Easement in favor of Connecticut Light and Power Company and recorded in Volume 1725 at Page 1125 in the Bristol Land Records.

Right to connect to sanitary sewer and water lines contained in a Warranty Deed from Southern Woods Development, LLC in favor of Ronald Klimas and Patricia A. White dated May 31, 2005 and recorded in the Bristol Land Records in Volume 1626 at Page 281.

Conservation Easement in favor of the City of Bristol dated August 7, 2006 and recorded in Volume 1695 at Page 126 of the Bristol Land Records.

Storm Drainage Easement in favor of the City of Bristol as shown on said map or plan

The right to Discharge Storm Water from Detention Basin as shown on said map or plan;

Storm Drainage Easement, Sightline Easement and Temporary Grading Easement in favor of the Declarant across Lot 14A as shown on said map or plan.

Storm Drainage Easement as shown on said map or plan.

A UCC-1 and Notice of Lease by and between Saddlebrook Homeowners Association, Inc. and Bemer Petroleum Corporation for the installation and provision of LP gas to the buildings located within the common interest community. To be filed.

Any and all provisions of any ordinance, municipal regulation, public or private law, zoning, conservation, and inland wetlands regulation. Subject to all taxes hereinafter coming due.

Said premises submitted to and subject to the condominium form of ownership, pursuant to the Common Interest Ownership Act of the Connecticut General Statutes.

TABLE OF INTERESTS
DECLARATION EXHIBIT A-2

<u>Unit No.</u>	<u>Model</u>	<u>Percentage Share of Common Elements</u>	<u>Votes in the Affairs of Association</u>	<u>Garages</u>
1	A	10.00%	1	2
2	D	10.00%	1	1
3	C	10.00%	1	1
4	B	10.00%	1	2
5	A	10.00%	1	2
6	D	10.00%	1	1
15	A	10.00%	1	2
16	B	10.00%	1	2
17	B	10.00%	1	2
18	D	10.00%	1	1

MODEL A: BROOKSHIRE (2,394 SQ. FEET)
MODEL B: OAKRIDGE (2,160 SQ FEET)
MODEL C: RIDGEWOOD (2,347 SQ FEET)
MODEL D: FAWNWOOD (1,645 SQ FEET)

EXHIBIT A-3

Mylar to be filed concurrently

"SADDLEBROOK "AMENDED EXHIBIT A-3" Lot 14 Allentown Road
Bristol, Connecticut April 10, 2008 revised 08-05-08 DECLARED
UNITS 15,16,17, 18. R.R. Hiltbrand Engineers and Surveyors 340 Maple
Avenue Bristol, Connecticut 06010 (860) 582-4548"

Prepared for Allentown Condos, LLC, 22 Pine Street - Suite 203
Bristol, CT 06010, Graphic Scale: 1" = 40'

EXHIBIT A-5

ARCHITECT CERTIFICATE

Re: SADDLEBROOK, a condominium development, situated on the northerly side of Allentown Road in the City of Bristol, County of Hartford and State of Connecticut, which premises are more particularly shown on a survey plan entitled "Lot 14 on a certain map entitled, "MAP SHOWING OPEN SPACE PARCELS 14 & 14A ALLENTOWN ROAD, BRISTOL, CT. August 2006, PREPARED FOR: SOUTHERN WOODS DEVELOPERS, LLC. P.O. BOX 84 BRISTOL, CT 06010, R.R. HILTBAND ENGINEERS and SURVEYORS 340 MAPLE AVENUE BRISTOL, CONNECTICUT 06010 (860) 582-4548" and previously recorded in the Land Records of the Town of Bristol.

I hereby certify, to the best of my knowledge and belief:

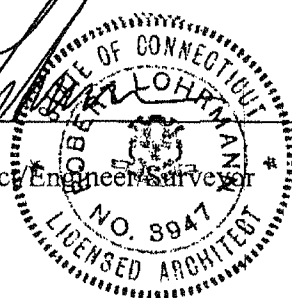
1. The undersigned architect, surveyor or engineer is licensed by the State of Connecticut under License No. CT 3947.
2. To the best of his knowledge, information and belief, all structural components of the buildings containing the Units 1-6, 15, 16, 17 & 18 in SADDLEBROOK are substantially complete in accordance with the Survey attached to the Declaration as Exhibit A-3 and the Plans attached as Exhibit A-4.
3. Said Certificate is made pursuant to the provisions of Connecticut General Statutes, Section 47-220 of the Common Interest Ownership Act.
4. The undersigned certifies that he does not have any legal or equitable ownership interest in the condominium.

Associated Architects, PC

Dated: 23 SEPT 2008

By:

Registered Architect/Engineer/Surveyor



Received for Record at Bristol, CT
On 09/25/2008 At 2:25:48 pm

Theresa Pac Town Clerk
Theresa Pac



5443

THIRD AMENDMENT TO DECLARATION

ALLENTOWN CONDOS, LLC a Connecticut limited liability company, with a mailing address of 22 Pine St, Bristol, CT 06010, the Declarant of Saddlebrook, which Declaration is dated November 14, 2007 and record April 9, 2008 and recorded in volume 1769 at page 954, and the First Amendment to Declaration which Amendment is dated and recorded April 10, 2008 in volume 1769 at page 1221 of the Bristol Land Records, and the Second Amendment to Declaration which amendment is dated September 17, 2008 and recorded September 26, 2008 in volume 1784 at page 1179 of the Bristol Land Records, acting pursuant to its Development Rights reserved in Article VIII of the Declaration, hereby amends the Declaration as follows:

Exhibit A-1 of the Second Amendment is hereby ratified by the undersigned parties.

Exhibit A-2 is deleted in its entirety and the attached Exhibit A-2 is submitted therefore.

Exhibit A-3 of the original Declaration is re-inserted and is supplemented by the Exhibit A-3 being filed concurrently with this amendment.

Exhibit A-4 of the original declaration is amended, to reflect building plans for Unit 2 & 4 are amended to reflect that the building plans for Unit 2 is a type D plan and the plan for Unit 4 is type B plan.

Exhibit A-5 is deleted in its entirety and the attached Exhibit A-5 is submitted therefore.

Article IV is deleted in its entirety and the following is submitted therefore.

ARTICLE IV

Maximum Number of Units, Identification and Boundaries

Section 4.1 – Number and Types of Units. The Condominium contains 12 Units. The Declarant has reserved the right to create an additional 64 Units up a maximum of 76 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.

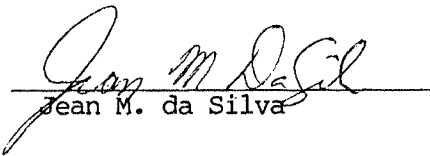
- (b) **Inclusions:** Each Unit shall include the space and Improvements lying within the boundaries described in Subsection 4.3(a) above, and shall also contain any pipes, wires, ducts and conduits situated in the perimeter walls of the Unit serving only that Unit. All Units will be heated by gas fueled forced hot air with central air conditioning. Water and sewer service will be provided by Bristol Water. Each Unit Owner shall be responsible for all systems that specifically service his Unit, such as, but not limited to those that provide heat and air conditioning.

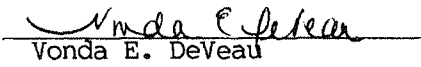
- (c) **Exclusions:** Except when specifically included by other provisions of Section 4.3, the following are excluded from each Unit: The spaces and improvements lying outside of the boundaries described in Subsection 4.3(a) above; and all chutes, pipes, flues, ducts, wire, conduits, and other facilities running through any interior 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.

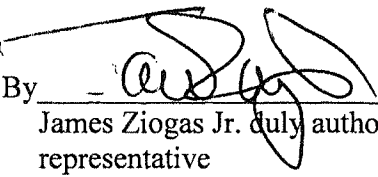
In witness whereof, the Declarant has caused this amendment to be executed this 30th day of June, 2009.

Signed, Sealed and Delivered
in the Presence of:


Jean M. da Silva

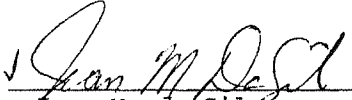

Vonda E. DeVeau

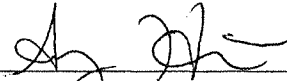
Allentown Condos, LLC.

By 
James Ziogas Jr. duly authorized
representative

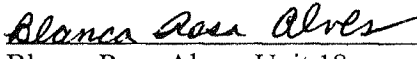
Ratification of Amendments

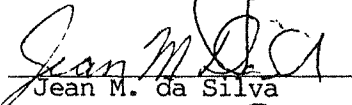
The undersigned hereby ratify the First, Second and Third Amendments to the Declaration of Condominium of Saddlebrook, which Declaration is dated November 14, 2007 and record April 9, 2008 and recorded in volume 1769 at page 954, and the First Amendment to Declaration which Amendment is dated and recorded April 10, 2008 in volume 1769 at page 1221 of the Bristol Land Records, and the Second Amendment to Declaration which amendment is dated September 17, 2008 and recorded September 26, 2008 in volume 1784 at page 1179 of the Bristol Land Records.


Jean M. da Silva

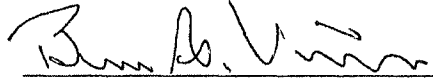

Anya Hunter Unit 6

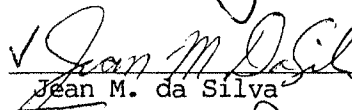

James Ziogas Jr.

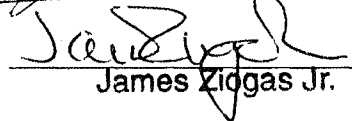

Blanca Rosa Alves, Unit 18

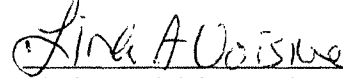

Jean M. da Silva

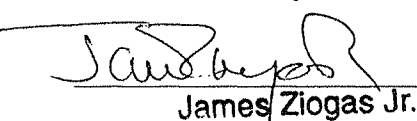

James Ziogas Jr.

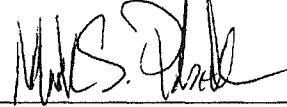

Bruce A. Voisine Unit 1

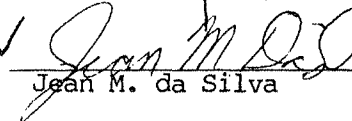

Jean M. da Silva

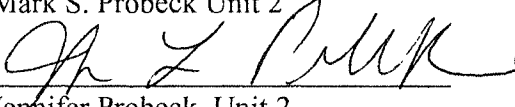

James Ziogas Jr.

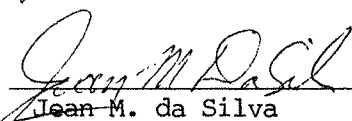

Linda A. Voisine Unit 1


James Ziogas Jr.

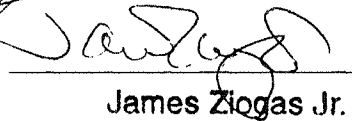

Mark S. Probeck Unit 2

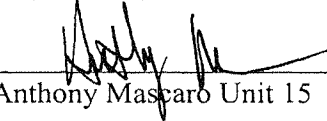

Jean M. da Silva


Jennifer Probeck Unit 2


Jean M. da Silva


Brian Mascaro Unit 15


James Ziogas Jr.


Anthony Mascaro Unit 15


Jean M. da Silva


James Ziogas Jr.

Ralph Oppel
Ralph Oppel Unit 5

Mary Lou Oppel
Mary Lou Oppel Unit 6

STATE OF CONNECTICUT) ss. Bristol
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 30th day of June, 2009, by Blanca Rosa Alves, Brian Mascaro, Anthony Mascaro,
Ralph Appel, Mary Lou Appel


James Ziegas Jr.
Commissioner of the Superior Court

JEAN M. DASILVA
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2009

STATE OF CONNECTICUT)
) ss. Bristol
COUNTY OF HARTFORD)

COUNTY OF HARTFORD)
 The foregoing instrument was acknowledged before me this 1st day of July, 2009, by
BRUCE A. VOISINE, Anya Hunter MARK S. Probeck, and
Jennifer Probeck and Linda A. Voisine


James Ziogas Jr.
Commissioner of the Superior Court

EXHIBIT A-1

A certain piece or parcel of land situated on Allentown Road in the Town of Bristol and being shown as Lot 14 on a certain map entitled, "MAP SHOWING OPEN SPACE PARCELS 14 & 14A ALLENTOWN ROAD, BRISTOL, CT. August 2006, PREPARED FOR: SOUTHERN WOODS DEVELOPERS, LLC. P.O. BOX 84 BRISTOL, CT 06010, R.R. HILTBRAND ENGINEERS and SURVEYORS 340 MAPLE AVENUE BRISTOL, CONNECTICUT 06010 (860) 582-4548"

Said premises are conveyed together with and subject to the following:

Easement in favor of Connecticut Light and Power Company and recorded in Volume 1725 at Page 1125 in the Bristol Land Records.

Right to connect to sanitary sewer and water lines contained in a Warranty Deed from Southern Woods Development, LLC in favor of Ronald Klimas and Patricia A. White dated May 31, 2005 and recorded in the Bristol Land Records in Volume 1626 at Page 281.

Conservation Easement in favor of the City of Bristol dated August 7, 2006 and recorded in Volume 1695 at Page 126 of the Bristol Land Records.

Storm Drainage Easement in favor of the City of Bristol as shown on said map or plan

The right to Discharge Storm Water from Detention Basin as shown on said map or plan;

Storm Drainage Easement, Sightline Easement and Temporary Grading Easement in favor of the Declarant across Lot 14A as shown on said map or plan.

Storm Drainage Easement as shown on said map or plan.

A UCC-1 and Notice of Lease by and between Saddlebrook Homeowners Association, Inc. and Bemer Petroleum Corporation for the installation and provision of LP gas to the buildings located within the common interest community. To be filed.

Any and all provisions of any ordinance, municipal regulation, public or private law, zoning, conservation, and inland wetlands regulation. Subject to all taxes hereinafter coming due.

Said premises submitted to and subject to the condominium form of ownership, pursuant to the Common Interest Ownership Act of the Connecticut General Statutes.

TABLE OF INTERESTS
DECLARATION EXHIBIT A-2

<u>Unit No.</u>	<u>Model</u>	<u>Percentage Share of Common Elements</u>	<u>Votes in the Affairs of Association</u>	<u>Garages</u>	<u>Percentage share of Common Expenses</u>
1	A	9.26%	1	2	9.26%
2	D	6.87%	1	1	6.87%
3	C	9.24%	1	1	9.24%
4	B	8.50%	1	2	8.50%
5	A	9.26%	1	2	9.26%
6	D	6.87%	1	1	6.87%
15	A	9.26%	1	2	9.26%
16	B	8.50 %	1	2	8.50%
17	B	8.50%	1	2	8.50%
18	D	6.87%	1	1	6.87%
19	A	9.26%	1	2	9.26%
21	D	6.87%	1	1	6.97%

MODEL A: BROOKSHIRE (2,394 SQ. FEET)
MODEL B: OAKRIDGE (2,160 SQ FEET)
MODEL C: RIDGEWOOD (2,347 SQ FEET)
MODEL D: FAWNWOOD (1,745 SQ FEET)

EXHIBIT A-3

Mylar to be filed concurrently

"SADDLEBROOK "AMENDED EXHIBIT A-3" Lot 14 Allentown Road
Bristol, Connecticut April 10, 2008 revised 08-05-08 DECLARED
UNITS 15,16,17, 18. Revision 06-26-09 DECLARED UNITS 19 & 21,
R.R. Hiltbrand Engineers and Surveyors 340 Maple Avenue Bristol,
Connecticut 06010 (860) 582-4548"

Prepared for Allentown Condos, LLC, 22 Pine Street - Suite 203
Bristol, CT 06010, Graphic Scale: 1" = 40'

ARCHITECT CERTIFICATE

Re: SADDLEBROOK, a condominium development, situated on the northerly side of Allentown Road in the City of Bristol, County of Hartford and State of Connecticut, which premises are more particularly shown on a survey plan entitled "Lot 14 on a certain map entitled, "MAP SHOWING OPEN SPACE PARCELS 14 & 14A ALLENTOWN ROAD, BRISTOL, CT. August 2006, PREPARED FOR: SOUTHERN WOODS DEVELOPERS, LLC. P.O. BOX 84 BRISTOL, CT 06010, R.R. HILTBRAND ENGINEERS and SURVEYORS 340 MAPLE AVENUE BRISTOL, CONNECTICUT 06010 (860) 582-4548" and previously recorded in the Land Records of the Town of Bristol.

I hereby certify, to the best of my knowledge and belief:

1. The undersigned architect, surveyor or engineer is licensed by the State of Connecticut under License No. CT 3947.
2. To the best of his knowledge, information and belief, all structural components of the buildings containing the Units 1-6, 15, 16, 17, 18, 19, & 21 in SADDLEBROOK are substantially complete in accordance with the Plans attached to the Declaration as Exhibit A-4 and the Survey attached to the Declaration as Exhibit A-3 as amended.
3. Said Certificate is made pursuant to the provisions of Connecticut General Statutes, Section 47-220 of the Common Interest Ownership Act.
4. The undersigned certifies that he does not have any legal or equitable ownership interest in the condominium.

Associated Architects, PC

Dated: 29 June 2009



By: _____
Registered Architect/Engineer/Surveyor

Received for Record at Bristol, CT
On 07/02/2009 At 9:36:09 am

 Town Clerk
Therese Pao

BK 1842 PG 252-255

Return to:
RUGGIERO, ZIOGAS & ALLAIRE
271 Farmington Ave. F
Bristol, CT 06010-3901

Vol: 1842 Page: 252 Se

TABLE OF INTERESTS
DECLARATION EXHIBIT A-2

<u>Unit No.</u>	<u>Model</u>	<u>Percentage Share of Common Elements</u>	<u>Votes in the Affairs of Association</u>	<u>Garages</u>	<u>Percentage share of Common Expenses</u>
1	A	9.26%	1	2	9.26%
2	D	6.87%	1	1	6.87%
3	C	9.24%	1	1	9.24%
4	B	8.50%	1	2	8.50%
5	A	9.26%	1	2	9.26%
6	D	6.87%	1	1	6.87%
15	A	9.26%	1	2	9.26%
16	B	8.50 %	1	2	8.50%
17	B	8.50%	1	2	8.50%
18	D	6.87%	1	1	6.87%
19	A	9.26%	1	2	9.26%
20	B	8.50%	1	2	8.50%
21	D	6.87%	1	1	6.97%
22	A	9.26%	1	2	9.26%

MODEL A: BROOKSHIRE (2,394 SQ. FEET)
MODEL B: OAKRIDGE (2,160 SQ FEET)
MODEL C: RIDGEWOOD (2,347 SQ FEET)
MODEL D: FAWNWOOD (1,745 SQ FEET)

EXHIBIT A-3

Mylar to be filed concurrently

"SADDLEBROOK "AMENDED EXHIBIT A-3" Lot 14 Allentown Road
Bristol, Connecticut April 10, 2008 revised 08-05-08, DECLARED
UNTIS 15, 16, 17, & 18, revised 06-26-09 DECLARED UNITS 19 & 21,
revised 04-05-10, DECLARED UNITS 20 & 22. R.R. Hiltbrand
Engineers and Surveyors 340 Maple Avenue Bristol, Connecticut 06010
(860) 582-4548"

Prepared for Allentown Condos, LLC, 22 Pine Street - Suite 203
Bristol, CT 06010, Graphic Scale: 1" = 40'

EXHIBIT A-5

ARCHITECT CERTIFICATE

Re: SADDLEBROOK, a condominium development, situated on the northerly side of Allentown Road in the City of Bristol, County of Hartford and State of Connecticut, which premises are more particularly shown on a survey plan entitled "Lot 14 on a certain map entitled, "MAP SHOWING OPEN SPACE PARCELS 14 & 14A ALLENTOWN ROAD, BRISTOL, CT. August 2006, PREPARED FOR: SOUTHERN WOODS DEVELOPERS, LLC. P.O. BOX 84 BRISTOL, CT 06010, R.R. HILTBRAND ENGINEERS and SURVEYORS 340 MAPLE AVENUE BRISTOL, CONNECTICUT 06010 (860) 582-4548" and previously recorded in the Land Records of the Town of Bristol.

I hereby certify, to the best of my knowledge and belief:

1. The undersigned architect, surveyor or engineer is licensed by the State of Connecticut under License No. CT 3947.
2. To the best of his knowledge, information and belief, all structural components of the buildings containing the Units 20 & 22 in SADDLEBROOK are substantially complete in accordance with the Plans attached to the Declaration as Exhibit A-4 and the Survey attached to the Declaration as Exhibit A-3 as amended.
3. Said Certificate is made pursuant to the provisions of Connecticut General Statutes. Section 47-220 of the Common Interest Ownership Act.
4. The undersigned certifies that he does not have any legal or equitable ownership interest in the condominium.

Associated Architects, PC

Dated: 14 May 2010

Matthew J. Murphy
By:
Registered Architect/Engineer/Surveyor

Received for Record at Bristol, CT
On 07/07/2010 At 2:50:44 pm

Therese Pao Town Clerk
Therese Pao

Return to:

RUGGIERO, ZIOGAS & ALLAIRE
271 Farmington Ave.
Bristol, CT 06010-3901

Doc ID: 002873310011 Type: LAN
 BK **1873** PG **686-696**

5095

FIFTH AMENDMENT TO DECLARATION

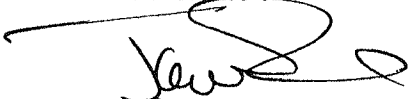
ALLENTOWN CONDOS, LLC a Connecticut limited liability company, with a mailing address of 22 Pine St, Bristol, CT 06010, the Declarant of Saddlebrook, which Declaration is dated November 14, 2007 and record May 9, 2008 and recorded in volume 1769 at page 954, and the First Amendment to Declaration which Amendment is dated and recorded May 10, 2008 in volume 1769 at page 1221 of the Bristol Land Records, and the Second Amendment to Declaration which amendment is dated September 17, 2008 and recorded September 26, 2008 in volume 1784 at page 1179 of the Bristol Land Records, and the Third Amendment to Declaration which Amendment is recorded July 2, 2009 in volume 1808 at page 1769 of the Bristol Land Records and the Fourth amendment to the Declaration is dated July 7, 2010 and recorded in volume 1842 at page 252 of the Bristol Land Records, acting pursuant to its Development Rights reserved in Article VIII of the Declaration, hereby amends the Declaration as follows:

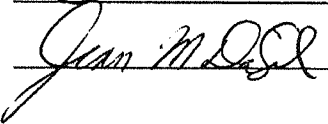
Exhibit A-3 of the of the Fourth Amendment to the Declaration is deleted and is replaced by the Exhibit A-3 being filed concurrently with this amendment.

It being the specific intention of this amendment to amend the phasing plan and modify Phase 1-C to reflect that said phase **"Need not be built."**

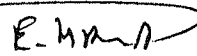
In witness whereof, the Declarant has caused this amendment to be executed this
 16th day of ~~May~~ June 2011.

Signed, Sealed and Delivered
 in the Presence of:





Allentown Condos, LLC.

By 

 Elias Hawa, Member

STATE OF CONNECTICUT)
) ss. Bristol
 COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 16th day of ~~May~~ June, 2011, by Elias Hawa, Member of Allentown Condos, LLC, a Connecticut Limited Liability Company on behalf of the Company.



 James Ziogas Jr.
 Commissioner Superior Court

CONSENT OF UNITS OWNERS OF SADDLEBROOK

THE UNDERSIGNED HEREBY AGREE AND ASSENT TO THE RE PHASING PLAN PRESENT HEREIN.

Saddlebrook Condominium Association Inc.

By: E. Hawa
Elias Hawa, President

Inde E. Pelean
Inde E. Pelean
Jean M. DaSilva
Jean M. da Silva

Jean M. DaSilva
Jean M. da Silva

Inde E. Pelean
Inde E. Pelean

Jean M. DaSilva
Jean M. da Silva

Inde E. Pelean
Inde E. Pelean

Inde E. Pelean
Inde E. Pelean
Jean M. DaSilva
Jean M. DaSilva

Inde E. Pelean
Inde E. Pelean
Jean M. DaSilva
Jean M. DaSilva

Unit 1

Bruce A. Voisine
Bruce A. Voisine

Linda A. Voisine
Linda A. Voisine

Unit 2

Mark S. Probeck
Mark S. Probeck

Jennifer L. Probeck
Jennifer L. Probeck

Unit 3

BrookView Circle, LLC

E. Hawa
By:

Unit 4

Brookview Circle, LLC

E. Hawa
By:

Jean M. Dasilva
Jasulva

Jean M. Dasilva
Jean M. daSilva
Mda E. F. da Silva
Mda E. da Silva

Jean M. Dasilva
Jasulva

Jean M. Dasilva
Jasulva

Jean M. Dasilva
Jean M. daSilva
Mda E. F. da Silva
Mda E. da Silva

Unit 5
Mary-Fay Oppel
Marylou Oppel

Unit 6
Any F. Hunter
Any F. Hunter

Unit 15
Brian A. Mascaro
Brian A. Mascaro
Anthony J. Mascaro

Unit 16
Carolyn Braddom Ritzler
Carolyn Braddom Ritzler

Unit 17
Michael C. Santerre
Michael C. Santerre
Jennifer L. Santerre
Jennifer L. Santerre

Jean M DaSil
Jean M DaSil

Unit 18

Blanca Rosa Alves
Blanca Rosa Alves

Jean M DaSil
Jean M. da Silva
Inda E. da Silva
Inda E. da Silva

Unit 19

Dennis W. Kane
Dennis W. Kane
Francis G. Kane
Francis G. Kane
FGK

Unit 20

Jean M DaSil
Jean M. da Silva
Inda E. da Silva
Inda E. da Silva

Ronald A Bouley
Ronald A. Bouley
Paulette M. Bouley
Paulette M. Bouley

Unit 21

Allentown Condos, LLC

Inda E. da Silva
Inda E. da Silva
Jean M DaSil

E. M. da Silva
By: Elias Hawa

Unit 22

Allentown Condos, LLC

Inda E. da Silva
Inda E. da Silva
Jean M DaSil

E. M. da Silva
By: Elias Hawa

EXHIBIT A-3

Mylar to be filed concurrently

"SADDLEBROOK "AMENDED EXHIBIT A-3" Lot 14 Allentown Road
Bristol, Connecticut May 25, 2011
R.R. Hiltbrand Engineers and Surveyors
575 North Main Street, Bristol, Connecticut 06010
(860) 582-4548"

Prepared for Allentown Condos, LLC,
22 Pine Street - Suite 203
Bristol, CT 06010

Graphic Scale: 1" = 40'

[illegible]

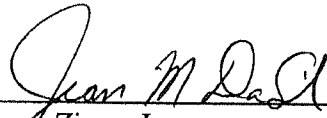
The foregoing instrument was acknowledged before me this 16th day of ^{June} May, 2011, by Elias Hama, duly authorized President of Saddlebrook Condominium Association, Inc. who acknowledge the same to be his free act and deed.

James

James Ziogas Jr.
Commissioner Superior Court

STATE OF CONNECTICUT)
) ss. Bristol
COUNTY OF HARTFORD)

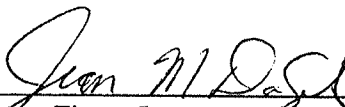
The foregoing instrument was acknowledged before me this 15th day of ^{June} ~~May~~, 2011, by Bruce A. Voisine + Linda A. Voisine, Unit owner of unit 1 Saddlebrook, who acknowledge the same to be their free act and deed.

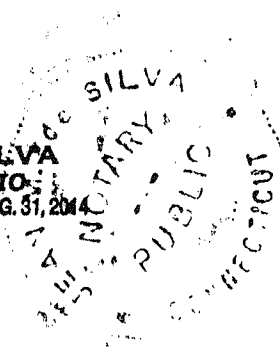

James Ziogas Jr.
Commissioner Superior Court
JEAN M. DASILVA
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2014



STATE OF CONNECTICUT)
) ss. Bristol
COUNTY OF HARTFORD)

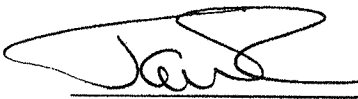
The foregoing instrument was acknowledged before me this 21th day of ^{June} ~~May~~, 2011, by Mark S. Probeck + Jennifer L. Probeck, Unit owner of unit 2 Saddlebrook, who acknowledge the same to be their free act and deed.


James Ziogas Jr.
Commissioner Superior Court
JEAN M. DASILVA
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2014



STATE OF CONNECTICUT)
) ss. Bristol
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 16th day of ^{June} ~~May~~, 2011, by Elias Hawa Member of Brookview Circle, LLC, Unit owner of unit 3 Saddlebrook, who acknowledge the same to be their free act and deed.


James Ziogas Jr.
Commissioner Superior Court

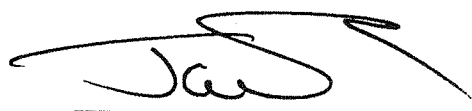
STATE OF CONNECTICUT)
) ss. Bristol
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 16th day of ^{June} May, 2011, by Elias Hawk
Member of Brookview Circle, LLC, Unit owner of unit 4 Saddlebrook, who
acknowledge the same to be their free act and deed.


James Ziogas Jr.
Commissioner Superior Court

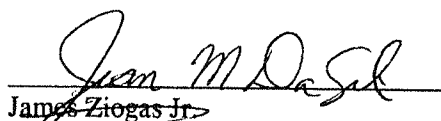
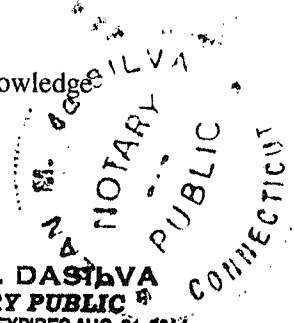
STATE OF CONNECTICUT)
) ss. Bristol
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 28th day of ^{June} May, 2011, by
Marylou Oppel, Unit owner of unit 5 Saddlebrook, who acknowledge
the same to be their free act and deed.


James Ziogas Jr.
Commissioner Superior Court

STATE OF CONNECTICUT)
) ss. Bristol
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 21st day of ^{June} May, 2011, by
Anyia F. Hunter, Unit owner of unit 6 Saddlebrook, who acknowledge
the same to be their free act and deed.


James Ziogas Jr.
Commissioner Superior Court

JEAN M. DASILVA
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2014

STATE OF CONNECTICUT)
) ss. Bristol
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 28th day of ^{June} May, 2011, by Brian A.
Mascaro + Anthony J. Mascaro, Unit owner of unit 15 Saddlebrook, who acknowledge
the same to be their free act and deed.


James Ziogas Jr.
Commissioner Superior Court

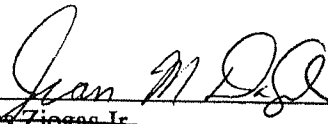
STATE OF CONNECTICUT)
) ss. Bristol
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this ^{June}28th day of ~~May~~, 2011, by
Carolyn Braddon Ritzler, Unit owner of unit 16 Saddlebrook, who acknowledge
the same to be their free act and deed.


James Ziogas Jr.
Commissioner Superior Court

STATE OF CONNECTICUT)
) ss. Bristol
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this ^{June}14th day of ~~May~~, 2011, by Michael J.
Santerre + Jennifer L. Santerre, Unit owner of unit 17 Saddlebrook, who acknowledge
the same to be their free act and deed.


~~James Ziogas Jr.~~
~~Commissioner Superior Court~~
JEAN M. DASILVA
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2014

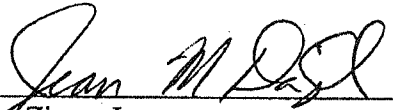

STATE OF CONNECTICUT)
) ss. Bristol
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this ^{June}28th day of ~~May~~, 2011, by
Blanca Rosa Alves, Unit owner of unit 18 Saddlebrook, who acknowledge
the same to be their free act and deed.


James Ziogas Jr.
Commissioner Superior Court

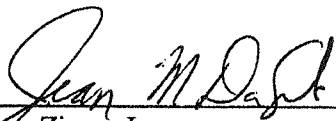
STATE OF CONNECTICUT)
) ss. Bristol
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this ^{June} 3rd day of ~~May~~, 2011, by ~~Dennis W. Kane + Frances G. Kane~~, Unit owner of unit 19 Saddlebrook, who acknowledge the same to be their free act and deed.


James Ziogas Jr.
Commissioner Superior Court
JEAN M. DASILVA
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2014

STATE OF CONNECTICUT)
) ss. Bristol
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this ^{June} 21st day of ~~May~~, 2011, by ~~Ronald A. Bouky + Paulette M. Bouky~~, Unit owner of unit 20 Saddlebrook, who acknowledge the same to be their free act and deed.


James Ziogas Jr.
Commissioner Superior Court
JEAN M. DASILVA
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2014

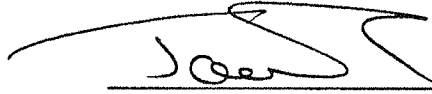
STATE OF CONNECTICUT)
) ss. Bristol
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this ^{June} 16th day of ~~May~~, 2011, by ~~member of Allentown Condos, LLC~~ ^{Elias Hawa}, Unit owner of unit 21 Saddlebrook, who acknowledge the same to be their free act and deed.


James Ziogas Jr.
Commissioner Superior Court

STATE OF CONNECTICUT)
) ss. Bristol
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 16th day of ^{June} ~~May~~, 2011, by Elias Hawa
Member of Allentown Candles, LLC, Unit owner of unit 22 Saddlebrook, who acknowledge
the same to be their free act and deed.



James Ziogas Jr.
Commissioner Superior Court

Received for Record at Bristol, CT
On 07/18/2011 At 2:14:43 pm

 Town Clerk
Therese Pao

Record & Return to:
James Ziogas Jr, Atty at Law, LLC
271 Farmington Ave
Bristol, CT 06010

Doc ID: 004801220004 Type: LAN
BK 1963 PG 548-551

1886

SIXTH AMENDMENT TO DECLARATION

ALLENTOWN CONDOS, LLC a Connecticut limited liability company, with a mailing address of 271 Farmington Ave, Bristol, CT 06010, the Declarant of Saddlebrook, which Declaration is dated November 14, 2007 and record April 9, 2008 and recorded in volume 1769 at page 954, and the First Amendment to Declaration which Amendment is dated and recorded April 10, 2008 in volume 1769 at page 1221 of the Bristol Land Records, and the Second Amendment to Declaration which amendment is dated September 17, 2008 and recorded September 26, 2008 in volume 1784 at page 1179 of the Bristol Land Records, and the Third Amendment to Declaration which Amendment is recorded July 2, 2009 in volume 1808 at page 1769 of the Bristol Land Records, the Fourth Amendment to Declaration which Amendment is recorded July 7, 2010 in volume 1842 at page 252 of the Bristol Land Records and the Fifth Amendment to Declaration which Amendment is recorded July 18, 2011 in volume 1873 at page 686 of the Bristol Land Records, acting pursuant to its Development Rights reserved in Article VIII of the Declaration, hereby amends the Declaration as follows:

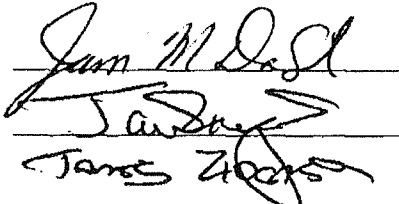
Exhibit A-2 is deleted in its entirety and the attached Exhibit A-2 is submitted therefore.

Exhibit A-3 of the original Declaration is deleted and is replaced by the Exhibit A-3 being filed concurrently with this amendment.

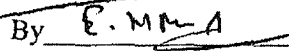
Exhibit A-5 is supplemented by the attached Exhibit A-5 and submitted therefore.

In witness whereof, the Declarant has caused this amendment to be executed this 27th day of March, 2014.

Signed, Sealed and Delivered
in the Presence of:

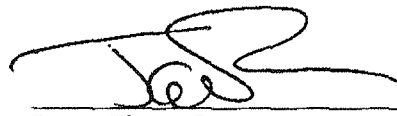


Allentown Condos, LLC.

By 
Elias Hawa, Member

STATE OF CONNECTICUT)
) ss. Bristol
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 27th day of March 2014, by Elias Hawa, Member of Allentown Condos, LLC, a Connecticut Limited Liability Company on behalf of the Company.



James Ziogas Jr.
Commissioner Superior Court

TABLE OF INTERESTS
DECLARATION EXHIBIT A-2

<u>Unit No.</u>	<u>Model</u>	<u>Percentage Share of Common Elements</u>	<u>Votes in the Affairs of Association</u>	<u>Garages</u>	<u>Percentage share of Common Expenses</u>
1	A	6.90%	1	2	6.90%
2	D	5.1%	1	1	5.1%
3	C	6.76%	1	1	6.76%
4	B	6.22%	1	2	6.22%
5	A	6.90%	1	2	6.90%
6	D	5.1%	1	1	5.1%
15	A	6.90%	1	2	6.90%
16	B	8.50 %	1	2	6.22%
17	B	6.22%	1	2	6.22%
18	D	5.1%	1	1	5.1%
19	A	6.90%	1	2	6.90%
20	B	6.22%	1	2	6.22%
21	D	5.1%	1	1	6.97%
22	A	6.90%	1	2	6.90%
23	C	6.76%	1	1	6.76%
24	A	6.90%	1	2	6.90%

MODEL A: BROOKSHIRE (2,394 SQ. FEET)
MODEL B: OAKRIDGE (2,160 SQ FEET)
MODEL C: RIDGEWOOD (2,347 SQ FEET)
MODEL D: FAWNWOOD (1,745 SQ FEET)

EXHIBIT A-3

Mylar to be filed concurrently

"SADDLEBROOK "AMENDED EXHIBIT A-3" Lot 14 Allentown Road
Bristol, Connecticut May 25, 2011 revised 3-19-14, DECLARED UNITS
23 & 24."

R.R. Hiltbrand Engineers and Surveyors
575 North Main Street
Bristol, Connecticut 06010 (860) 582-4548"
Scale: 1"=40'

Prepared for Allentown Condos, LLC, 22 Pine Street - Suite 203
Bristol, CT 06010.

EXHIBIT A-5

ARCHITECT CERTIFICATE

Re: SADDLEBROOK, a condominium development, situated on the northerly side of Allentown Road in the City of Bristol, County of Hartford and State of Connecticut, which premises are more particularly shown on a survey plan entitled "Lot 14 on a certain map entitled, "MAP SHOWING OPEN SPACE PARCELS 14 & 14A ALLENTOWN ROAD, BRISTOL, CT. August 2006, PREPARED FOR: SOUTHERN WOODS DEVELOPERS, LLC. P.O. BOX 84 BRISTOL, CT 06010, R.R. HILTBRAND ENGINEERS and SURVEYORS 340 MAPLE AVENUE BRISTOL, CONNECTICUT 06010 (860) 582-4548" and previously recorded in the Land Records of the Town of Bristol.

I hereby certify, to the best of my knowledge and belief:

1. The undersigned architect, surveyor or engineer is licensed by the State of Connecticut under License No. CT 3947.
2. To the best of his knowledge, information and belief, all structural components of the buildings containing the Units 23 & 24 in SADDLEBROOK are substantially complete in accordance with the Plans attached to the Declaration as Exhibit A-4 and the Survey attached to the Declaration as Exhibit A-3 as amended.
3. Said Certificate is made pursuant to the provisions of Connecticut General Statutes, Section 47-220 of the Common Interest Ownership Act.
4. The undersigned certifies that he does not have any legal or equitable ownership interest in the condominium.

Associated Architects, PC
Associated Architects, LLC

Dated: 28 March 2014

MANUEL N. NORTON Member
By:
Registered Architect/Engineer/Surveyor

Received for Record at Bristol, CT
On 03/31/2014 At 10:26:58 am
Charles P. Pao Town Clerk
THOMAS P. PAO



Doc ID: 004996010008 Type: LAN

BK 2013 PG 1239-1246

Record & Return to:

James Ziogas Jr, Atty at Law, LLC
 271 Farmington Ave
 Bristol, CT 06010

SEVENTH AMENDMENT TO DECLARATION

N & B Builders, LLC a Connecticut Limited Liability Company, as successor declarant to ALLENTOWN CONDOS, LLC a Connecticut limited liability company, with a mailing address of 271 Farmington Ave, Bristol, CT 06010, with respect to certain Special Declarant Rights and Development Rights (the "Rights") assigned to it by instrument recorded in Volume 1984, Page 1056 of the Bristol Land Records, which Rights exist with respect to Saddlebrook, a common interest community the Declaration of which is dated November 14, 2007 and recorded April 9, 2008 and recorded in volume 1769 at page 954, as amended by the First Amendment to Declaration which Amendment is dated and recorded April 10, 2008 in volume 1769 at page 1221 of the Bristol Land Records, and the Second Amendment to Declaration which amendment is dated September 17, 2008 and recorded September 26, 2008 in volume 1784 at page 1179 of the Bristol Land Records, and the Third Amendment to Declaration which Amendment is recorded July 2, 2009 in volume 1808 at page 1769 of the Bristol Land Records, the Fourth Amendment to Declaration which Amendment is recorded July 7, 2010 in volume 1842 at page 252 of the Bristol Land Records and the Fifth Amendment to Declaration which Amendment is recorded July 18, 2011 in volume 1873 at page 686 of the Bristol Land Records, the Sixth Amendment to Declaration which Amendment is recorded March 31, 2014 in volume 1963 at page 548 of the Bristol Land Records, acting in the exercise of the Rights, hereby amends the Declaration as follows:

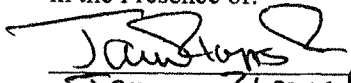
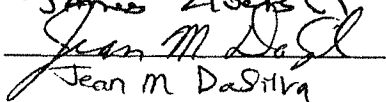
Exhibit A-2 is deleted in its entirety and the attached Exhibit A-2 is submitted therefor.

Exhibit A-3 of the original Declaration is deleted and is replaced by the Exhibit A-3 being filed concurrently with this amendment.

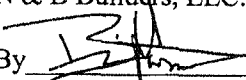
Exhibit A-5 is supplemented by the attached Exhibit A-5 and submitted therefore.

In witness whereof, the Declarant has caused this amendment to be executed this 15th day of December, 2015.

Signed, Sealed and Delivered
 in the Presence of:


 James Ziogas Jr

 Jean M DaSilva

N & B Builders, LLC.

By 
 Brian Mascaro, Member

STATE OF CONNECTICUT)
) ss. Bristol
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 15th day of December 2015, by
Brian Mascaro, Member of N & B Builders, LLC, a Connecticut Limited Liability Company on
behalf of the Company.

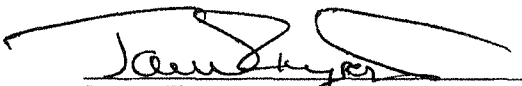

James Ziogas Jr.
Commissioner Superior Court

TABLE OF INTERESTS
DECLARATION EXHIBIT A-2

<u>Unit No.</u>	<u>Model</u>	<u>Percentage Share of Common Elements</u>	<u>Votes in the Affairs of Association</u>	<u>Garages</u>	<u>Percentage share of Common Expenses</u>
1	A	6.10%	1	2	6.10%
2	D	4.40%	1	1	4.40%
3	C	6.00%	1	1	6.00%
4	B	5.50%	1	2	5.50%
5	A	6.10%	1	2	6.10%
6	D	4.40%	1	1	4.40%
15	A	6.10%	1	2	6.10%
16	B	5.50 %	1	2	5.50%
17	B	5.50%	1	2	5.50%
18	D	4.40%	1	1	4.40%
19	A	6.10%	1	2	6.10%
20	B	5.50%	1	2	5.50%
21	D	4.40%	1	1	4.40%
22	A	6.10%	1	2	6.10%
23	C	6.00%	1	1	6.00%
24	A	6.10%	1	2	6.10%
25	A	6.10%	1	2	6.10%
26	A	6.10%	1	2	6.10%

MODEL A: BROOKSHIRE (2,394 SQ. FEET)
MODEL B: OAKRIDGE (2,160 SQ FEET)
MODEL C: RIDGEWOOD (2,347 SQ FEET)
MODEL D: FAWNWOOD (1,745 SQ FEET)

EXHIBIT A-3

Mylar to be filed concurrently

"SADDLEBROOK "AMENDED EXHIBIT A-3" Lot 14 Allentown Road
Bristol, Connecticut May 25, 2011 revised 12/8/2015, DECLARED
UNITS 25 & 26."

R.R. Hiltbrand Engineers and Surveyors
575 North Main Street
Bristol, Connecticut 06010 (860) 582-4548"
Scale: 1"=40'

Prepared for Allentown Condos, LLC, 22 Pine Street - Suite 203
Bristol, CT 06010.

EXHIBIT A-5

ARCHITECT"/ENGINEER'S CERTIFICATE

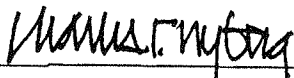
Re: SADDLEBROOK, a condominium development, situated on the northerly side of Allentown Road in the City of Bristol, County of Hartford and State of Connecticut, which premises are more particularly shown on a survey plan entitled "Saddlebrook Phase 1-A" prepared and certified as a Class A-2 survey by R.R. Hiltbrand Engineers & Surveyors, LLC and recorded contemporaneously herewith in the Land Records of the Town of Bristol.

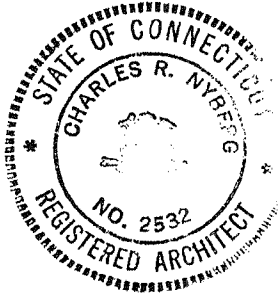
I hereby certify, to the best of my knowledge and belief:

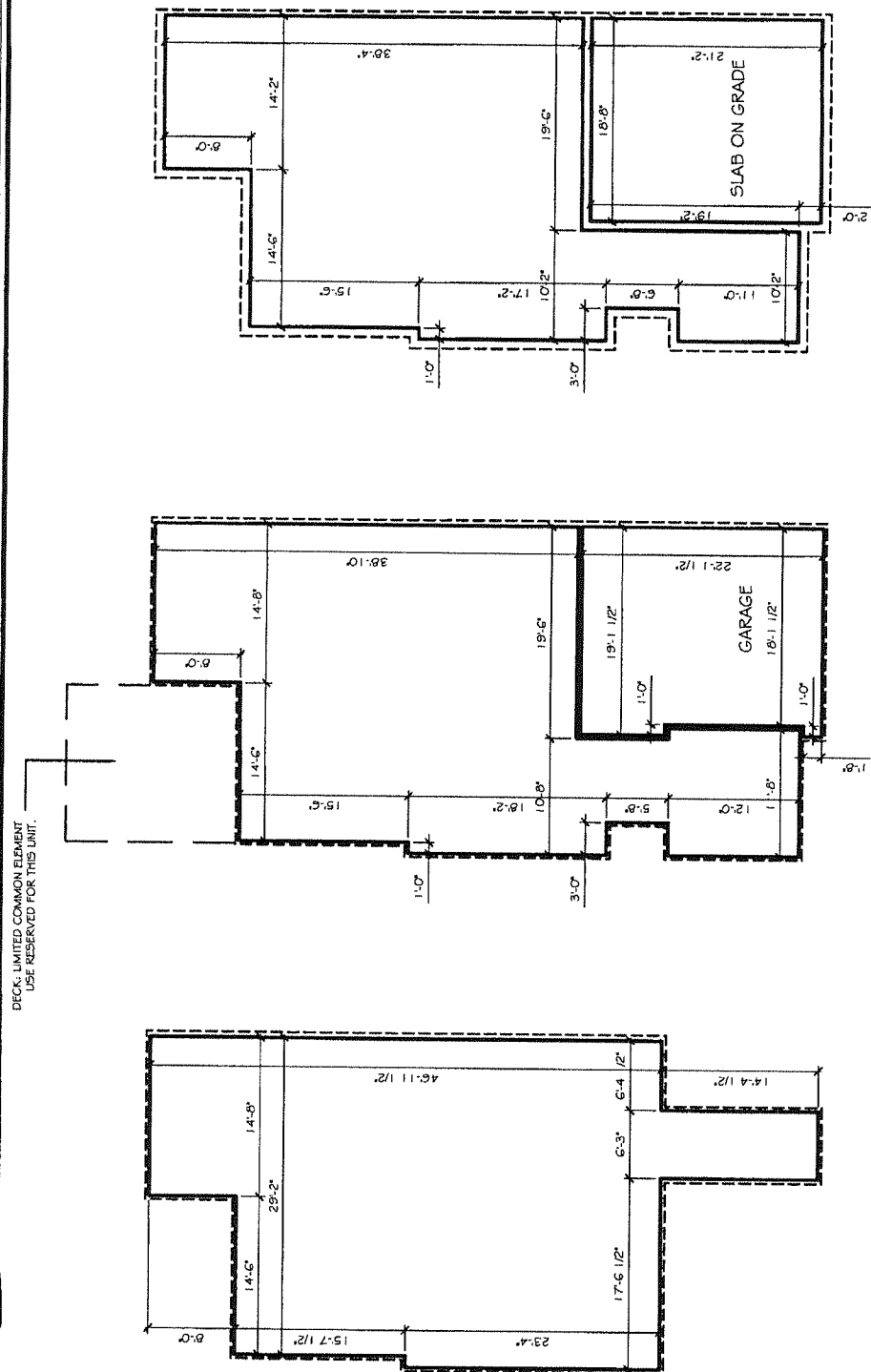
1. The undersigned architect, surveyor or engineer is licensed by the State of Connecticut under License No. CT 3947.
2. To the best of his knowledge, information and belief, all structural components of the buildings containing Units 25 & 26 also known as 18 & 20 Brookview Circle in SADDLEBROOK are substantially complete in accordance with the Survey attached to the Declaration as Exhibit A-3 and the Plans attached as Exhibit A-4.
3. Said Certificate is made pursuant to the provisions of Connecticut General Statutes, Section 47-220 of the Common Interest Ownership Act.
4. The undersigned certifies that he does not have any legal or equitable ownership interest in the condominium.

Associated Architects, PC

Dated: 1 December 2015


By: _____
Registered Architect/Engineer/Surveyor





Second Floor Plan

First Floor Plan

ELEVATION:

1. BASEMENT FLOOR ELEVATION = (+0'-0")
 BOTTOM OF FINISHED CEILING = (+7'-9")
2. FIRST FLOOR ELEVATION = (+8'-9 3/4")
 BOTTOM OF FINISHED CEILING = (+17'-9 1/2")
3. SECOND FLOOR ELEVATION = (+18'-10 3/4")
 BOTTOM OF FINISHED CEILING = (+26'-10 3/4")

LEGEND:

UNIT BOUNDARY
EXTERIOR SURFACE
BORDER OF LIMITED COMMON ELEMENT

GRAPHIC SCALE:

A horizontal scale bar with alternating black and white segments. The segments are labeled from left to right: 0, 2, 4, 8, and 16. The units are not explicitly stated but are implied to be feet based on the context of the drawing.

**Saddlebrook
Condominiums**
ALBERTOWN ROAD
BRISTOL, CONNECTICUT
BY:
NAB BUILDERS

DECLARATION SCHEDULE A-4

Associated Architects Project NO. J5006

Unit #23

Plans

SHEET NUMBER

2

OF 3

CERTIFICATION: _____
THE UNDERSIGNED DOES HEREBY CERTIFY
THAT THESE PLANS CONTAIN INFORMATION
REQUIRED BY SECTION 29 OF THE COMMON
INTEREST OWNERSHIP ACT RELATING TO
PLANS.

SIGNATURE W. J. C. N. 1532 R.A. LICENSE

THE WORD CERTIFY IS AN EXPRESSION OF PROFESSIONAL OPINION, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION, AND BELIEF, AND AS SUCH IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY. EXPRESSED OR IMPLIED.

Associated Architects, LLC
OF CENTRAL CONNECTICUT
-ESTABLISHED 1960-

37 NORTHWEST DRIVE ■ PLAINVILLE, CONNECTICUT 06062
p: 860.747.2801 ■ f: 860.747.2814
e: email@associatesarchitects.com

This drawing is the property of the Architect; has been prepared specifically for the Owner for this project at this site, and is not to be used for any other purpose, location or owner, without consent of the Architect.

CERTIFICATION:

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THESE PLANS CONTAIN INFORMATION REQUIRED BY SECTION 28 OF THE COMMON INTEREST OWNERSHIP ACT RELATING TO PLANS.

WILLIAM J. MCGAHEY 1532
SIGNATURE P.A. LICENSE

THIS WORD CERTIFY IS AN EXPRESSION OF PROFESSIONAL OPINION AND IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.

Associated Architects, LLC
OF CENTRAL CONNECTICUT
-ESTABLISHED 1960-

37 NORTHWEST DRIVE - PLAINVILLE, CONNECTICUT 06062
P: 860.747.2801 • F: 860.747.2814
E: email@associatedarchitects.com

The drawing is the property of the Architect. It has been prepared specifically for the Owner for this project and is not to be used for any other purpose, without the written consent of the Architect.

**Saddlebrook
Condominiums**

ALLENTOWN ROAD
BRISTOL, CONNECTICUT

BY:
NAB BUILDERS

DECLARATION SCHEDULE A-4

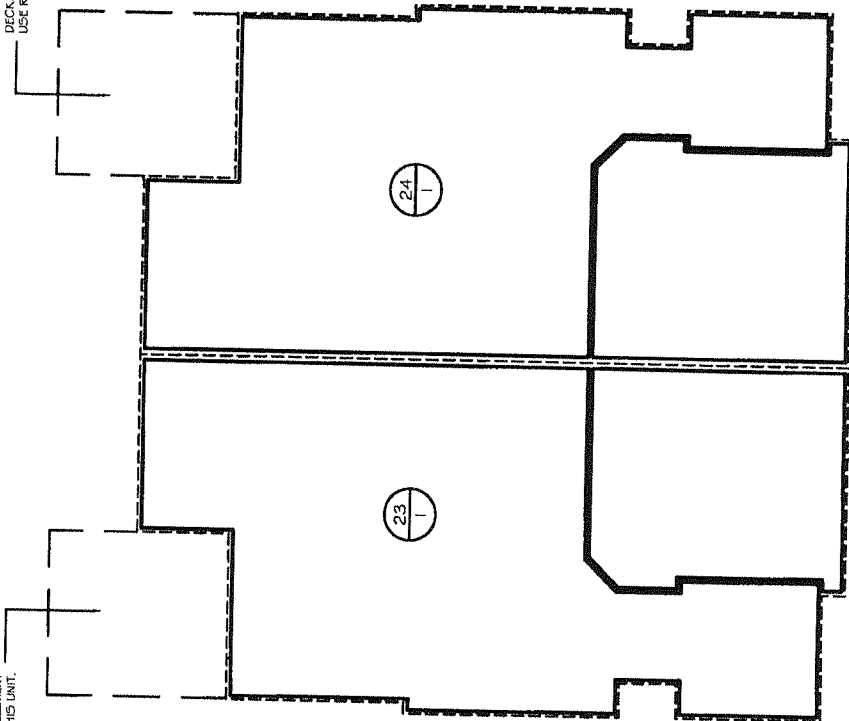
Associated Architects Project No. 15006

**Building No. 9
Plans**

Date: 11/30/2015
Scale: AS NOTED
Drawn: JAD
Checked:

SHEET NUMBER
3
OF 3

DECK: LIMITED COMMON ELEMENT
USE RESERVED FOR THIS UNIT.



LEGEND:
UNIT TYPE
UNIT NUMBER

GRAPHIC SCALE:
0' 1' 2' 4' 8' 16'

Received for Record at Bristol, CT
On 01/29/2016 At 9:09:51 am

Therese Pao Town Clerk
Therese Pao



Doc ID: 005229450019 Type: LAN

BK 2083 PG 612-630

Return to:

Bryan F. Meccariello, Esq.
P.O. Box 874
Southington, CT 06489

EIGHTH AMENDMENT TO DECLARATION

FRAGOLA ENTERPRISES, LLC, a Connecticut Limited Liability Company, as Successor Declarant to **ALLENTOWN CONDOS, LLC**, a Connecticut limited liability company, with a mailing address of 865 West Queen Street, Southington, Connecticut 06489, with respect to certain Special Declarant Rights and Development Rights (the "Rights") assigned to it by instrument recorded in Volume 1984, Page 1056 of the Bristol Land Records, which Rights exist with respect to Saddlebrook, a common interest community the Declaration of which is dated November 14, 2007 and record April 9, 2008 and recorded in Volume 1769 at Page 954, as amended by the First Amendment to Declaration which Amendment is dated and recorded April 10, 2008 in Volume 1769 at Page 1221 of the Bristol Land Records, and the Second Amendment to Declaration which amendment is dated September 17, 2008 and recorded September 26, 2008 in Volume 1784 at Page 1179 of the Bristol Land Records, and the Third Amendment to Declaration which Amendment is recorded July 2, 2009 in Volume 1808 at Page 1233 of the Bristol Land Records, the Fourth Amendment to Declaration which Amendment is recorded July 7, 2010 in Volume 1842 at Page 252 of the Bristol Land Records and the Fifth Amendment to Declaration which Amendment is recorded July 18, 2011 in Volume 1873 at Page 686 of the Bristol Land Records, the Sixth Amendment to Declaration which Amendment is recorded March 31, 2014 in Volume 1963 at Page 548 of the Bristol Land Records and the Seventh Amendment to Declaration which Amendment is recorded August 14, 2012 in Volume 2013 at Page 1239-1246 of the Bristol Land Records, acting in the exercise of the Rights, hereby amends the original Declaration and all subsequent Amendments accordingly, as follows:

1. Exhibits A-2 are replaced with attached Exhibit A-2;
2. Exhibits A-3 are replaced with attached Exhibit A-3;
3. Exhibits A-4 are supplemented by attached Exhibit A-4; and
3. Exhibits A-5 are supplemented by attached Exhibit A-5.

In witness whereof, the Successor Declarant has caused this Amendment to be executed this 26th day of June, 2018.

Signed, Sealed and Delivered
in the Presence of:

FRAGOLA ENTERPRISES, LLC



BRYAN F. MECCARIELLO

By 

FRANK FRAGOLA, Member



Ryan Kelly

STATE OF CONNECTICUT)
) ss. Southington
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 26th day of June, 2018, by **FRANK FRAGOLA**, Member of **FRAGOLA ENTERPRISES, LLC**, in such capacity on behalf of said limited liability company.



BRYAN F. MECCARIELLO
Commissioner of the Superior Court

EXHIBIT A-2

TABLE OF INTERESTS

<u>Unit Nos.</u>	<u>Percentage Share of Common Elements/Expenses</u>	<u>Votes in the Association</u>
1 Brookview	4.27%	1
2 Brookview	4.27%	1
3 Brookview	4.04%	1
4 Brookview	4.04%	1
6 Brookview	4.27%	1
8 Brookview	4.27%	1
18 Brookview	4.27%	1
20 Brookview	4.27 %	1
22 Brookview	4.04%	1
24 Brookview	3.97%	1
26 Brookview	3.97%	1
28 Brookview	4.04%	1
30 Brookview	4.04%	1
32 Brookview	4.04%	1
101 Turtlebrook	4.27%	1
102 Turtlebrook	4.27%	1
103 Turtlebrook	4.27%	1
104 Turtlebrook	4.27%	1
105 Turtlebrook	4.27%	1
106 Turtlebrook	4.27%	1
107 Turtlebrook	4.04%	1
108 Turtlebrook	4.04%	1
110 Turtlebrook	4.27%	1
112 Turtlebrook	4.27%	1

EXHIBIT A-3

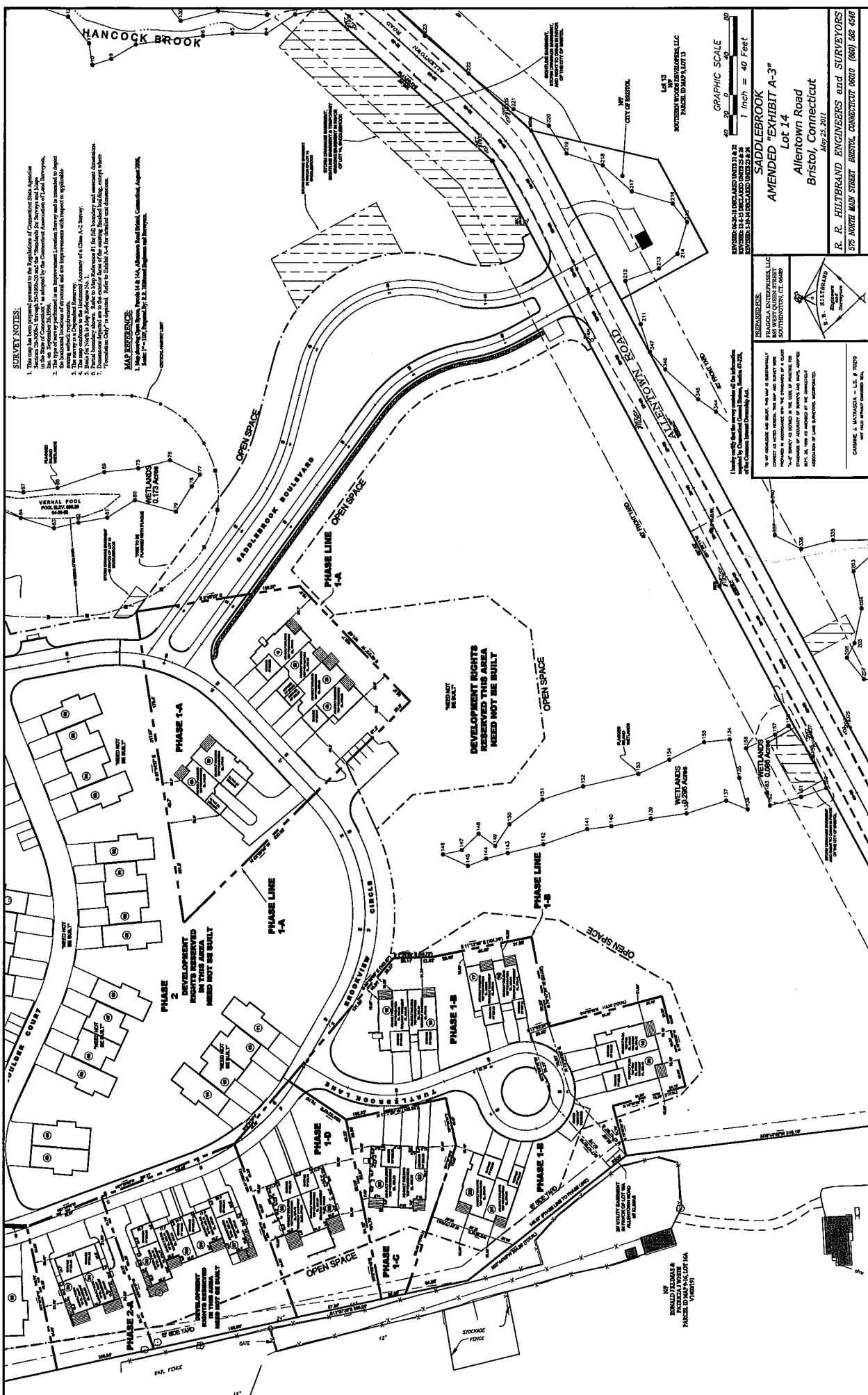
MAP

(Mylar to be filed with the Office of the Bristol City Clerk)

**SADDLEBROOK "AMENDED EXHIBIT A-3", Lot 14, Allentown
Road, Bristol, Connecticut May 25, 2011 revised June 20, 2018, for
DECLARED UNITS 32 & 32.**

**R.R. Hiltbrand Engineers and Surveyors
575 North Main Street
Bristol, Connecticut 06010 (860) 582-4548"
Scale: 1"=40'**

**Prepared for:
Fragola Enterprises, LLC
865 West Queen Street
Southington, Connecticut 06489**



SURVEY NOTES:

1. This map has been prepared in accordance with the Regulations of Connecticut State Agencies, Sections 20-209a-1, through 20-209a-20 and the "Standards for Surveys and Maps" promulgated by the State of Connecticut, as amended by the Connecticut General Assembly, Act No. 100, September 26, 1996.
2. The survey was conducted by the Surveyor General of the State of Connecticut, as authorized by the Connecticut General Assembly, Act No. 100, September 26, 1996.
3. The survey was conducted by the Surveyor General of the State of Connecticut, as authorized by the Connecticut General Assembly, Act No. 100, September 26, 1996.
4. The survey was conducted by the Surveyor General of the State of Connecticut, as authorized by the Connecticut General Assembly, Act No. 100, September 26, 1996.
5. The survey was conducted by the Surveyor General of the State of Connecticut, as authorized by the Connecticut General Assembly, Act No. 100, September 26, 1996.
6. The survey was conducted by the Surveyor General of the State of Connecticut, as authorized by the Connecticut General Assembly, Act No. 100, September 26, 1996.
7. The survey was conducted by the Surveyor General of the State of Connecticut, as authorized by the Connecticut General Assembly, Act No. 100, September 26, 1996.

MAP REFERENCE:

1. Map showing Open Space, Tracts 1-A & 1-B, Allentown Road District, Connecticut, August 2006.
2. Map showing Open Space, Tracts 1-C & 1-D, Allentown Road District, Connecticut, August 2006.

GRAPHIC SCALE
 0 20 40 60 80
 1 inch = 40 Feet

SADDLEBROOK
AMENDED "EXHIBIT A-3"
Lot 14
 Allentown Road
 Bristol, Connecticut
 May 23, 2011

R. R. HILTBRAND ENGINEERS AND SURVEYORS
 575 NORTH MAIN STREET, BRISTOL, CONNECTICUT 06010 (860) 582-6540

PREPARED FOR:
 MAGNOLIA INTERPRETIVE, LLC
 1000 ROUTE 1, SUITE 100
 SOUTHINGTON, CT 06488

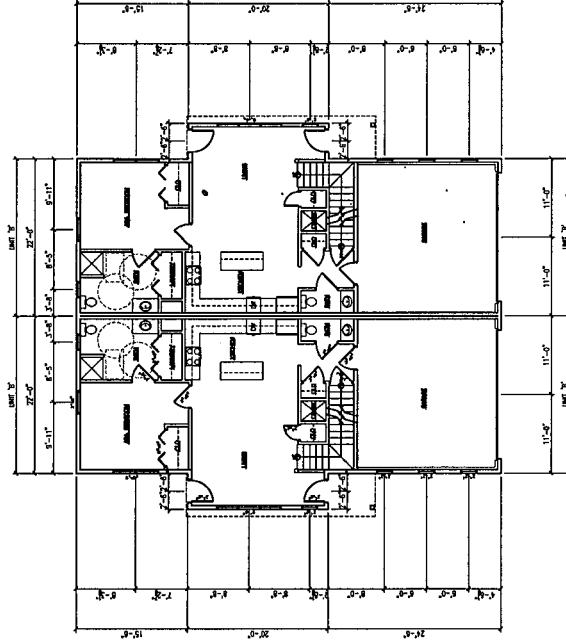
FOR INFORMATION:
 TO BE CONSIDERED FOR RECORD, THIS MAP IS SUBMITTED TO THE TOWN OF ALLTOWN, CONNECTICUT, FOR REVIEW AND RECORDATION. THE TOWN OF ALLTOWN, CONNECTICUT, IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS MAP. THE TOWN OF ALLTOWN, CONNECTICUT, IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS MAP. THE TOWN OF ALLTOWN, CONNECTICUT, IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS MAP.

CHARTERED SURVEYORS
 R. R. HILTBRAND & ASSOCIATES, L.L.C. # 10079
 575 NORTH MAIN STREET, BRISTOL, CT 06010

EXHIBIT A-4

PLANS

Reference is made to the attached set of Plans A1.1 - A1.12
for Units 31 and 32 Brookview Circle, Bristol, Connecticut



ISSUE LOG

10/10/10

ALL THESE ISSUES ARE CLOSED IN THE PREVIOUS EDITIONS OF THE PROJECT'S RECORD SET. SEE THE RECORD SET FOR DETAILS.

Associated Architects, LLC
OF CENTRAL CONNECTICUT
- ESTABLISHED 1988 -
27 NORTHWEST DRIVE, HARTFORD, CONNECTICUT 06105
P: 860.747.2801 F: 860.747.2814

The drawings are the property of Associated Architects, LLC. They are to be used only for the project and site specified on the title block. Any other use without the written consent of Associated Architects, LLC is prohibited.

Saddlebrook
Development
Phase II
Duplex-Two Family

Alamogordo Road
Sellers, CT

Associated Architects, Project No. 17702

PROPOSED
1st FLOOR PLAN

Date: 06/05/2017

Scale: 1/8" = 1'-0"

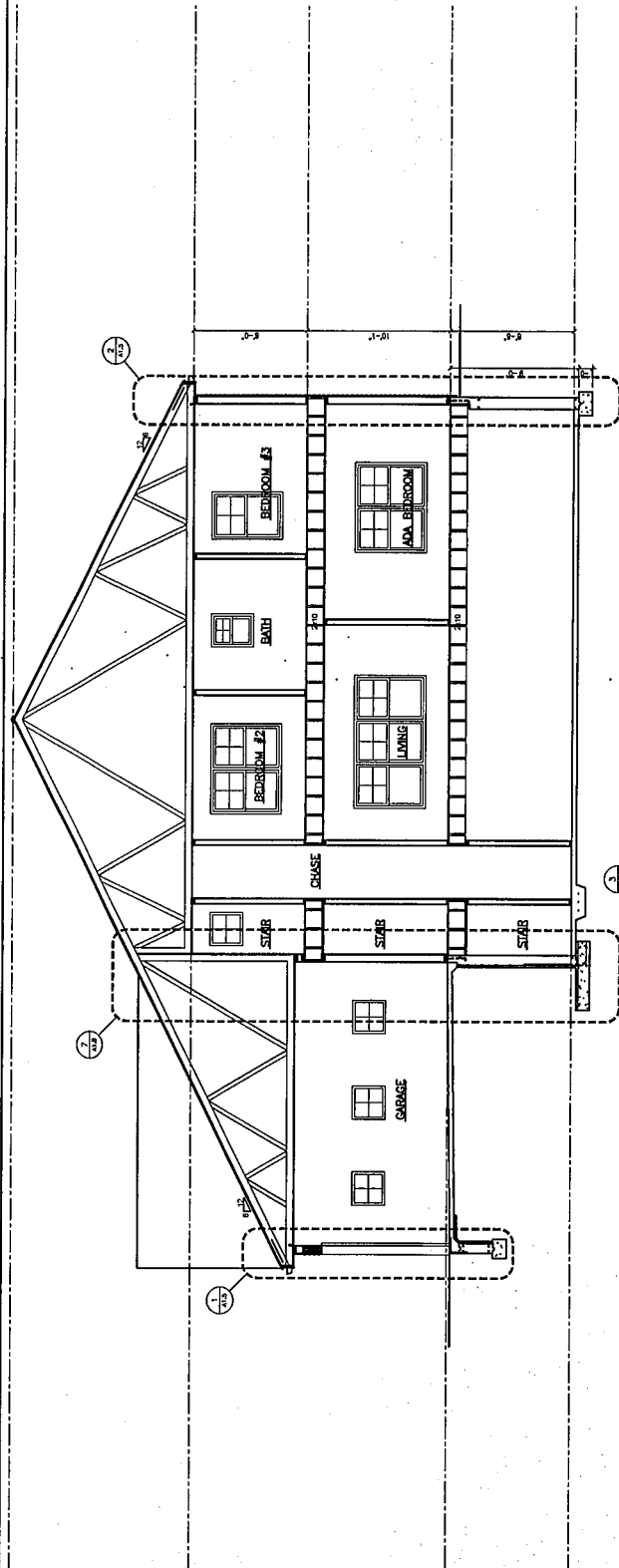
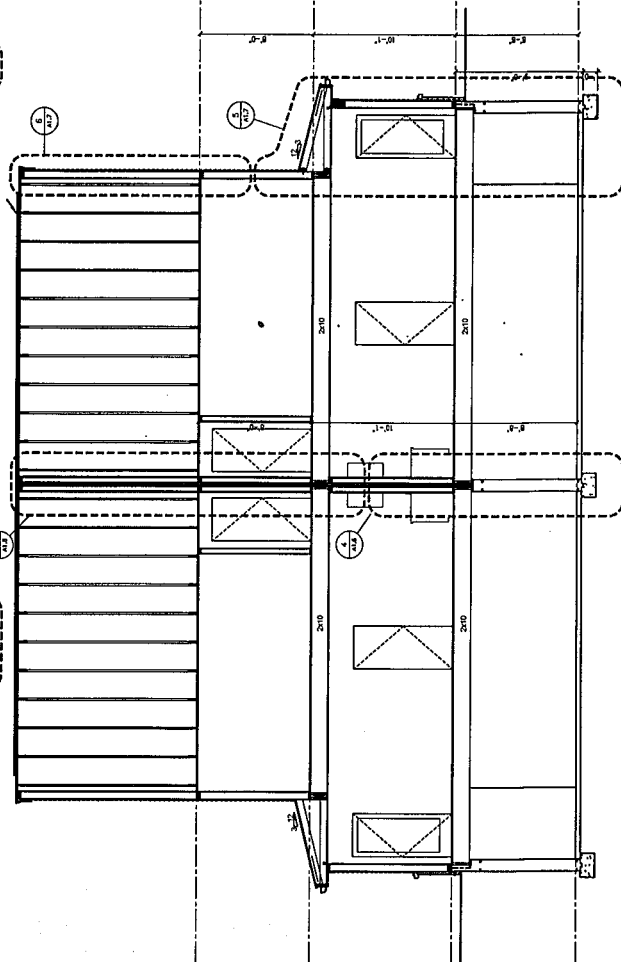
Drawn: cm

Checked: CMV

A1.1

00

A1.2



ISSUE LOG

NO.	DATE	DESCRIPTION
1	08/05/2017	ISSUED FOR PERMIT
2	08/05/2017	ISSUED FOR PERMIT
3	08/05/2017	ISSUED FOR PERMIT
4	08/05/2017	ISSUED FOR PERMIT
5	08/05/2017	ISSUED FOR PERMIT
6	08/05/2017	ISSUED FOR PERMIT
7	08/05/2017	ISSUED FOR PERMIT
8	08/05/2017	ISSUED FOR PERMIT
9	08/05/2017	ISSUED FOR PERMIT
10	08/05/2017	ISSUED FOR PERMIT

Associated Architects, LLC
 OF CENTRAL FLORIDA
 2000 UNIVERSITY BLVD., SUITE 100
 AUSTIN, TX 78701
 P: 512.476.2000 F: 512.476.2001

Associated Architects, LLC
 OF CENTRAL FLORIDA
 2000 UNIVERSITY BLVD., SUITE 100
 AUSTIN, TX 78701
 P: 512.476.2000 F: 512.476.2001

Saddlebrook
 Development
 Phase II
 Duplex-TwoFamily
 Alantown Road
 Bristol, CT

Associated Architects Project No.:
 17054

PROPOSED
 BLDG SECTIONS

DATE: 08/05/2017
 SCALE: 1/8" = 1'-0"
 DRAWN: cm
 CHECKED: CM
 A1.4

1 WALL SECTION

ISSUE LOG

Issue

Associated Architects, LLC
OF CENTRAL CONNECTICUT
-ESTABLISHED 1989-
27 NORTHWEST CORNER, PLAINVILLE, CONNECTICUT 06060
P: 860.737.2800 F: 860.737.2814

Saddlebrook
Development
Phase II
Duplex-TwoFamily

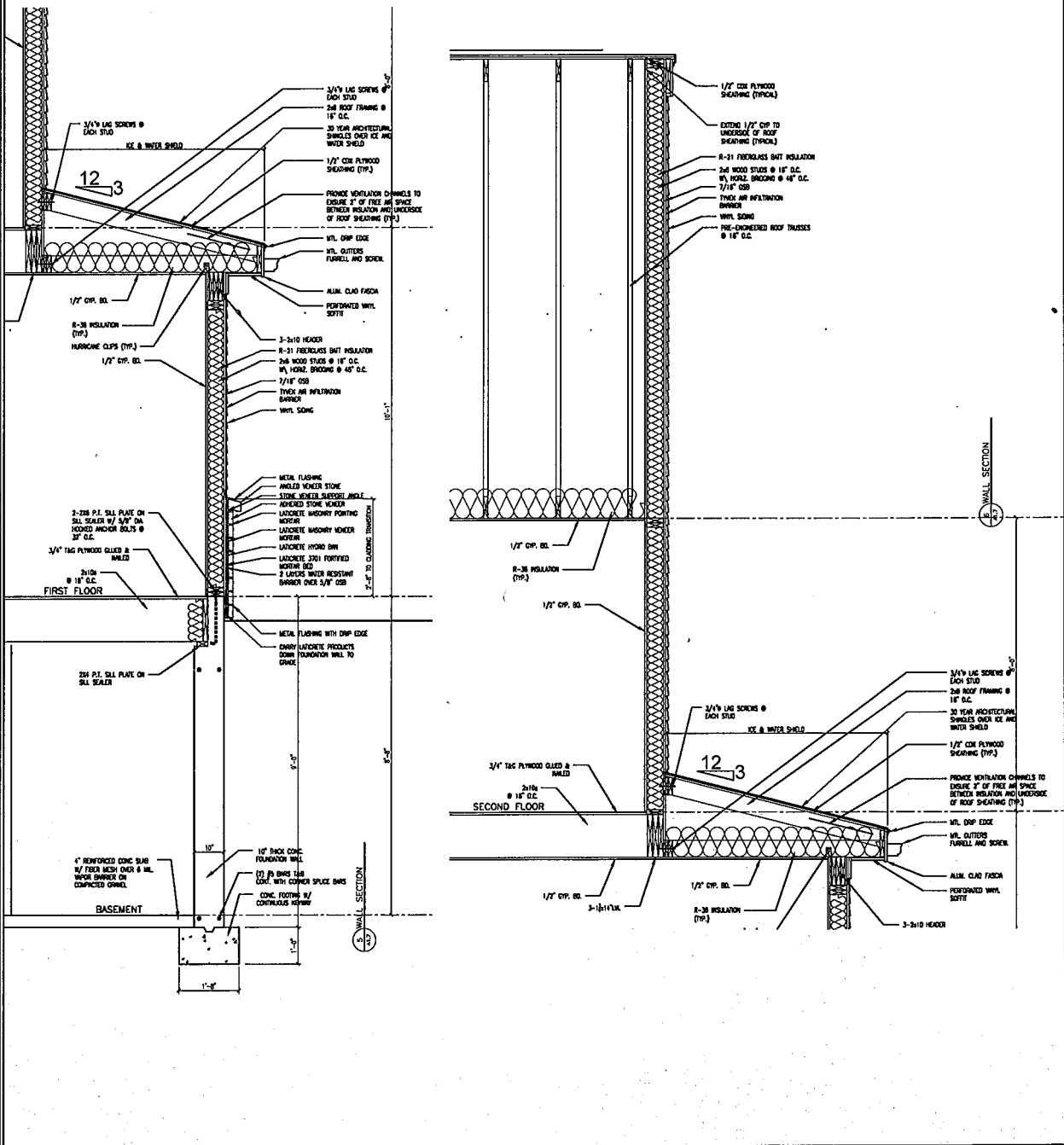
Albany Road
Bristol, CT

Associated Architects Project No.: 17020

PROPOSED WALL SECTIONS

Date: 06/05/2017
Scale: 3/4" = 1'-0"
Drawn: cm
Checked: CRY
COP

A1.7



ISSUE LOG

12/1/10

Any new sheet shall not include in the "Associated Architect's" name for the purpose of the "Associated Architect's" name.

Associated Architects, LLC
OF CONNECTICUT
ESTABLISHED 1988

24 NORTHWEST CORNER, SADDLEBROOK COMMUNITY CENTER
#1803472001, #1803472011

Any new sheet shall not include in the "Associated Architect's" name for the purpose of the "Associated Architect's" name.

Saddlebrook
Development
Phase II
Duplex-TwoFamily

Albion Road
Bristol, CT

Associated Architects Project No. 17026

PROPOSED WALL SECTIONS

DATE: 06/05/2017

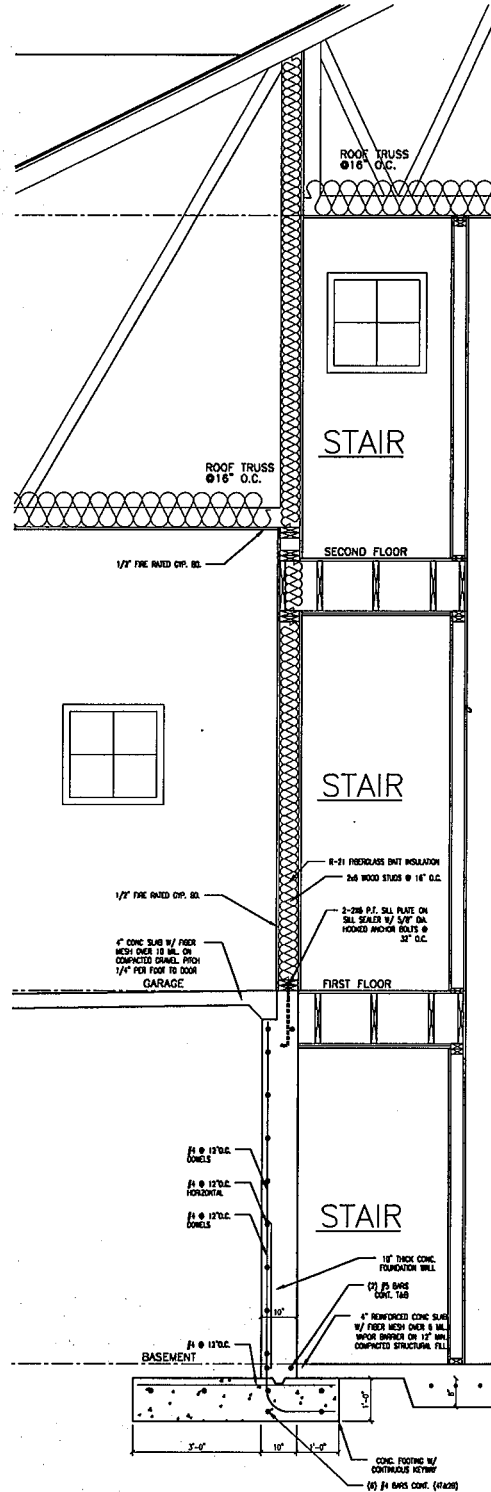
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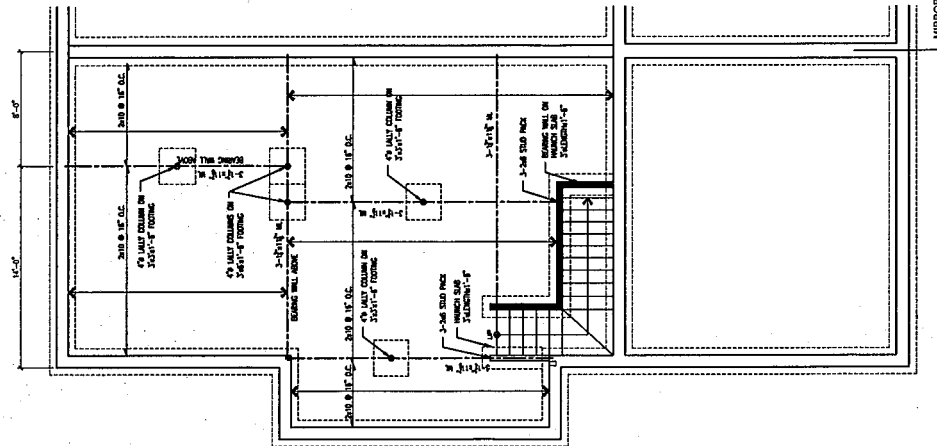
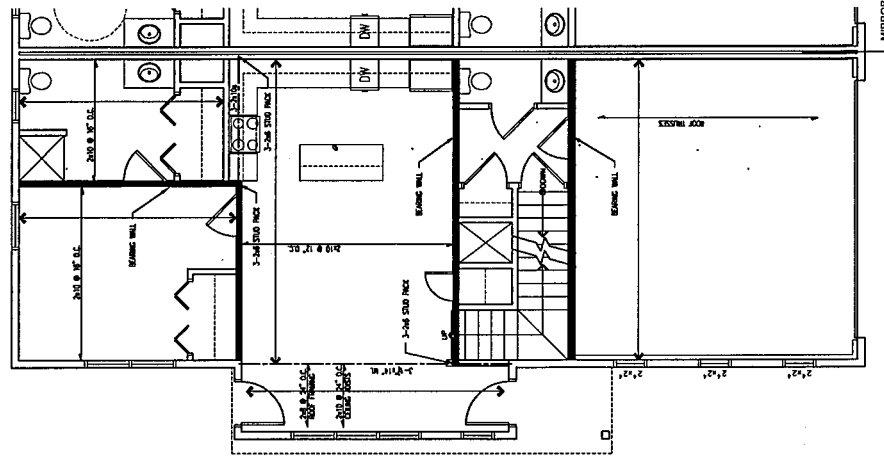
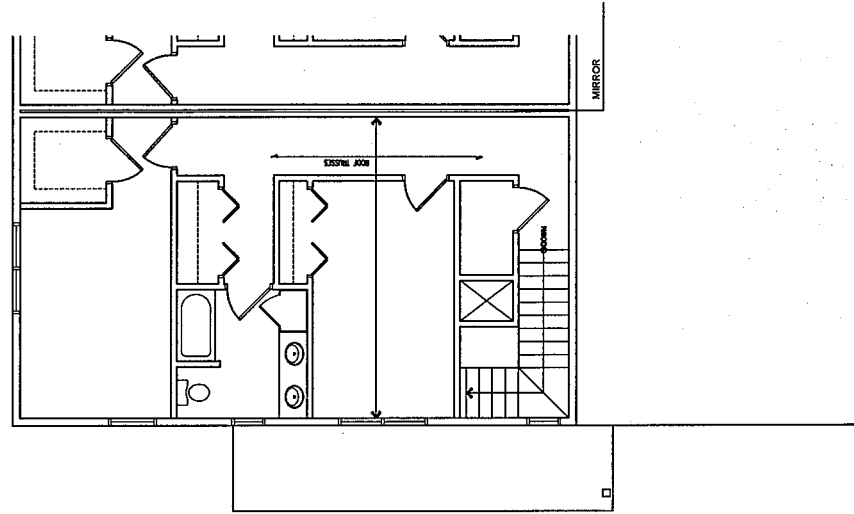
DRAWN: cm

CHECKED: cm

A1.8

03





1992E LOG TITLE DATE	ASSOCIATED ARCHITECTS, LLC OF CENTRAL CONNECTICUT -ESTABLISHED 1988- 37 NORTHWEST DRIVE, HAVENHILL, CONNECTICUT 06040 © 1992 JUL 2001 • © 1992 JUL 2014	THE DRAWING IS THE PROPERTY OF ASSOCIATED ARCHITECTS, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, REPRODUCED, OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF ASSOCIATED ARCHITECTS, LLC.	Saddlebrook Development Phase II Duplex-TwoFamily	A1.10
ASSOCIATED ARCHITECTS PROJECT NO.: 17020	ASSOCIATED ARCHITECTS PROJECT NO.: 17020	DATE: 08/05/2017 SCALE: 1/8" = 1'-0" DRAWN: cm CHECKED: CBN DATE:	Framing Plans	17020

EXHIBIT A-5

CERTIFICATE

Re: SADDLEBROOK, a condominium development, situated on the northerly side of Allentown Road in the City of Bristol, County of Hartford and State of Connecticut, which premises are more particularly shown on a survey plan entitled "Lot 14 on a certain map entitled, "MAP SHOWING OPEN SPACE PARCELS 14 & 14A ALLENTOWN ROAD, BRISTOL, CT. August 2006, PREPARED FOR: SOUTHERN WOODS DEVELOPERS, LLC. P.O. BOX 84 BRISTOL, CT 06010, R.R. HILTBRAND ENGINEERS and SURVEYORS 340 MAPLE AVENUE BRISTOL, CONNECTICUT 06010 (860) 582-4548" and previously recorded in the Land Records of the City of Bristol.

I hereby certify, to the best of my knowledge and belief:

1. The undersigned engineer/surveyor is licensed by the State of Connecticut.
2. To the best of his knowledge, information and belief, all structural components of the buildings containing Units 31 and 32 Brookview Circle in SADDLEBROOK are substantially complete in accordance with the Plans attached to the Declaration as Exhibit A-4 and the Survey attached to the Declaration as Exhibit A-3, as amended.
3. Said Certificate is made pursuant to the provisions of Connecticut General Statutes, Section 47-220 of the Common Interest Ownership Act.
4. The undersigned certifies that he does not have any legal or equitable ownership interest in either condominium unit.

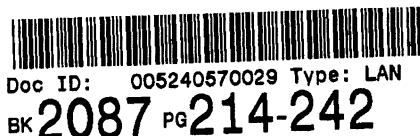
R.R. Hiltbrand Engineers and Surveyors

Dated: 6-28-18

By: Robert R. Hiltbrand
Registered Engineer/Surveyor

Received for Record at Bristol, CT
On 06/29/2018 At 12:11:10 pm

Theresa Pac Town Clerk
Theresa Pac



Return to:
Bryan F. Meccariello, Esq.
P.O. Box 874
Southington, CT 06489

NINTH AMENDMENT TO DECLARATION

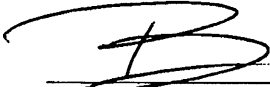
FRAGOLA ENTERPRISES, LLC, a Connecticut Limited Liability Company, as Successor Declarant to **ALLENTOWN CONDOS, LLC**, a Connecticut limited liability company, with a mailing address of 865 West Queen Street, Southington, Connecticut 06489, with respect to certain Special Declarant Rights and Development Rights (the "Rights") assigned to it by instrument recorded in Volume 1984, Page 1056 of the Bristol Land Records, which Rights exist with respect to Saddlebrook, a common interest community the Declaration of which is dated November 14, 2007 and record April 9, 2008 and recorded in Volume 1769 at Page 954, as amended by the First Amendment to Declaration which Amendment is dated and recorded April 10, 2008 in Volume 1769 at Page 1221 of the Bristol Land Records, and the Second Amendment to Declaration which amendment is dated September 17, 2008 and recorded September 26, 2008 in Volume 1784 at Page 1179 of the Bristol Land Records, and the Third Amendment to Declaration which Amendment is recorded July 2, 2009 in Volume 1808 at Page 1233 of the Bristol Land Records, the Fourth Amendment to Declaration which Amendment is recorded July 7, 2010 in Volume 1842 at Page 252 of the Bristol Land Records and the Fifth Amendment to Declaration which Amendment is recorded July 18, 2011 in Volume 1873 at Page 686 of the Bristol Land Records, the Sixth Amendment to Declaration which Amendment is recorded March 31, 2014 in Volume 1963 at Page 548 of the Bristol Land Records, the Seventh Amendment to Declaration which Amendment is recorded August 14, 2012 in Volume 2013 at Page 1239-1246 of the Bristol Land Records, and the Eighth Amendment to Declaration which Amendment is recorded June 29, 2018 in Volume 2083 at Page 612 of the Bristol Land Records, acting in the exercise of the Rights, hereby amends the original Declaration and all subsequent Amendments accordingly, as follows:

1. Exhibits A-2 are replaced with attached Exhibit A-2;
2. Exhibits A-3 are replaced with attached Exhibit A-3;
3. Exhibits A-4 are supplemented by attached Exhibit A-4; and
3. Exhibits A-5 are supplemented by attached Exhibit A-5.

In witness whereof, the Successor Declarant has caused this Amendment to be executed this 30th day of July, 2018.

Signed, Sealed and Delivered
in the Presence of:

FRAGOLA ENTERPRISES, LLC



BRYAN F. MECCARIELLO

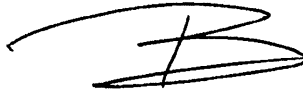
By 

FRANK FRAGOLA, Member



STATE OF CONNECTICUT)
) ss. Southington
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 30th day of July, 2018, by **FRANK FRAGOLA**, Member of **FRAGOLA ENTERPRISES, LLC**, in such capacity on behalf of said limited liability company.



BRYAN F. MECCARIELLO
Commissioner of the Superior Court

EXHIBIT A-2**TABLE OF INTERESTS**

<u>Unit Nos.</u>	<u>Percentage Share of Common Elements/Expenses</u>	<u>Votes in the Association</u>
1 Brookview	4.00%	1
2 Brookview	4.00%	1
3 Brookview	3.70%	1
4 Brookview	3.70%	1
6 Brookview	4.00%	1
8 Brookview	4.00%	1
18 Brookview	4.00%	1
20 Brookview	4.00 %	1
22 Brookview	3.70%	1
24 Brookview	3.50%	1
26 Brookview	3.50%	1
27 Brookview	3.70%	1
28 Brookview	3.70%	1
30 Brookview	3.70%	1
31 Brookview	3.70%	1
32 Brookview	3.70%	1
101 Turtlebrook	4.00%	1
102 Turtlebrook	4.00%	1
103 Turtlebrook	4.00%	1
104 Turtlebrook	4.00%	1
105 Turtlebrook	4.00%	1
106 Turtlebrook	4.00%	1
107 Turtlebrook	3.70%	1
108 Turtlebrook	3.70%	1
110 Turtlebrook	4.00%	1
112 Turtlebrook	4.00%	1

EXHIBIT A-3

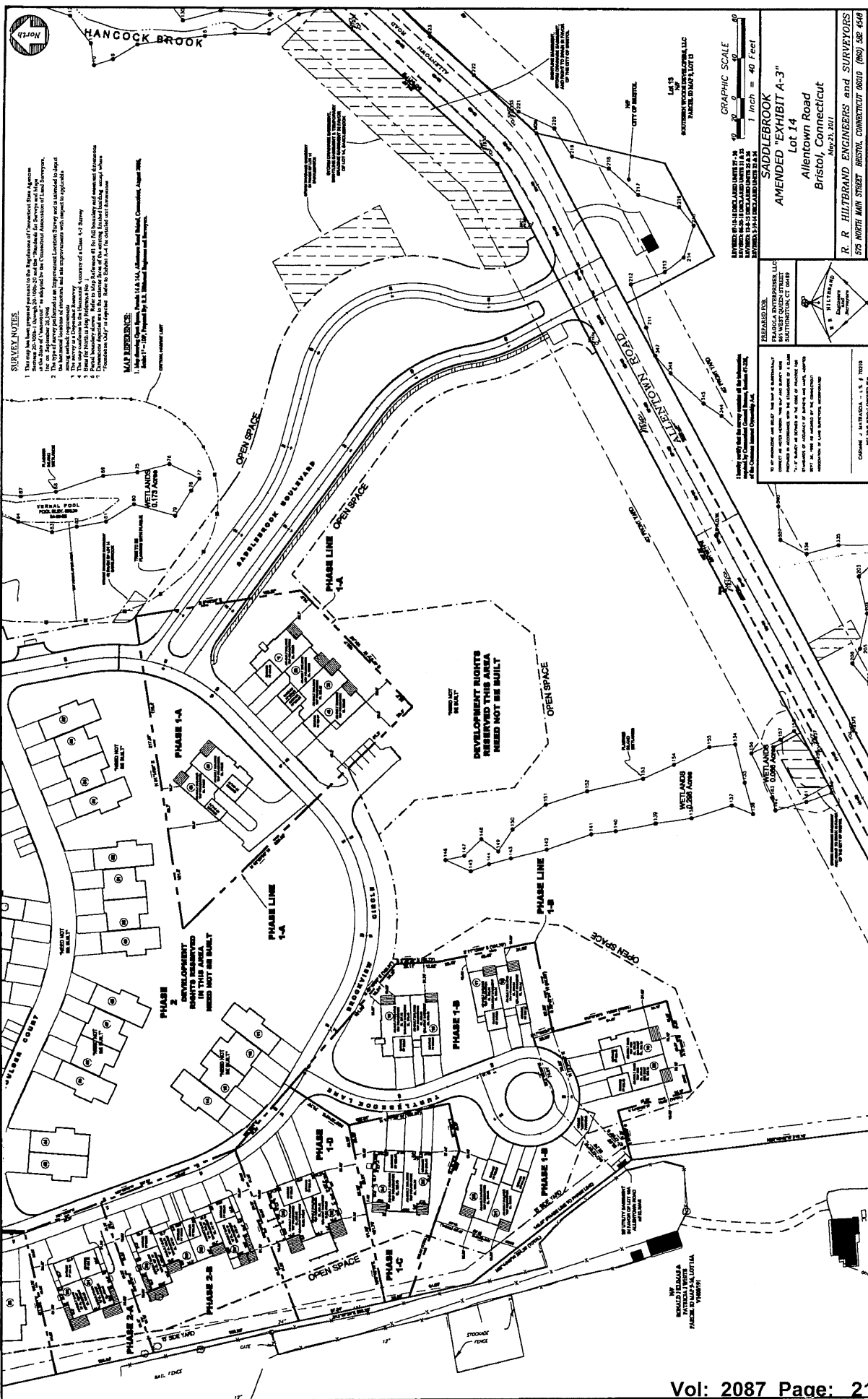
MAP

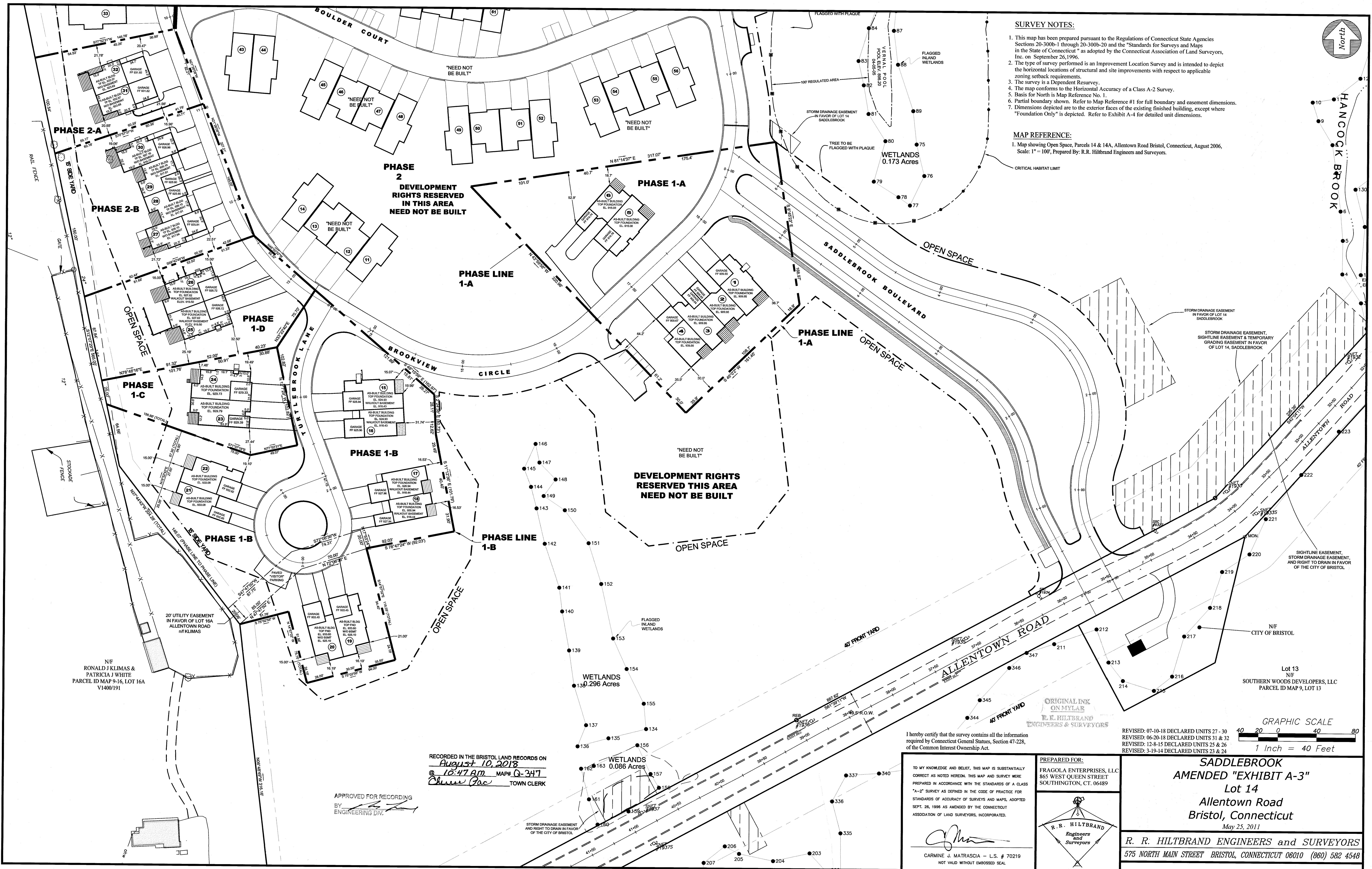
(Mylar to be filed with the Office of the Bristol City Clerk)

SADDLEBROOK "AMENDED EXHIBIT A-3", Lot 14, Allentown
Road, Bristol, Connecticut May 25, 2011 revised July 10, 2018, for
DECLARED UNITS 27 & 30.

R.R. Hiltbrand Engineers and Surveyors
575 North Main Street
Bristol, Connecticut 06010 (860) 582-4548"
Scale: 1"=40'

Prepared for:
Fragola Enterprises, LLC
865 West Queen Street
Southington, Connecticut 06489





SURVEY NOTES:

1. This map has been prepared pursuant to the Regulations of Connecticut State Agencies Sections 20-300b-1 through 20-300b-20 and the "Standards for Surveys and Maps in the State of Connecticut" as adopted by the Connecticut Association of Land Surveyors, Inc. on September 26, 1996.
2. The type of survey performed is an Improvement Location Survey and is intended to depict the horizontal locations of structural and site improvements with respect to applicable zoning setback requirements.
3. The survey is a Dependent Resurvey.
4. The map conforms to the Horizontal Accuracy of a Class A-2 Survey.
5. Basis for North is Map Reference No. 1.
6. Partial boundary shown. Refer to Map Reference #1 for full boundary and easement dimensions.
7. Dimensions depicted are to the exterior faces of the existing finished building, except where "Foundation Only" is depicted. Refer to Exhibit A-4 for detailed unit dimensions.

MAP REFERENCE:

1. Map showing Open Space, Parcels 14 & 14A, Allentown Road Bristol, Connecticut, August 2006, Scale: 1" = 100', Prepared By: R.R. Hiltbrand Engineers and Surveyors.

RECORDED IN THE BRISTOL LAND RECORDS ON
August 10, 2018
10:47 AM MAP# Q-347
Chris Pac TOWN CLERK

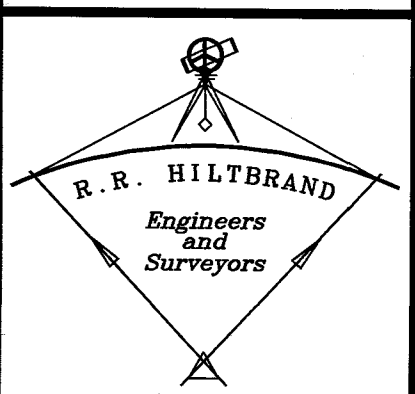
APPROVED FOR RECORDING
BY 
ENGINEERING DIV.

I hereby certify that the survey contains all the information required by Connecticut General Statutes, Section 47-228, of the Common Interest Ownership Act.

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON. THIS MAP AND SURVEY WERE PREPARED IN ACCORDANCE WITH THE STANDARDS OF A CLASS "A-2" SURVEY AS DEFINED IN THE CODE OF PRACTICE FOR STANDARDS OF ACCURACY OF SURVEYS AND MAPS, ADOPTED SEPT. 26, 1996 AS AMENDED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INCORPORATED.


CARMINE J. MATRASCA - L.S. # 70219
NOT VALID WITHOUT EMBOSSED SEAL

PREPARED FOR:
FRAGOLA ENTERPRISES, LLC
865 WEST QUEEN STREET
SOUTHINGTON, CT. 06489



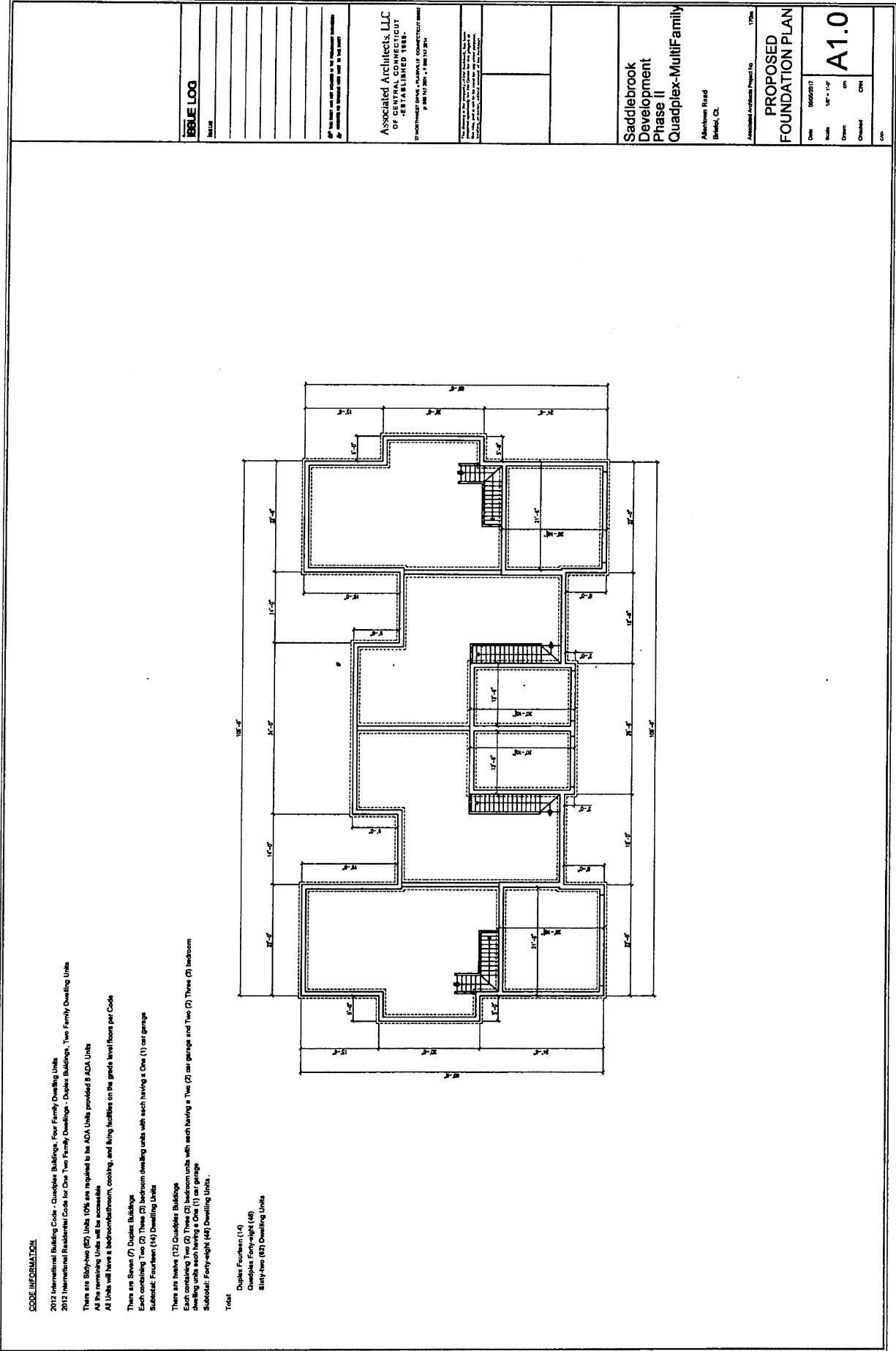
REVISED: 07-10-18 DECLARED UNITS 27 - 30
REVISED: 06-20-18 DECLARED UNITS 31 & 32
REVISED: 12-8-15 DECLARED UNITS 25 & 26
REVISED: 3-19-14 DECLARED UNITS 23 & 24

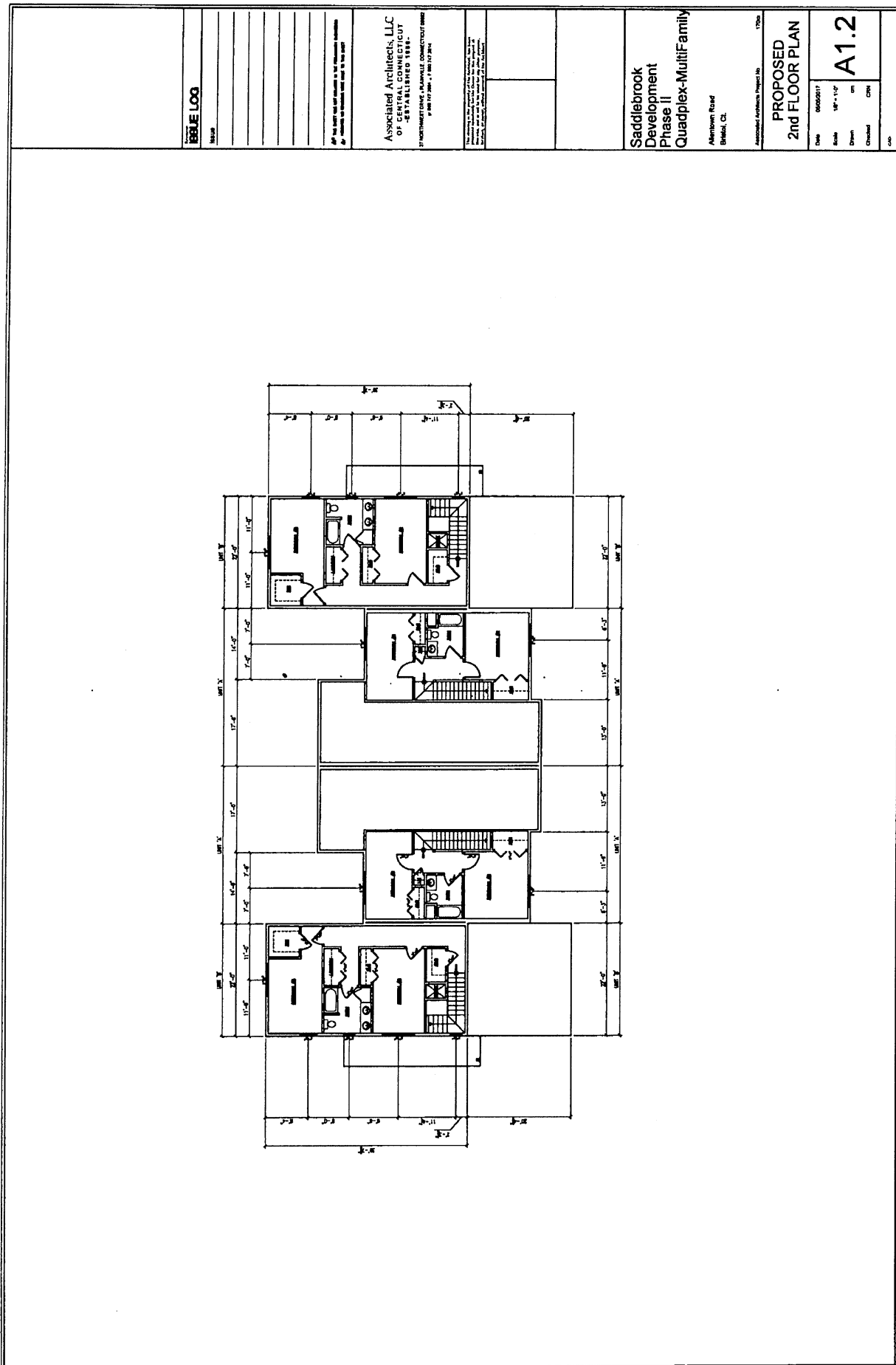
SADDLEBROOK
AMENDED "EXHIBIT A-3"
Lot 14
Allentown Road
Bristol, Connecticut
May 25, 2011
R. R. HILTBRAND ENGINEERS and SURVEYORS
575 NORTH MAIN STREET BRISTOL, CONNECTICUT 06010 (860) 582 4548

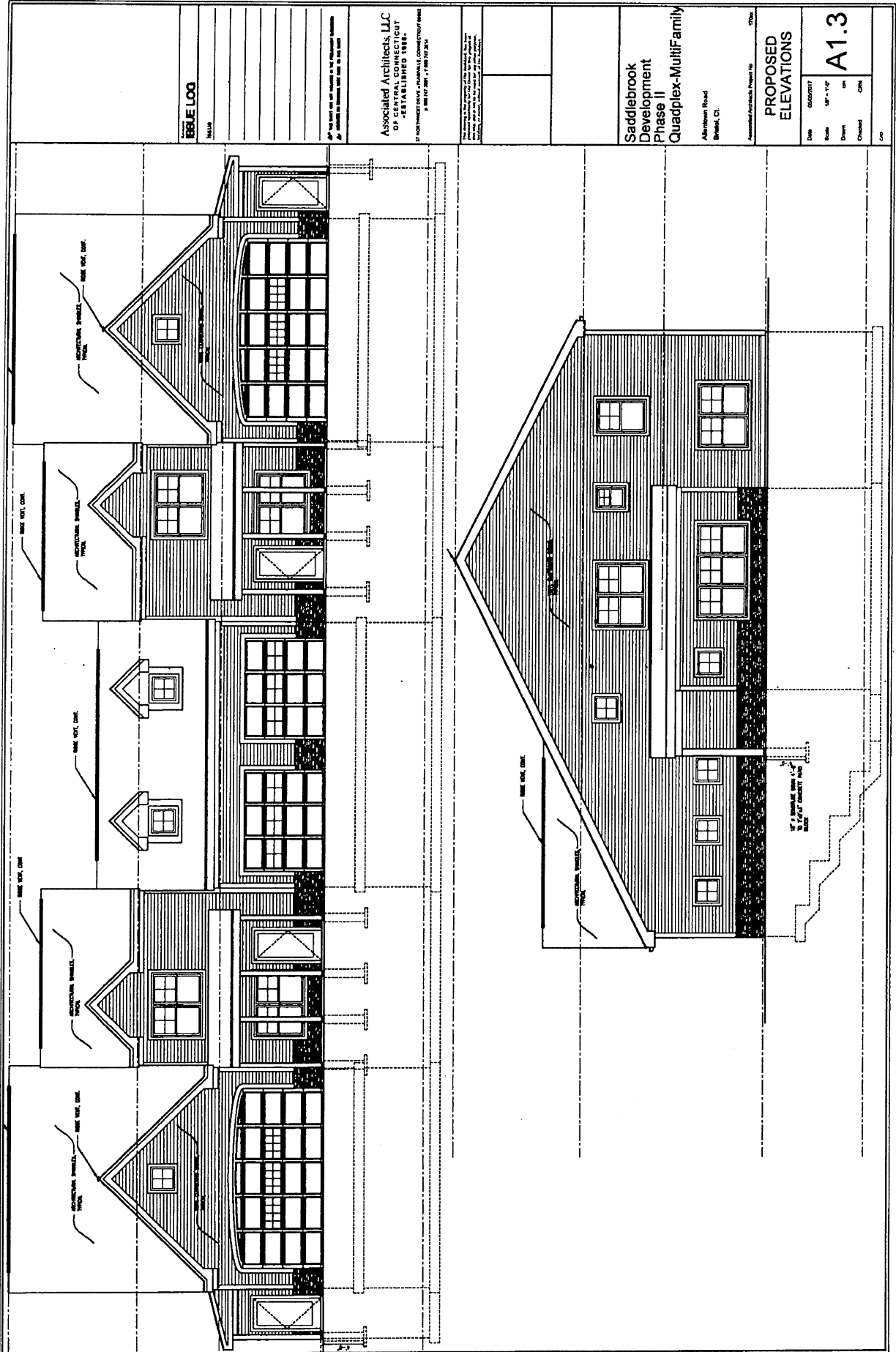
EXHIBIT A-4

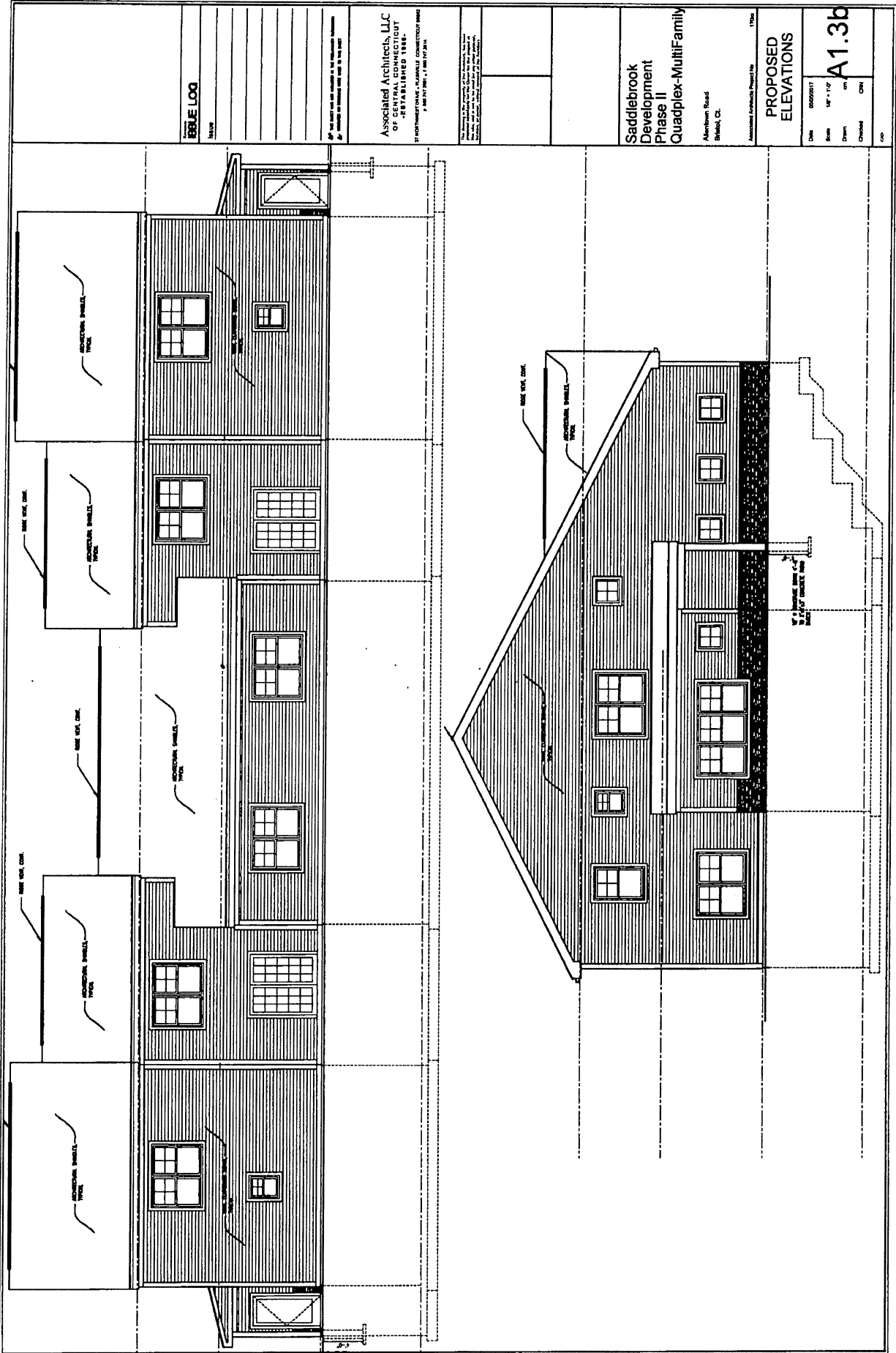
PLANS

Reference is made to the attached set of Plans A1.1 - A1.12
for Units 27 and 30 Brookview Circle, Bristol, Connecticut 06010.









BLUE LOG

NAME

FOR ALL WORK NOT SHOWN IN THE FOLLOWING ELEVATIONS
OR SPECIFIED IN THE CONTRACT, SEE THE BLUE LOG

Associated Architects, LLC
OF CENTRAL CONNECTICUT
ESTABLISHED 1988
50 HUNTER STREET, HARTFORD, CONNECTICUT 06103
P 860 747 2611 F 860 747 2614

The drawings are prepared by the Architect, who is not responsible for the accuracy of the information provided by the client. The Architect is not responsible for the accuracy of the information provided by the client.

Saddlebrook
Development
Phase II
Quaddex-MultiFamily

Middletown Road
Bridgewater, CT

Associated Architects Project No. 17000

PROPOSED
ELEVATIONS

DATE 05/05/2017

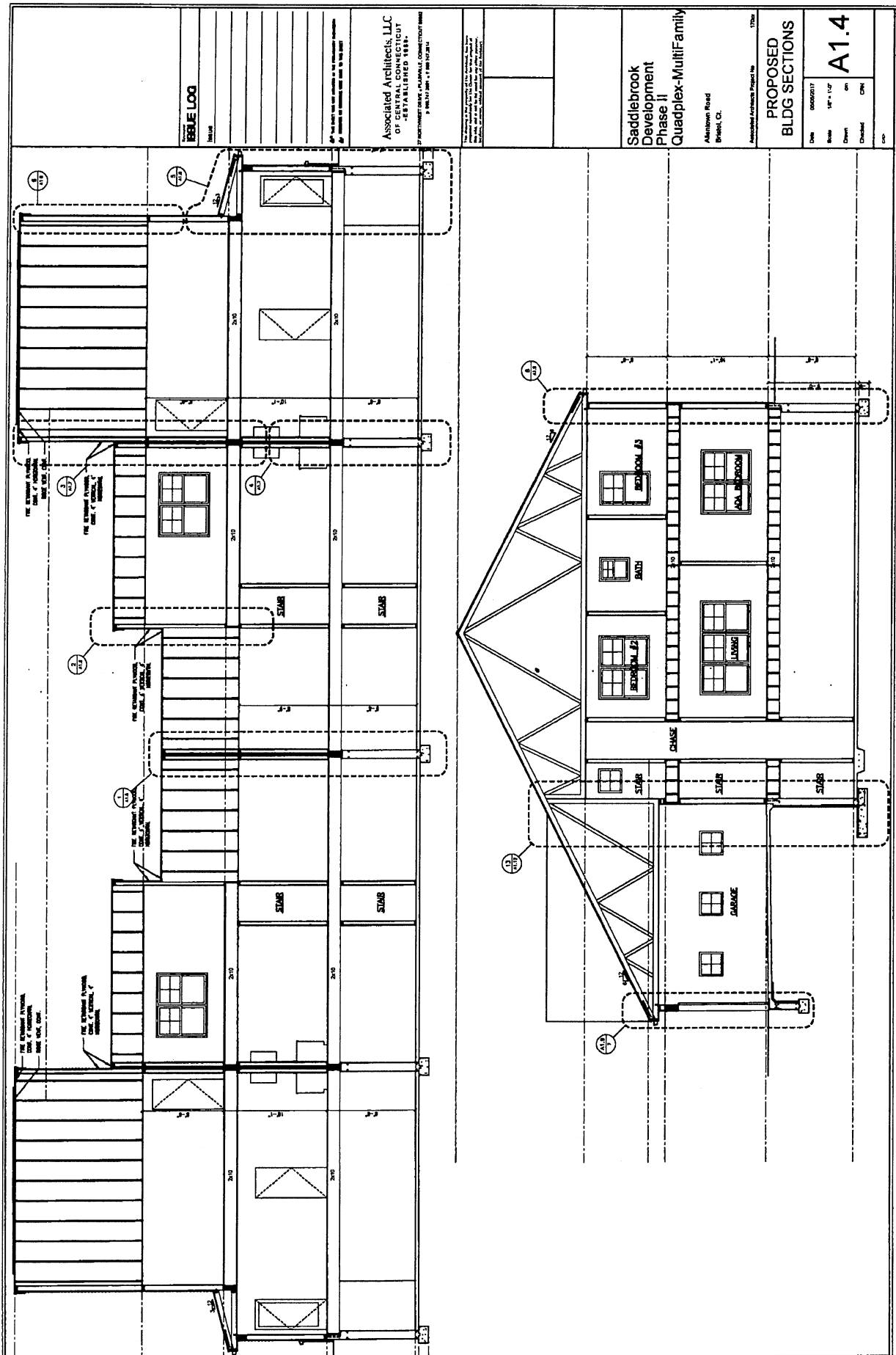
SCALE 1/8" = 1'-0"

Drawn by

Checked by

Copy

A1.3b



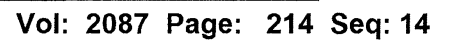
The image contains two architectural drawings of a proposed building section. The top drawing is a front elevation showing a two-story structure with a gabled roof, a large front porch, and a side entrance. The bottom drawing is a floor plan showing the interior layout, including a living room, kitchen, dining area, and bedrooms. The drawings are labeled with dimensions and room names.

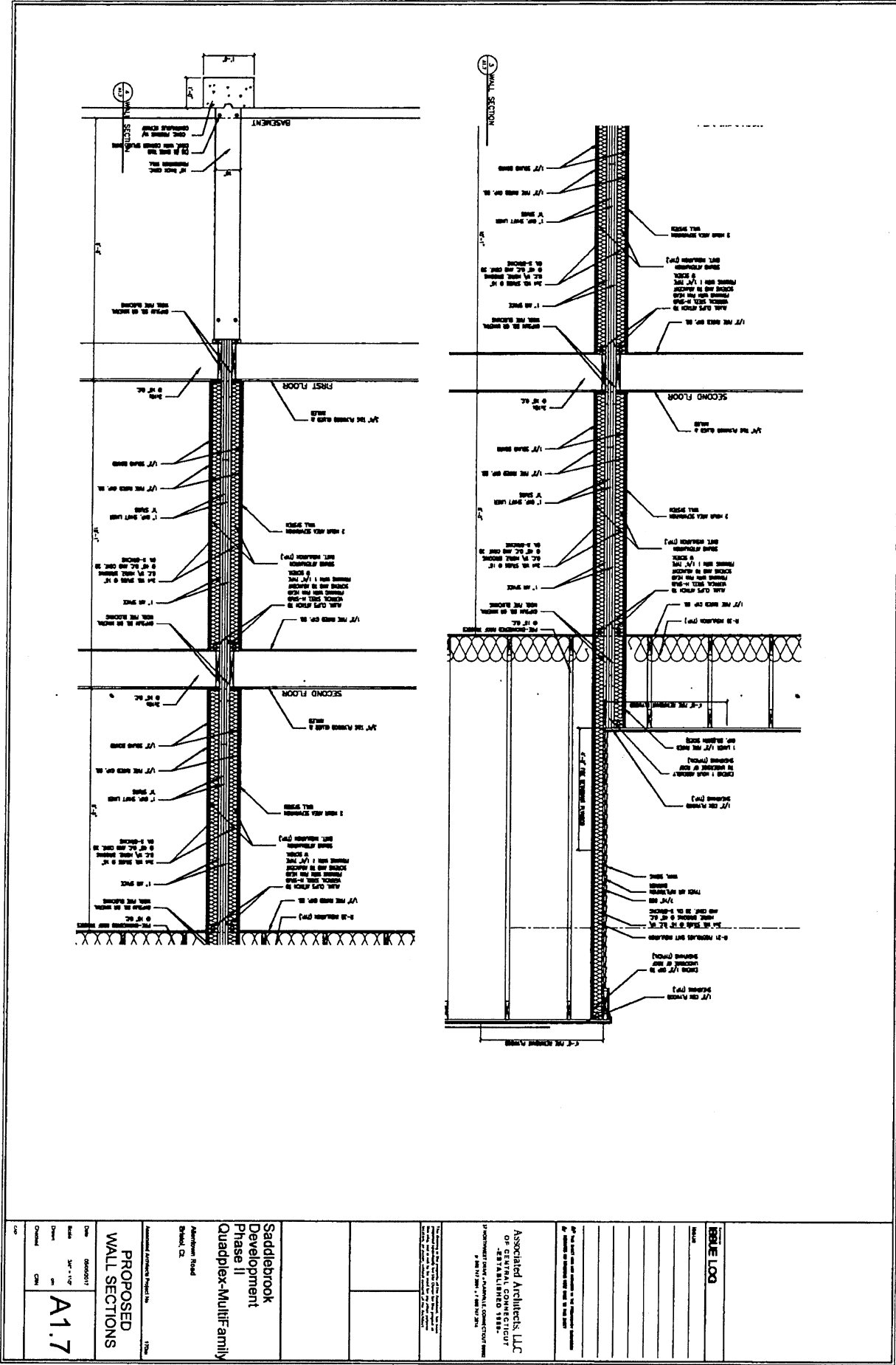
Front Elevation Labels:

- Garage
- Living
- Dining
- Bedroom #1
- 10'-0"
- 12'-0"
- 14'-0"
- 16'-0"
- 18'-0"
- 20'-0"
- 22'-0"
- 24'-0"
- 26'-0"
- 28'-0"
- 30'-0"
- 32'-0"
- 34'-0"
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- 54'-0"
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- 76'-0"
- 78'-0"
- 80'-0"
- 82'-0"
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- 92'-0"
- 94'-0"
- 96'-0"
- 98'-0"
- 100'-0"

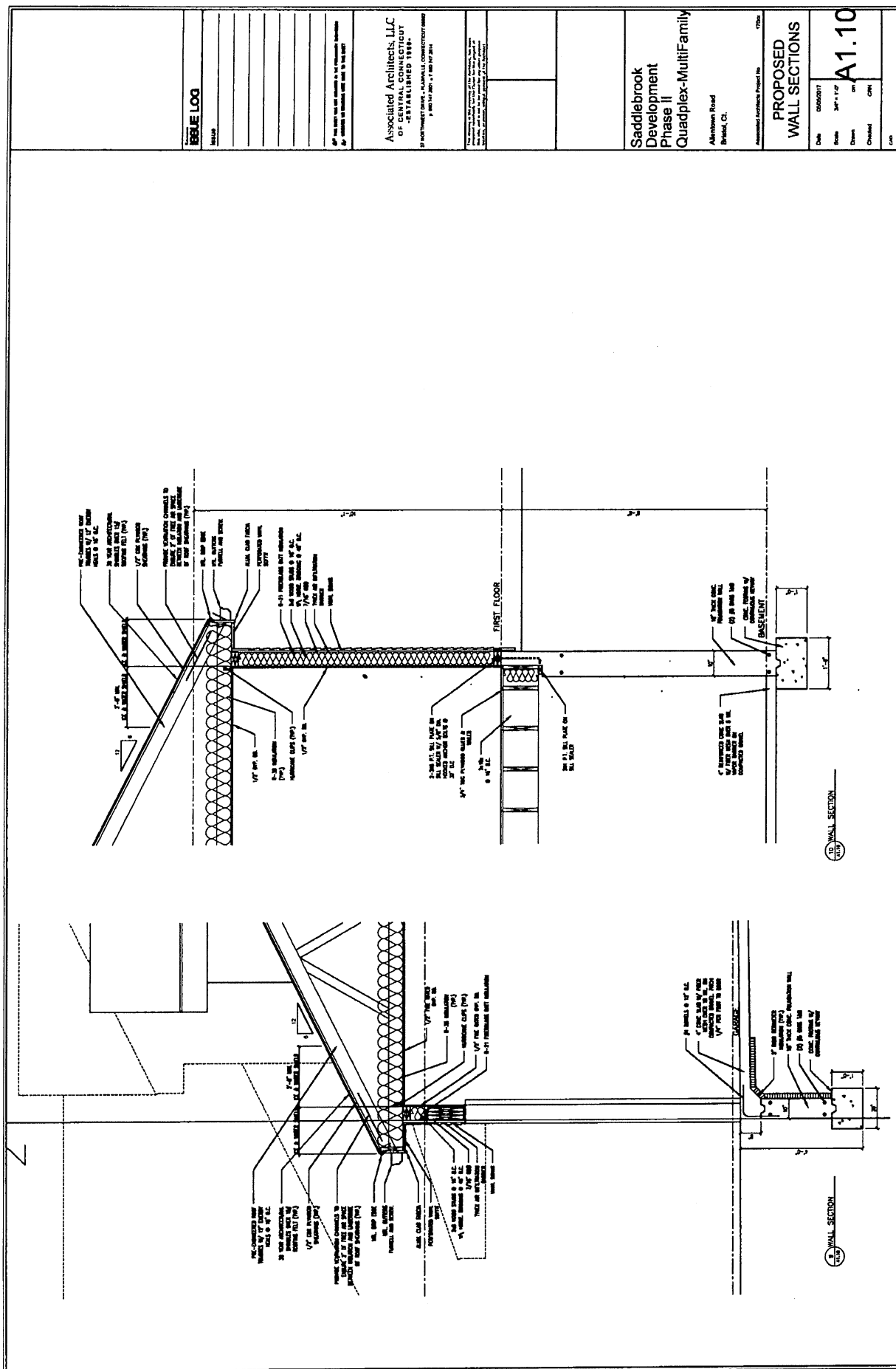
Floor Plan Labels:

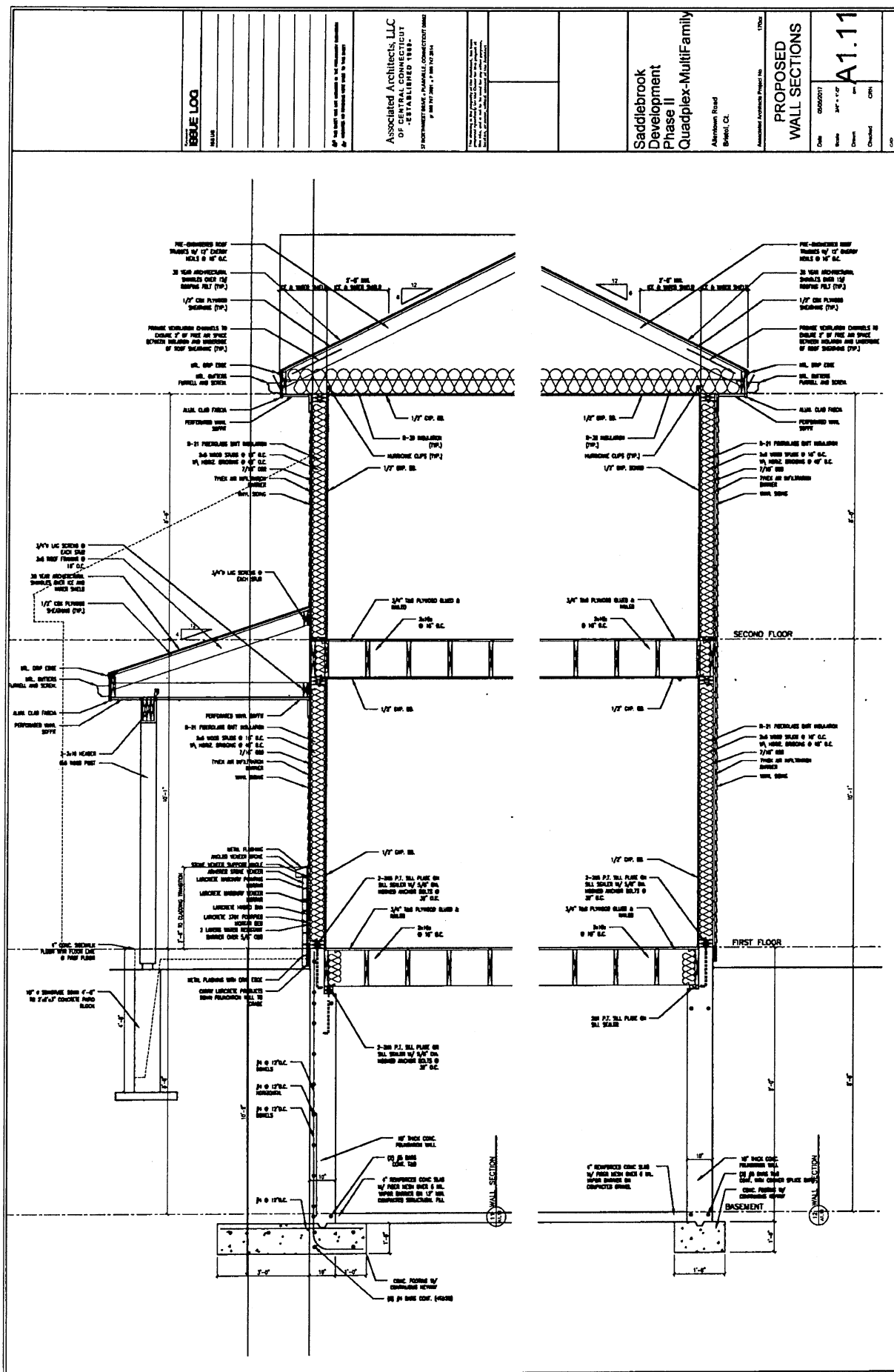
- Garage
- Living
- Dining
- Kitchen
- Bedroom #1
- Bedroom #2
- Hallway
- 10'-0"
- 12'-0"
- 14'-0"
- 16'-0"
- 18'-0"
- 20'-0"
- 22'-0"
- 24'-0"
- 26'-0"
- 28'-0"
- 30'-0"
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- 96'-0"
- 98'-0"
- 100'-0"

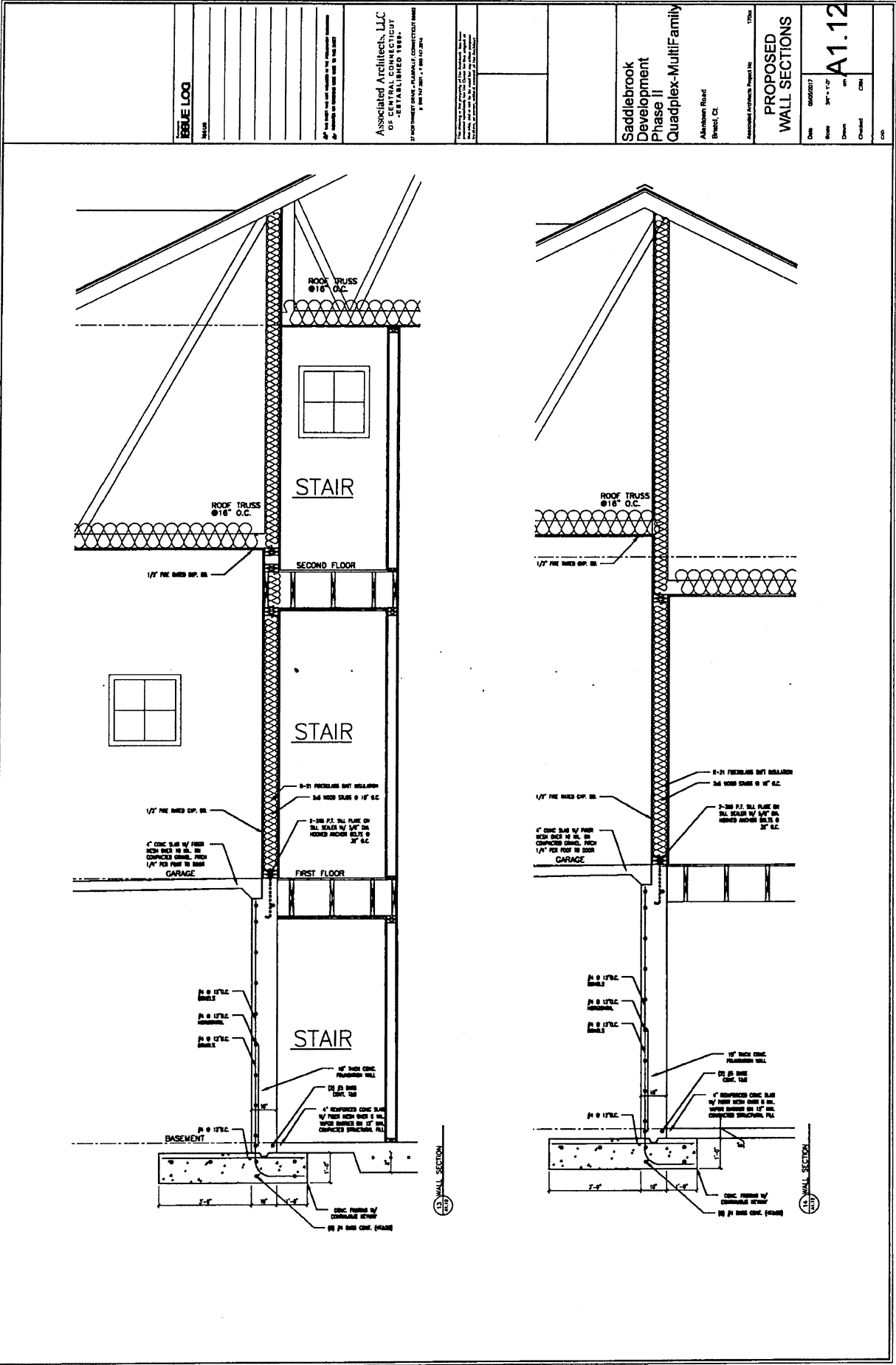


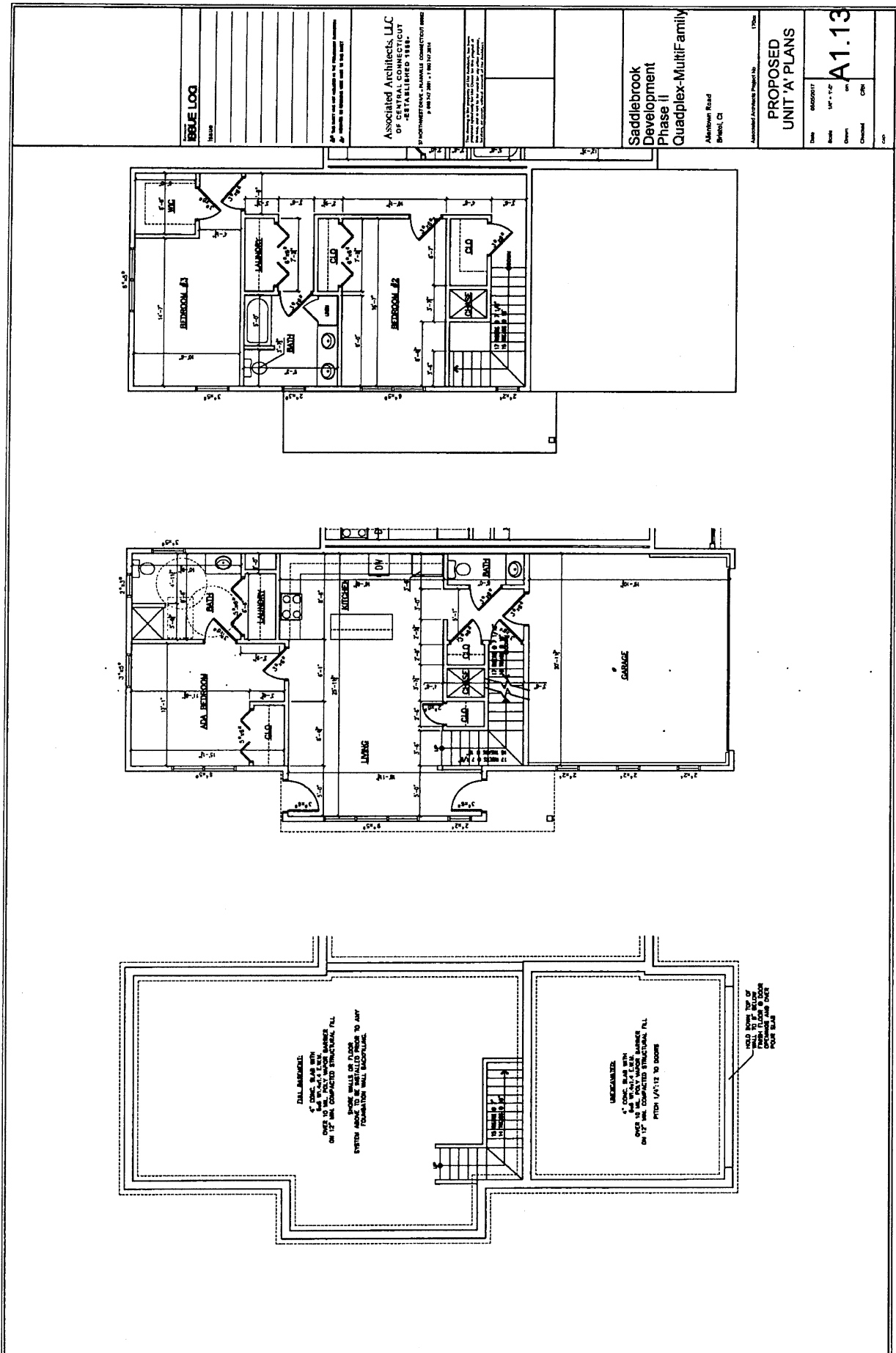


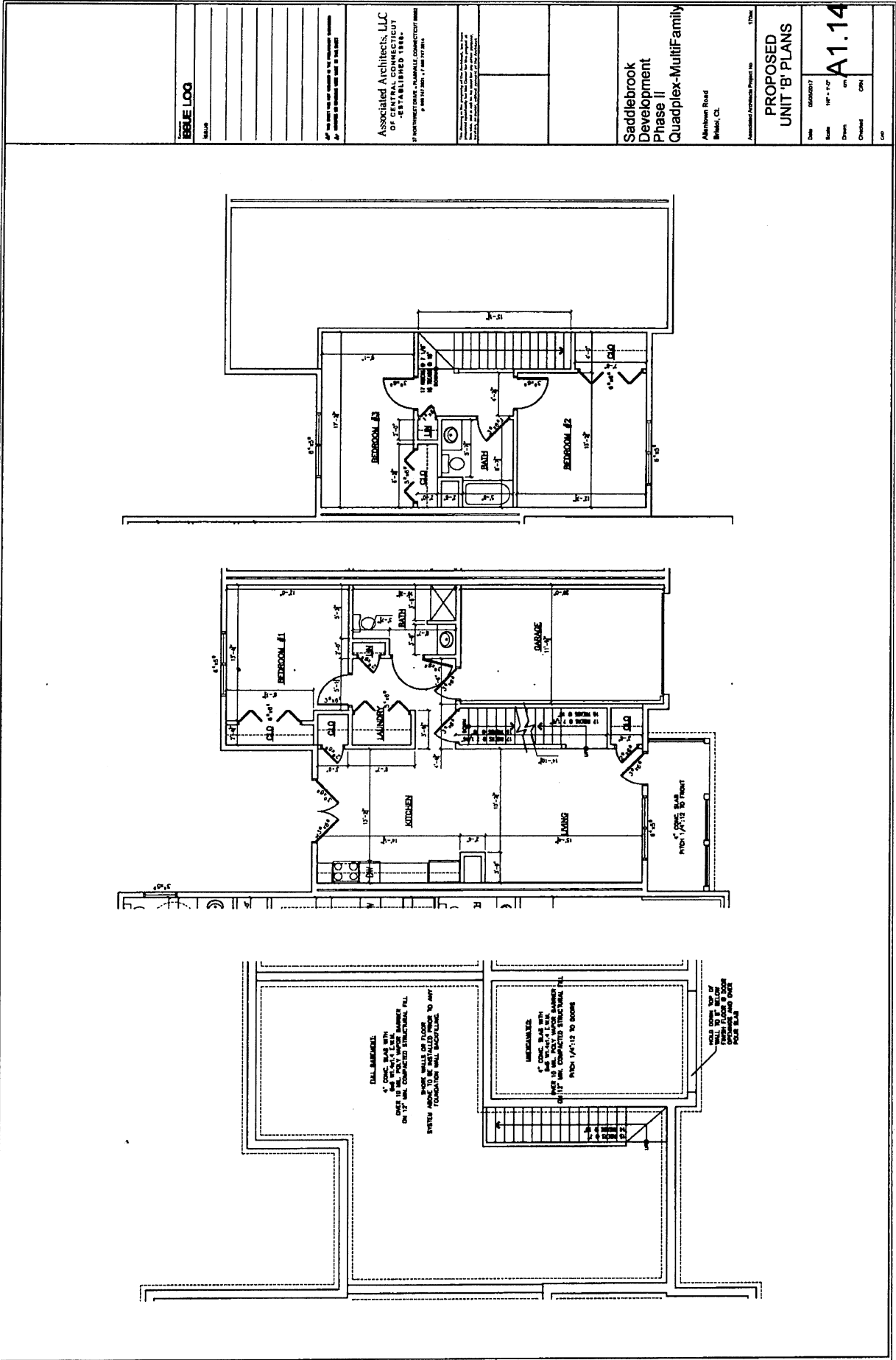
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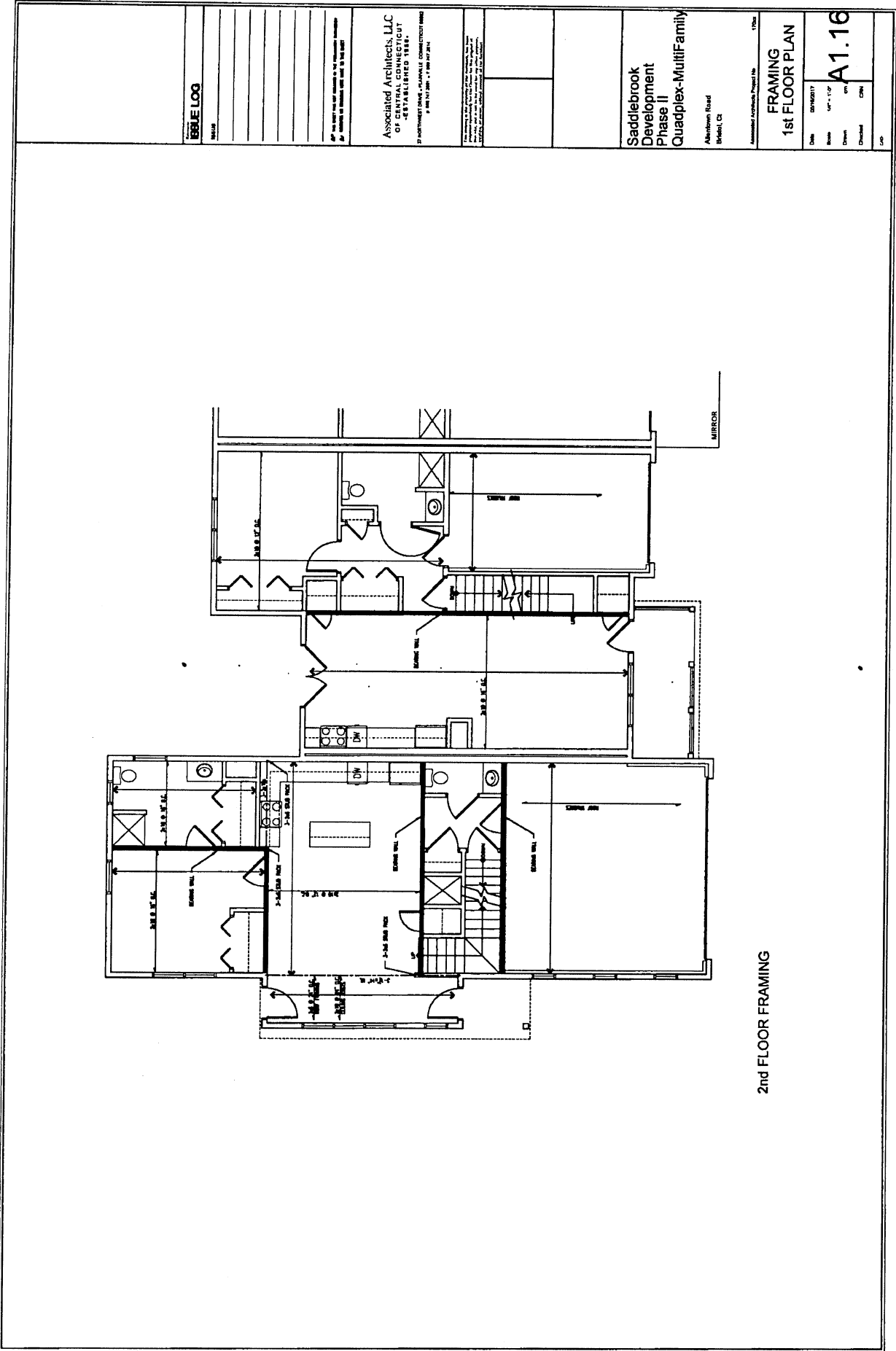












Architectural drawing of the 2nd floor framing for a duplex. The drawing shows two symmetrical units separated by a central stairwell. Each unit includes a kitchen, living area, and bedrooms. Dimensions are provided for various sections. A north arrow is located in the upper right corner. The title "2nd FLOOR FRAMING" is at the bottom center.

Vol: 2087 Page: 214 Seq: 27

[illegible]

EXHIBIT A-5

CERTIFICATE

Re: SADDLEBROOK, a condominium development, situated on the northerly side of Allentown Road in the City of Bristol, County of Hartford and State of Connecticut, which premises are more particularly shown on a survey plan entitled "Lot 14 on a certain map entitled, "MAP SHOWING OPEN SPACE PARCELS 14 & 14A ALLENTOWN ROAD, BRISTOL, CT. August 2006, PREPARED FOR: SOUTHERN WOODS DEVELOPERS, LLC. P.O. BOX 84 BRISTOL, CT 06010, R.R. HILTBRAND ENGINEERS and SURVEYORS 340 MAPLE AVENUE BRISTOL, CONNECTICUT 06010 (860) 582-4548" and previously recorded in the Land Records of the City of Bristol.

I hereby certify, to the best of my knowledge and belief:

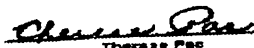
1. The undersigned engineer/surveyor is licensed by the State of Connecticut.
2. To the best of his knowledge, information and belief, the buildings containing Units 27 and 30 Brookview Circle in SADDLEBROOK are located as shown on the As-Built Survey Map attached to the Declaration as Exhibit A-3, as amended.
3. Said Certificate is made pursuant to the provisions of Connecticut General Statutes, Section 47-220 of the Common Interest Ownership Act.
4. The undersigned certifies that he does not have any legal or equitable ownership interest in either condominium unit.

R.R. Hiltbrand Engineers and Surveyors

Dated: 07/30/2018

By: s/s Robert R. Hiltbrand
Registered Engineer/Surveyor

Received for Record at Bristol, CT
On 08/10/2018 At 10:08:44 am

 Town Clerk
Theresa Pao



Doc ID: 005267610006 Type: LAN

BK 2095 PG 478-483

Return to:
Bryan F. Meccariello, Esq.
P.O. Box 874
Southington, CT 06489

TENTH AMENDMENT TO DECLARATION

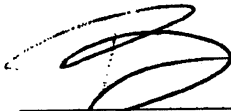
FRAGOLA ENTERPRISES, LLC, a Connecticut Limited Liability Company, as Successor Declarant to **ALLENTOWN CONDOS, LLC**, a Connecticut limited liability company, with a mailing address of 865 West Queen Street, Southington, Connecticut 06489, with respect to certain Special Declarant Rights and Development Rights (the "Rights") assigned to it by instrument recorded in Volume 1984, Page 1056 of the Bristol Land Records, which Rights exist with respect to Saddlebrook, a common interest community the Declaration of which is dated November 14, 2007 and record April 9, 2008 and recorded in Volume 1769 at Page 954, as amended by the First Amendment to Declaration which Amendment is dated and recorded April 10, 2008 in Volume 1769 at Page 1221 of the Bristol Land Records, and the Second Amendment to Declaration which amendment is dated September 17, 2008 and recorded September 26, 2008 in Volume 1784 at Page 1179 of the Bristol Land Records, and the Third Amendment to Declaration which Amendment is recorded July 2, 2009 in Volume 1808 at Page 1233 of the Bristol Land Records, the Fourth Amendment to Declaration which Amendment is recorded July 7, 2010 in Volume 1842 at Page 252 of the Bristol Land Records and the Fifth Amendment to Declaration which Amendment is recorded July 18, 2011 in Volume 1873 at Page 686 of the Bristol Land Records, the Sixth Amendment to Declaration which Amendment is recorded March 31, 2014 in Volume 1963 at Page 548 of the Bristol Land Records, the Seventh Amendment to Declaration which Amendment is recorded August 14, 2012 in Volume 2013 at Page 1239-1246 of the Bristol Land Records, the Eighth Amendment to Declaration which Amendment is recorded June 29, 2018 in Volume 2083 at Page 612 of the Bristol Land Records and the Ninth Amendment to Declaration which Amendment is recorded August 10, 2018 in Volume 2087 at Page 214 of the Bristol Land Records acting in the exercise of the Rights, hereby amends the original Declaration and all subsequent Amendments accordingly, as follows:

1. Exhibits A-2 are replaced with attached Exhibit A-2;
2. Exhibits A-3 are replaced with attached Exhibit A-3;
3. Exhibits A-4 are supplemented by attached Exhibit A-4; and
3. Exhibits A-5 are supplemented by attached Exhibit A-5.

In witness whereof, the Successor Declarant has caused this Amendment to be executed this 27th day of November, 2018.

Signed, Sealed and Delivered
in the Presence of:

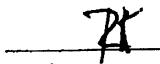
FRAGOLA ENTERPRISES, LLC



BRYAN F. MECCARIELLO

By 

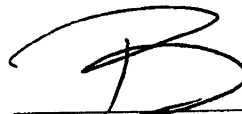
FRANK FRAGOLA, Member



K. Kelly

STATE OF CONNECTICUT)
) ss. Southington
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 27th day of November, 2018, by **FRANK FRAGOLA**, Member of **FRAGOLA ENTERPRISES, LLC**, in such capacity on behalf of said limited liability company.



BRYAN F. MECCARIELLO
Commissioner of the Superior Court

EXHIBIT A-2**TABLE OF INTERESTS**

<u>Unit Nos.</u>	<u>Percentage Share of Common Elements/Expenses</u>	<u>Votes in the Association</u>
1 Brookview	3.68%	1
2 Brookview	3.68%	1
3 Brookview	3.48%	1
4 Brookview	3.48%	1
6 Brookview	3.68%	1
8 Brookview	3.68%	1
18 Brookview	3.68%	1
20 Brookview	3.68%	1
22 Brookview	3.48%	1
24 Brookview	3.41%	1
26 Brookview	3.41%	1
27 Brookview	3.48%	1
28 Brookview	3.48%	1
30 Brookview	3.48%	1
31 Brookview	3.48%	1
32 Brookview	3.48%	1
33 Brookview	3.48%	1
34 Brookview	3.48%	1
35 Brookview	3.48%	1
36 Brookview	3.48%	1
101 Turtlebrook	3.68%	1
102 Turtlebrook	3.68%	1
103 Turtlebrook	3.68%	1
104 Turtlebrook	3.68%	1
105 Turtlebrook	3.68%	1
106 Turtlebrook	3.68%	1
107 Turtlebrook	3.48%	1
108 Turtlebrook	3.48%	1
110 Turtlebrook	3.68%	1
112 Turtlebrook	3.68%	1

EXHIBIT A-3

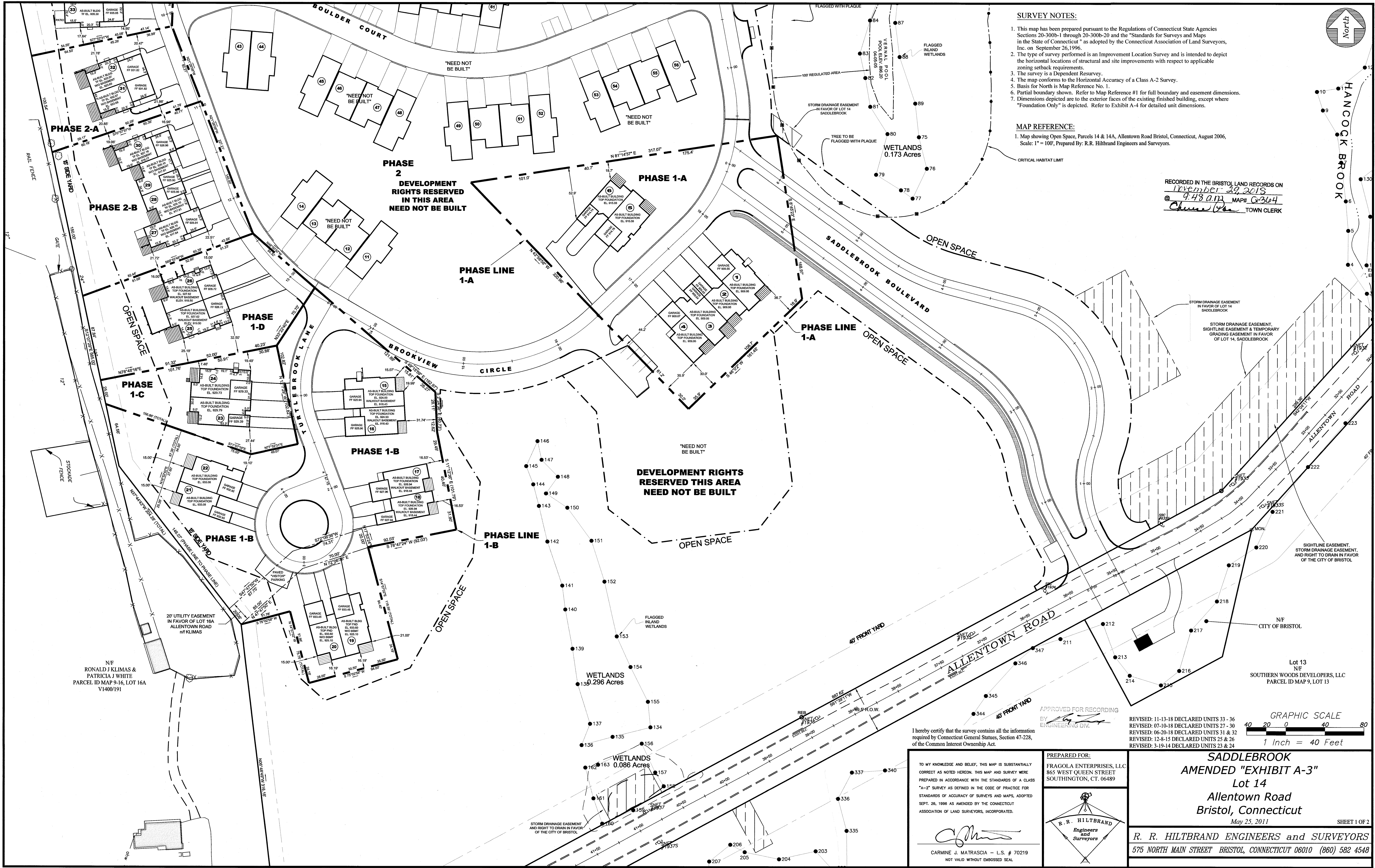
MAP

(Mylar to be filed with the Office of the Bristol City Clerk)

SADDLEBROOK "AMENDED EXHIBIT A-3", Lot 14, Allentown Road,
Bristol, Connecticut May 25, 2011 revised November 13, 2018, for
DECLARED UNITS 33, 34, 35 and 36.

R.R. Hiltbrand Engineers and Surveyors
575 North Main Street
Bristol, Connecticut 06010 (860) 582-4548"
Scale: 1"=40'

Prepared for:
Fragola Enterprises, LLC
865 West Queen Street
Southington, Connecticut 06489



SURVEY NOTES:

1. This map has been prepared pursuant to the Regulations of Connecticut State Agencies Sections 20-300b-1 through 20-300b-20 and the "Standards for Surveys and Maps in the State of Connecticut" as adopted by the Connecticut Association of Land Surveyors, Inc. on September 26, 1996.
2. The type of survey performed is an Improvement Location Survey and is intended to depict the horizontal locations of structural and site improvements with respect to applicable zoning setback requirements.
3. The survey is a Dependent Resurvey.
4. The map conforms to the Horizontal Accuracy of a Class A-2 Survey.
5. Basis for North is Map Reference No. 1.
6. Partial boundary shown. Refer to Map Reference #1 for full boundary and easement dimensions.
7. Dimensions depicted are to the exterior faces of the existing finished building, except where "Foundation Only" is depicted. Refer to Exhibit A-4 for detailed unit dimensions.

MAP REFERENCE:

1. Map showing Open Space, Parcels 14 & 14A, Allentown Road Bristol, Connecticut, August 2006, Scale: 1" = 100', Prepared By: R.R. Hiltbrand Engineers and Surveyors.

RECORDED IN THE BRISTOL LAND RECORDS ON
November 29, 2018
@ 9:48 a.m. MAP# G-364
Chris [Signature] TOWN CLERK

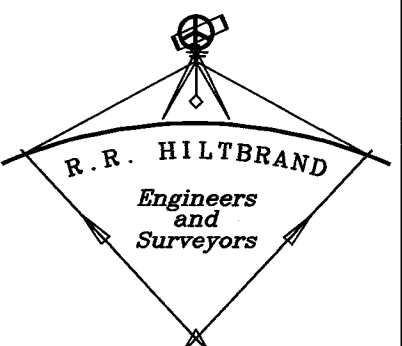
I hereby certify that the survey contains all the information required by Connecticut General Statutes, Section 47-228, of the Common Interest Ownership Act.

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON. THIS MAP AND SURVEY WERE PREPARED IN ACCORDANCE WITH THE STANDARDS OF A CLASS "A-2" SURVEY AS DEFINED IN THE CODE OF PRACTICE FOR STANDARDS OF ACCURACY OF SURVEYS AND MAPS, ADOPTED SEPT. 26, 1996 AS AMENDED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INCORPORATED.

[Signature]
CARMINE J. MATRASCIA - L.S. # 70219
NOT VALID WITHOUT EMBOSSED SEAL

APPROVED FOR RECORDING
BY [Signature]
ENGINEERING DIV.

PREPARED FOR:
FRAGOLA ENTERPRISES, LLC
865 WEST QUEEN STREET
SOUTHINGTON, CT. 06489

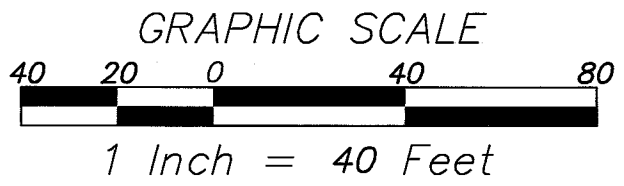


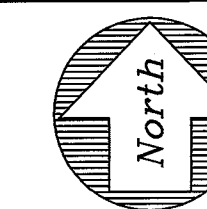
REVISED: 11-13-18 DECLARED UNITS 33 - 36
REVISED: 07-10-18 DECLARED UNITS 27 - 30
REVISED: 06-20-18 DECLARED UNITS 31 & 32
REVISED: 12-8-15 DECLARED UNITS 25 & 26
REVISED: 3-19-14 DECLARED UNITS 23 & 24

SADDLEBROOK
AMENDED "EXHIBIT A-3"
Lot 14
Allentown Road
Bristol, Connecticut

May 25, 2011

R. R. HILTBAND ENGINEERS and SURVEYORS
575 NORTH MAIN STREET BRISTOL, CONNECTICUT 06010 (860) 582 4548





SURVEY NOTES:

1. This map has been prepared pursuant to the Regulations of Connecticut State Agencies Sections 20-300b-1 through 20-300b-20 and the "Standards for Surveys and Maps in the State of Connecticut" as adopted by the Connecticut Association of Land Surveyors, Inc. on September 26, 1996.
2. The type of survey performed is an Improvement Location Survey and is intended to depict the horizontal locations of structural and site improvements with respect to applicable zoning setback requirements.
3. The survey is a Dependent Resurvey.
4. The map conforms to the Horizontal Accuracy of a Class A-2 Survey.
5. Basis for North is Map Reference No. 1.
6. Partial boundary shown. Refer to Map Reference #1 for full boundary and easement dimensions.
7. Dimensions depicted are to the exterior faces of the existing finished building, except where "Foundation Only" is depicted. Refer to Exhibit A-4 for detailed unit dimensions.

MAP REFERENCE:

1. Map showing Open Space, Parcels 14 & 14A, Allentown Road Bristol, Connecticut, August 2006, Scale: 1" = 100', Prepared By: R.R. Hiltbrand Engineers and Surveyors.

N/F
SWENTON, DAVID
PARCEL ID MAP 10, LOT 85 V1206/55

RECORDED IN THE BRISTOL LAND RECORDS ON
November 29, 2018
@ 9:48 am MAP# Q-3123
Charles TOWN CLERK

APPROVED FOR RECORDING
BY *[Signature]*
ENGINEERING DIV.

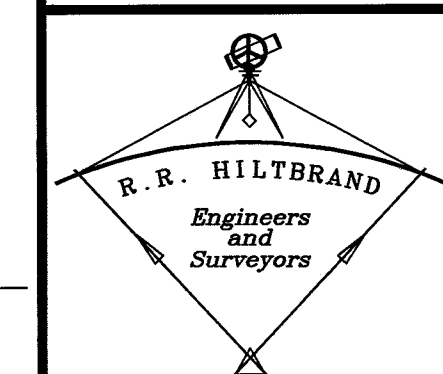
GRAPHIC SCALE
40 20 0 40 80
1 Inch = 40 Feet

I hereby certify that the survey contains all the information required by Connecticut General Statutes, Section 47-228, of the Common Interest Ownership Act.

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON. THIS MAP AND SURVEY WERE PREPARED IN ACCORDANCE WITH THE STANDARDS OF A CLASS "A-2" SURVEY AS DEFINED IN THE CODE OF PRACTICE FOR STANDARDS OF ACCURACY OF SURVEYS AND MAPS, ADOPTED SEPT. 26, 1996 AS AMENDED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INCORPORATED.

[Signature]
CARMINE J. MATRASCIA - L.S. # 70219
NOT VALID WITHOUT EMBOSSED SEAL

PREPARED FOR:
FRAGOLA ENTERPRISES, LLC
865 WEST QUEEN STREET
SOUTHINGTON, CT. 06489



REVISED: 11-13-18 DECLARED UNITS 33 - 36

**SADDLEBROOK
AMENDED "EXHIBIT A-3"**
Lot 14
Allentown Road
Bristol, Connecticut
November 13, 2018

SHEET 2 OF 2

R. R. HILTBAND ENGINEERS and SURVEYORS
575 NORTH MAIN STREET BRISTOL, CONNECTICUT 06010 (860) 582 4548

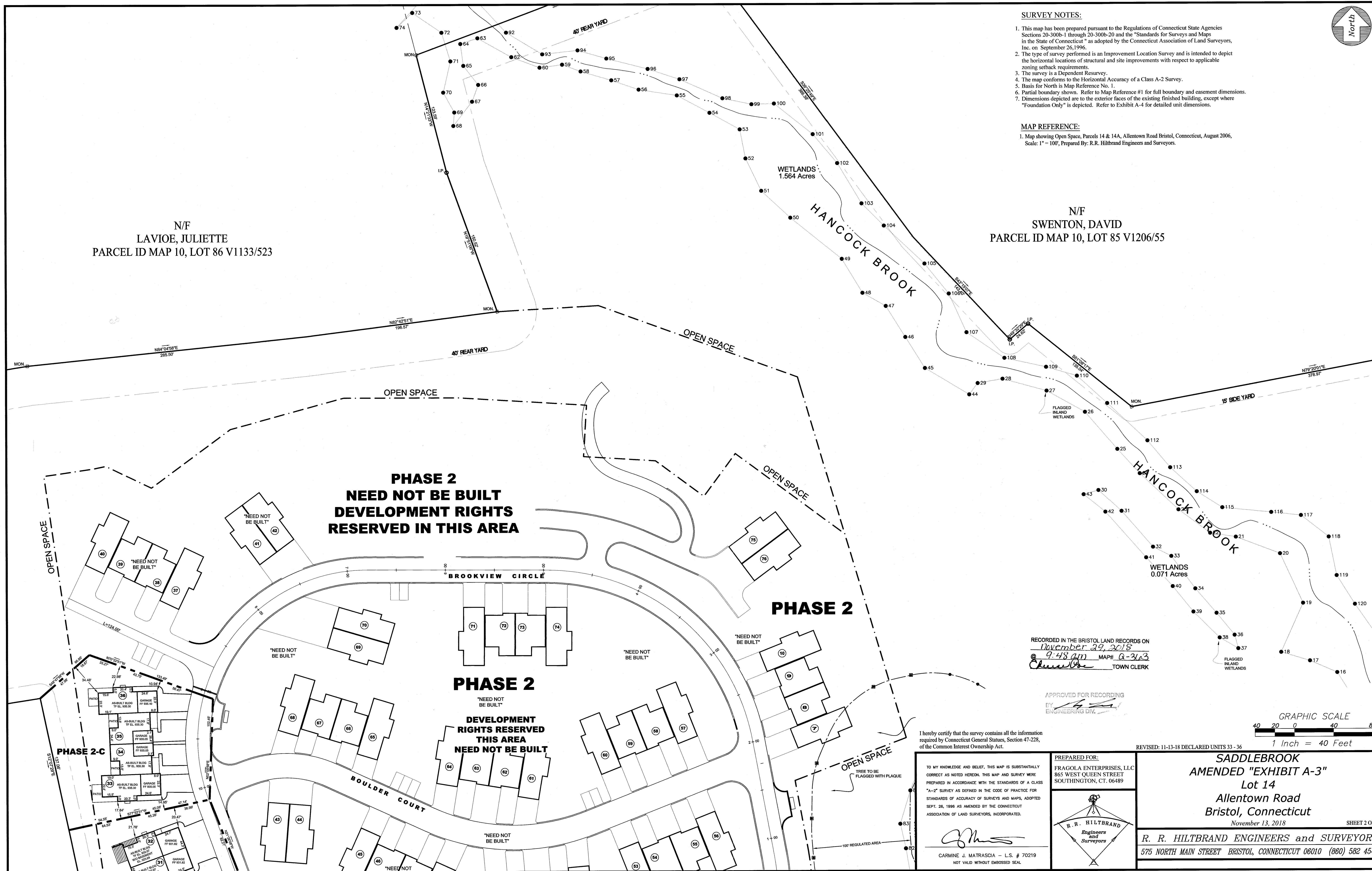


EXHIBIT A-4

PLANS

Reference is made to the attached set of Plans A1.1 - A1.12
for Units 33, 34, 35 and 36 Brookview Circle, Bristol, Connecticut 06010.

EXHIBIT A-5

CERTIFICATE

Re: SADDLEBROOK, a condominium development, situated on the northerly side of Allentown Road in the City of Bristol, County of Hartford and State of Connecticut, which premises are more particularly shown on a survey plan entitled "Lot 14 on a certain map entitled, "MAP SHOWING OPEN SPACE PARCELS 14 & 14A ALLENTOWN ROAD, BRISTOL, CT. August 2006, PREPARED FOR: SOUTHERN WOODS DEVELOPERS, LLC. P.O. BOX 84 BRISTOL, CT 06010, R.R. HILTBRAND ENGINEERS and SURVEYORS 340 MAPLE AVENUE BRISTOL, CONNECTICUT 06010 (860) 582-4548" and previously recorded in the Land Records of the City of Bristol.

I hereby certify, to the best of my knowledge and belief:

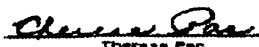
1. The undersigned engineer/surveyor is licensed by the State of Connecticut.
2. To the best of his knowledge, information and belief, the building containing Units 33, 34, 36 and 36 Brookview Circle in SADDLEBROOK are located as shown on the As-Built Survey Map attached to the Declaration as Exhibit A-3, as amended.
3. Said Certificate is made pursuant to the provisions of Connecticut General Statutes, Section 47-220 of the Common Interest Ownership Act.
4. The undersigned certifies that he does not have any legal or equitable ownership interest in either condominium unit.

R.R. Hiltbrand Engineers and Surveyors

Dated: 11/27/2018

By: s/s Robert R. Hiltbrand
Registered Engineer/Surveyor

Received for Record at Bristol, CT
On 11/29/2018 At 9:52:04 am

 Town Clerk
Theresa Pac

Vol: 2095 Page: 478 Seq: 6



Doc ID: 005377090006 Type: LAN

BK 2129 PG 546-551

Return to:

Bryan F. Meccariello, Esq.
P.O. Box 874
Southington, CT 06489

ELEVENTH AMENDMENT TO DECLARATION

FRAGOLA ENTERPRISES, LLC, a Connecticut Limited Liability Company, as Successor Declarant to **ALLENTOWN CONDOS, LLC**, a Connecticut limited liability company, with a mailing address of 865 West Queen Street, Southington, Connecticut 06489, with respect to certain Special Declarant Rights and Development Rights (the "Rights") assigned to it by instrument recorded in Volume 1984, Page 1056 of the Bristol Land Records, which Rights exist with respect to Saddlebrook, a common interest community the Declaration of which is dated November 14, 2007 and record April 9, 2008 and recorded in Volume 1769 at Page 954, as amended by the First Amendment to Declaration recorded April 10, 2008 in Volume 1769 at Page 1221 of the Bristol Land Records, the Second Amendment to Declaration recorded September 26, 2008 in Volume 1784 at Page 1179 of the Bristol Land Records, the Third Amendment to Declaration recorded July 2, 2009 in Volume 1808 at Page 1233 of the Bristol Land Records, the Fourth Amendment to Declaration recorded July 7, 2010 in Volume 1842 at Page 252 of the Bristol Land Records, the Fifth Amendment to Declaration recorded July 18, 2011 in Volume 1873 at Page 686 of the Bristol Land Records, the Sixth Amendment to Declaration recorded March 31, 2014 in Volume 1963 at Page 548 of the Bristol Land Records, the Seventh Amendment to Declaration recorded August 14, 2012 in Volume 2013 at Page 1239-1246 of the Bristol Land Records, the Eighth Amendment to Declaration recorded June 29, 2018 in Volume 2083 at Page 612 of the Bristol Land Records, the Ninth Amendment to Declaration recorded August 10, 2018 in Volume 2087 at Page 214 of the Bristol Land Records, the Tenth Amendment to Declaration recorded November 29, 2018 in Volume 2095 at Page 478 of the Bristol Land Records and in an Affidavit recorded July 15, 2014 in Volume 2112, at Page 48 of the Bristol Land Records, acting in the exercise of the Rights, hereby amends the original Declaration and all subsequent Amendments accordingly, as follows:

1. Exhibits A-2 are replaced with attached Exhibit A-2;
2. Exhibits A-3 are replaced with attached Exhibit A-3;
3. Exhibits A-4 are supplemented by attached Exhibit A-4; and
3. Exhibits A-5 are supplemented by attached Exhibit A-5.

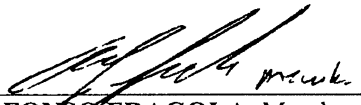
In witness whereof, the Successor Declarant has caused this Amendment to be executed this 13th day of February, 2020.

Signed, Sealed and Delivered
in the Presence of:

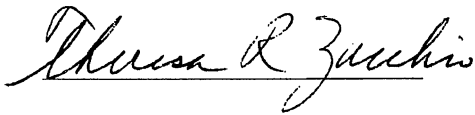
FRAGOLA ENTERPRISES, LLC



BRYAN F. MECCARIELLO

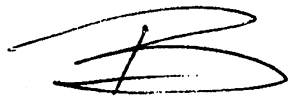
By 

ALFONSO FRAGOLA, Member



STATE OF CONNECTICUT)
) ss. Southington
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 13th day of February, 2020, by **ALFONSO FRAGOLA**, Member of **FRAGOLA ENTERPRISES, LLC**, in such capacity on behalf of said limited liability company.



BRYAN F. MECCARIELLO
Commissioner of the Superior Court

EXHIBIT A-2**TABLE OF INTERESTS**

<u>Street/Unit Nos.</u>	<u>Percentage Share of Common Elements/Expenses</u>	<u>Votes in the Association</u>
1 Brookview Circle 5	0.03444	1
2 Brookview Circle 1	0.03444	1
3 Brookview Circle 6	0.02792	1
4 Brookview Circle 2	0.02977	1
6 Brookview Circle 3	0.03511	1
8 Brookview Circle 4	0.03131	1
15 Brookview Circle 11	0.02851	1
17 Brookview Circle 12	0.02412	1
18 Brookview Circle 25	0.04166	1
19 Brookview Circle 13	0.02412	1
20 Brookview Circle 26	0.04251	1
21 Brookview Circle 14	0.02851	1
22 Brookview Circle 27	0.02851	1
24 Brookview Circle 28	0.02412	1
26 Brookview Circle 29	0.02412	1
28 Brookview Circle 30	0.02851	1
30 Brookview Circle 31	0.02851	1
32 Brookview Circle 32	0.02851	1
34 Brookview Circle 33	0.02851	1
36 Brookview Circle 34	0.02412	1
38 Brookview Circle 35	0.02412	1
40 Brookview Circle 36	0.02851	1
101 Turtlebrook Lane 24	0.04067	1
102 Turtlebrook Lane 15	0.03522	1
103 Turtlebrook Lane 23	0.03717	1
104 Turtlebrook Lane 16	0.03566	1
105 Turtlebrook Lane 22	0.03522	1
106 Turtlebrook Lane 17	0.03502	1
107 Turtlebrook Lane 21	0.03034	1
108 Turtlebrook Lane 18	0.03034	1
110 Turtlebrook Lane 19	0.03522	1
112 Turtlebrook Lane 20	0.03502	1

EXHIBIT A-3

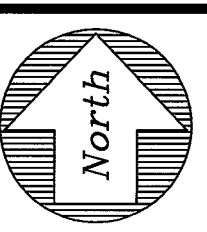
MAP

(Mylar to be filed with the Office of the Bristol City Clerk)

“SADDLEBROOK AMENDED EXHIBIT A-3, Lot 14, Allentown Road, Bristol, Connecticut May 25, 2011 (lasted revised September 19, 2019)”
filed as Map Q-416 with the Office of Bristol City Clerk on October 2, 2019, for all the DECLARED UNITS, particularly Units 11, 12, 13 and 14 Brookview Circle, as collectively listed on EXHIBIT A-2 “TABLE OF INTEREST” attached hereto.

R.R. Hiltbrand Engineers and Surveyors
575 North Main Street
Bristol, Connecticut 06010 (860) 582-4548”
Scale: 1”=40’

Prepared for:
Fragola Enterprises, LLC
865 West Queen Street
Southington, Connecticut 06489



SURVEY NOTES:

1. This map has been prepared pursuant to the Regulations of Connecticut State Agencies Sections 20-300b-1 through 20-300b-20 and the "Standards for Surveys and Maps in the State of Connecticut" as adopted by the Connecticut Association of Land Surveyors, Inc. on September 26, 1996.
2. The type of survey performed is an Improvement Location Survey and is intended to depict the horizontal locations of structural and site improvements with respect to applicable zoning setback requirements.
3. The survey is a Dependent Resurvey.
4. The map conforms to the Horizontal Accuracy of a Class A-2 Survey.
5. Basis for North is Map Reference No. 1.
6. Partial boundary shown. Refer to Map Reference #1 for full boundary and easement dimensions.
7. Dimensions depicted are to the exterior faces of the existing finished building, except where "Foundation Only" is depicted. Refer to Exhibit A-4 for detailed unit dimensions.

MAP REFERENCE:

1. Map showing Open Space, Parcels 14 & 14A, Allentown Road Bristol, Connecticut, August 2006, Scale: 1" = 100', Prepared By: R.R. Hiltbrand Engineers and Surveyors.

RECORDED IN THE BRISTOL LAND RECORDS ON
October 2, 2019
@ 9:34 AM MAP# 0-416
Chris P... TOWN CLERK

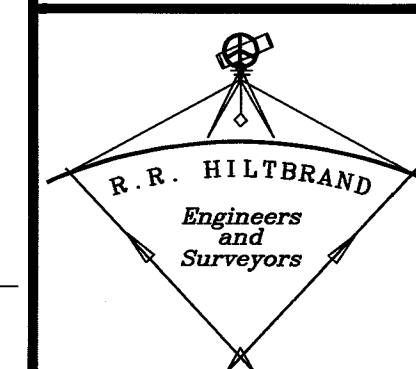
APPROVED FOR RECORDING
BY *[Signature]*
ENGINEERING DIV. 10-2-19

I hereby certify that the survey contains all the information required by Connecticut General Statutes, Section 47-228, of the Common Interest Ownership Act.

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON. THIS MAP AND SURVEY WERE PREPARED IN ACCORDANCE WITH THE STANDARDS OF A CLASS "A-2" SURVEY AS DEFINED IN THE CODE OF PRACTICE FOR STANDARDS OF ACCURACY OF SURVEYS AND MAPS, ADOPTED SEPT. 26, 1996 AS AMENDED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INCORPORATED.

[Signature]
CARMINE J. MATRASCIA - L.S. # 70219
NOT VALID WITHOUT EMBOSSED SEAL

ORIGINAL INK
ON MYLAR
R.R. HILTBAND
ENGINEERS & SURVEYORS



REVISED: 09-19-19 DECLARED UNITS 11 - 14
REVISED: 11-13-18 DECLARED UNITS 33 - 36
REVISED: 07-10-18 DECLARED UNITS 27 - 30
REVISED: 06-20-18 DECLARED UNITS 31 & 32
REVISED: 12-8-15 DECLARED UNITS 25 & 26
REVISED: 3-19-14 DECLARED UNITS 23 & 24

**SADDLEBROOK
AMENDED "EXHIBIT A-3"
Lot 14
Allentown Road
Bristol, Connecticut**

May 25, 2011

SHEET 1 OF 2

R. R. HILTBAND ENGINEERS and SURVEYORS
575 NORTH MAIN STREET BRISTOL, CONNECTICUT 06010 (860) 582 4548

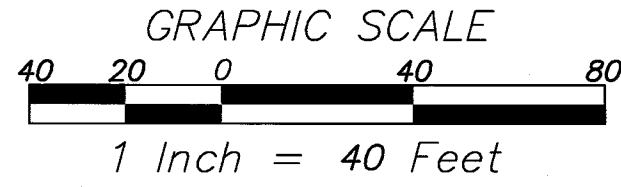


EXHIBIT A-4

PLANS

Reference is made to the set of Plans A1.1 - A1.12 on file with the Bristol Building Department for Units 11, 12, 13 and 14 Brookview Circle, Bristol, Connecticut 06010.

EXHIBIT A-5

CERTIFICATE

Re: SADDLEBROOK, a condominium development, situated on the northerly side of Allentown Road in the City of Bristol, County of Hartford and State of Connecticut, which premises are more particularly shown on a survey plan entitled "Lot 14 on a certain map entitled, "MAP SHOWING OPEN SPACE PARCELS 14 & 14A ALLENTOWN ROAD, BRISTOL, CT. August 2006, PREPARED FOR: SOUTHERN WOODS DEVELOPERS, LLC. P.O. BOX 84 BRISTOL, CT 06010, R.R. HILTBRAND ENGINEERS and SURVEYORS 340 MAPLE AVENUE BRISTOL, CONNECTICUT 06010 (860) 582-4548" and previously recorded in the Land Records of the City of Bristol.

I hereby certify, to the best of my knowledge and belief:

1. The undersigned engineer/surveyor is licensed by the State of Connecticut.
2. To the best of his knowledge, information and belief, the building containing Units 11, 12, 13 and 14 Brookview Circle in SADDLEBROOK are located as shown on the As-Built Survey Map attached to the Declaration as Exhibit A-3, as amended.
3. Said Certificate is made pursuant to the provisions of Connecticut General Statutes, Section 47-220 of the Common Interest Ownership Act.
4. The undersigned certifies that he does not have any legal or equitable ownership interest in either condominium unit.

R.R. Hiltbrand Engineers and Surveyors

Dated: 02/13/2020

By: s/s Robert R. Hiltbrand
Registered Engineer/Surveyor

Received for Record at Bristol, CT
On 02/19/2020 At 11:44:44 am

 Town Clerk
Therese Pec



Doc ID: 005443630024 Type: LAN

BK 2154 PG 1004-1027

Return to:

Bryan F. Meccariello, Esq.

P.O. Box 874

Southington, CT 06489

TWELFTH AMENDMENT TO DECLARATION

FRAGOLA ENTERPRISES, LLC, a Connecticut Limited Liability Company, as Successor Declarant to **ALLENTOWN CONDOS, LLC**, a Connecticut limited liability company, with a mailing address of 865 West Queen Street, Southington, Connecticut 06489, with respect to certain Special Declarant Rights and Development Rights (the "Rights") assigned to it by instrument recorded in Volume 1984, Page 1056 of the Bristol Land Records, which Rights exist with respect to Saddlebrook, a common interest community the Declaration of which is dated November 14, 2007 and record April 9, 2008 and recorded in Volume 1769 at Page 954, as amended by the First Amendment to Declaration recorded April 10, 2008 in Volume 1769 at Page 1221 of the Bristol Land Records, the Second Amendment to Declaration recorded September 26, 2008 in Volume 1784 at Page 1179 of the Bristol Land Records, the Third Amendment to Declaration recorded July 2, 2009 in Volume 1808 at Page 1233 of the Bristol Land Records, the Fourth Amendment to Declaration recorded July 7, 2010 in Volume 1842 at Page 252 of the Bristol Land Records, the Fifth Amendment to Declaration recorded July 18, 2011 in Volume 1873 at Page 686 of the Bristol Land Records, the Sixth Amendment to Declaration recorded March 31, 2014 in Volume 1963 at Page 548 of the Bristol Land Records, the Seventh Amendment to Declaration recorded August 14, 2012 in Volume 2013 at Page 1239-1246 of the Bristol Land Records, the Eighth Amendment to Declaration recorded June 29, 2018 in Volume 2083 at Page 612 of the Bristol Land Records, the Ninth Amendment to Declaration recorded August 10, 2018 in Volume 2087 at Page 214 of the Bristol Land Records, the Tenth Amendment to Declaration recorded November 29, 2018 in Volume 2095 at Page 478 of the Bristol Land Records and in an Affidavit recorded July 15, 2014 in Volume 2112, at Page 48 of the Bristol Land Records and the Eleventh Amendment to Declaration recorded February 19, 2020 in Volume 2129 at Page 546 of the Bristol Land Records, acting in the exercise of the Rights, hereby amends the original Declaration and all subsequent Amendments accordingly, as follows:

1. Exhibits A-2 are replaced with attached Exhibit A-2;
2. Exhibits A-3 are supplemented with attached Exhibit A-3;
3. Exhibits A-4 are supplemented by attached Exhibit A-4; and
3. Exhibits A-5 are supplemented by attached Exhibit A-5.

EXHIBIT A-2**TABLE OF INTERESTS**

<u>Street/Unit Nos.</u>	<u>Percentage Share of Common Elements/Expenses</u>	<u>Votes in the Association</u>
1 Brookview Circle 5	*	1
2 Brookview Circle 1	*	1
3 Brookview Circle 6	*	1
4 Brookview Circle 2	*	1
6 Brookview Circle 3	*	1
8 Brookview Circle 4	*	1
15 Brookview Circle 11	*	1
17 Brookview Circle 12	*	1
18 Brookview Circle 25	*	1
19 Brookview Circle 13	*	1
20 Brookview Circle 26	*	1
21 Brookview Circle 14	*	1
22 Brookview Circle 27	*	1
24 Brookview Circle 28	*	1
26 Brookview Circle 29	*	1
28 Brookview Circle 30	*	1
30 Brookview Circle 31	*	1
32 Brookview Circle 32	*	1
34 Brookview Circle 33	*	1
36 Brookview Circle 34	*	1
38 Brookview Circle 35	*	1
40 Brookview Circle 36	*	1
42 Brookview Circle 37	*	1
46 Brookview Circle 39	*	1
47 Brookview Circle 63	*	1
48 Brookview Circle 40	*	1
49 Brookview Circle 64	*	1
101 Turtlebrook Lane 24	*	1
102 Turtlebrook Lane 15	*	1
103 Turtlebrook Lane 23	*	1
104 Turtlebrook Lane 16	*	1
105 Turtlebrook Lane 22	*	1
106 Turtlebrook Lane 17	*	1
107 Turtlebrook Lane 21	*	1
108 Turtlebrook Lane 18	*	1
110 Turtlebrook Lane 19	*	1
112 Turtlebrook Lane 20	*	1

*Percentage Share of Common Elements/Expenses for each declared unit is on file in the office of the Saddlebrook Unit Owners Association, Inc.

EXHIBIT A-3

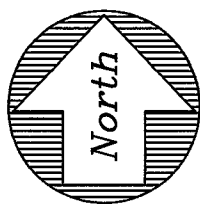
MAP

(Mylar has been filed with the Office of the Bristol City Clerk)

"SADDLEBROOK AMENDED EXHIBIT A-3" Lot 14 Allentown Road Bristol, Connecticut April 10, 2008, revised June 26, 2018, Prepared for Allentown Condos, LLC 22 Pine Street, Suite 203, Bristol, CT 06010 Scale: 1" = 40' R.R. Hiltbrand Engineers and Surveyors 340 Maple Avenue Bristol, Connecticut 06010 (860) 582-4548", as amended by and shown on a map entitled "SADDLEBROOK AMENDED EXHIBIT A-3 L14 ALLENTOWN RD" Scale: 1" = 40' prepared by R.R. Hiltbrand Engineers and Surveyors 340 Maple Avenue Bristol, Connecticut 06010 (860) 582-4548 dated October 6, 2020 and October 8, 2020 as "Q-462" in the Bristol Land Records for all the DECLARED UNITS, particularly Units 37, 39, 40, 63 and 64 Brookview Circle, as collectively listed on EXHIBIT A-2 "TABLE OF INTEREST" attached hereto.

R.R. Hiltbrand Engineers and Surveyors
575 North Main Street
Bristol, Connecticut 06010 (860) 582-4548"
Scale: 1"=40'

Prepared for:
Fragola Enterprises, LLC
865 West Queen Street
Southington, Connecticut 06489



SURVEY NOTES:

1. This map has been prepared pursuant to the Regulations of Connecticut State Agencies Sections 20-300b-1 through 20-300b-20 and the "Standards for Surveys and Maps in the State of Connecticut" as adopted by the Connecticut Association of Land Surveyors, Inc. on September 26, 1996.
2. The type of survey performed is an Improvement Location Survey and is intended to depict the horizontal locations of structural and site improvements with respect to applicable zoning setback requirements.
3. The survey is a Dependent Resurvey.
4. The map conforms to the Horizontal Accuracy of a Class A-2 Survey.
5. Basis for North is Map Reference No. 1.
6. Partial boundary shown. Refer to Map Reference #1 for full boundary and easement dimensions.
7. Dimensions depicted are to the exterior faces of the existing finished building, except where "Foundation Only" is depicted. Refer to Exhibit A-4 for detailed unit dimensions.

MAP REFERENCE:

1. Map showing Open Space, Parcels 14 & 14A, Allentown Road Bristol, Connecticut, August 2006, Scale: 1" = 100', Prepared By: R.R. Hiltbrand Engineers and Surveyors.

N/F
SWENTON, DAVID
PARCEL ID MAP 10, LOT 85 V1206/55

RECORDED IN THE BRISTOL LAND RECORDS ON
OCTOBER 8, 2020
@ 10:05 AM MAP# Q-469
TOWN CLERK

**PHASE 2
NEED NOT BE BUILT
DEVELOPMENT RIGHTS
RESERVED IN THIS AREA**

PHASE 2

**PHASE 2
DEVELOPMENT
RIGHTS RESERVED
THIS AREA
NEED NOT BE BUILT**

APPROVED FOR RECORDING
BY ENGINEERING DIV. 10-5-2020

GRAPHIC SCALE
40 20 0 20 40 80
1 Inch = 40 Feet

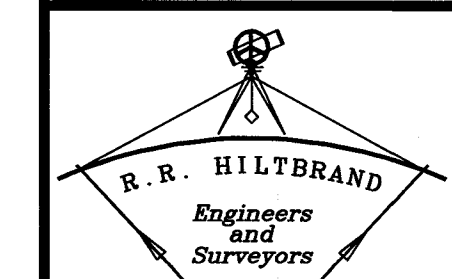
REVISED: 10-06-20 DECLARED UNITS 39,40,63,64
REVISED: 11-13-18 DECLARED UNITS 33 - 36

I hereby certify that the survey contains all the information correct as noted hereon. THIS MAP AND SURVEY WERE PREPARED IN ACCORDANCE WITH THE STANDARDS OF A CLASS "A-2" SURVEY AS DEFINED IN THE CODE OF PRACTICE FOR STANDARDS OF ACCURACY OF SURVEYS AND MAPS, ADOPTED SEPT. 26, 1996 AS AMENDED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INCORPORATED.

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON. THIS MAP AND SURVEY WERE PREPARED IN ACCORDANCE WITH THE STANDARDS OF A CLASS "A-2" SURVEY AS DEFINED IN THE CODE OF PRACTICE FOR STANDARDS OF ACCURACY OF SURVEYS AND MAPS, ADOPTED SEPT. 26, 1996 AS AMENDED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INCORPORATED.

CARMINE J. MATRASCIA - L.S. # 70219
NOT VALID WITHOUT EMBOSSED SEAL

PREPARED FOR:
FRAGOLA ENTERPRISES, LLC
865 WEST QUEEN STREET
SOUTHINGTON, CT. 06489

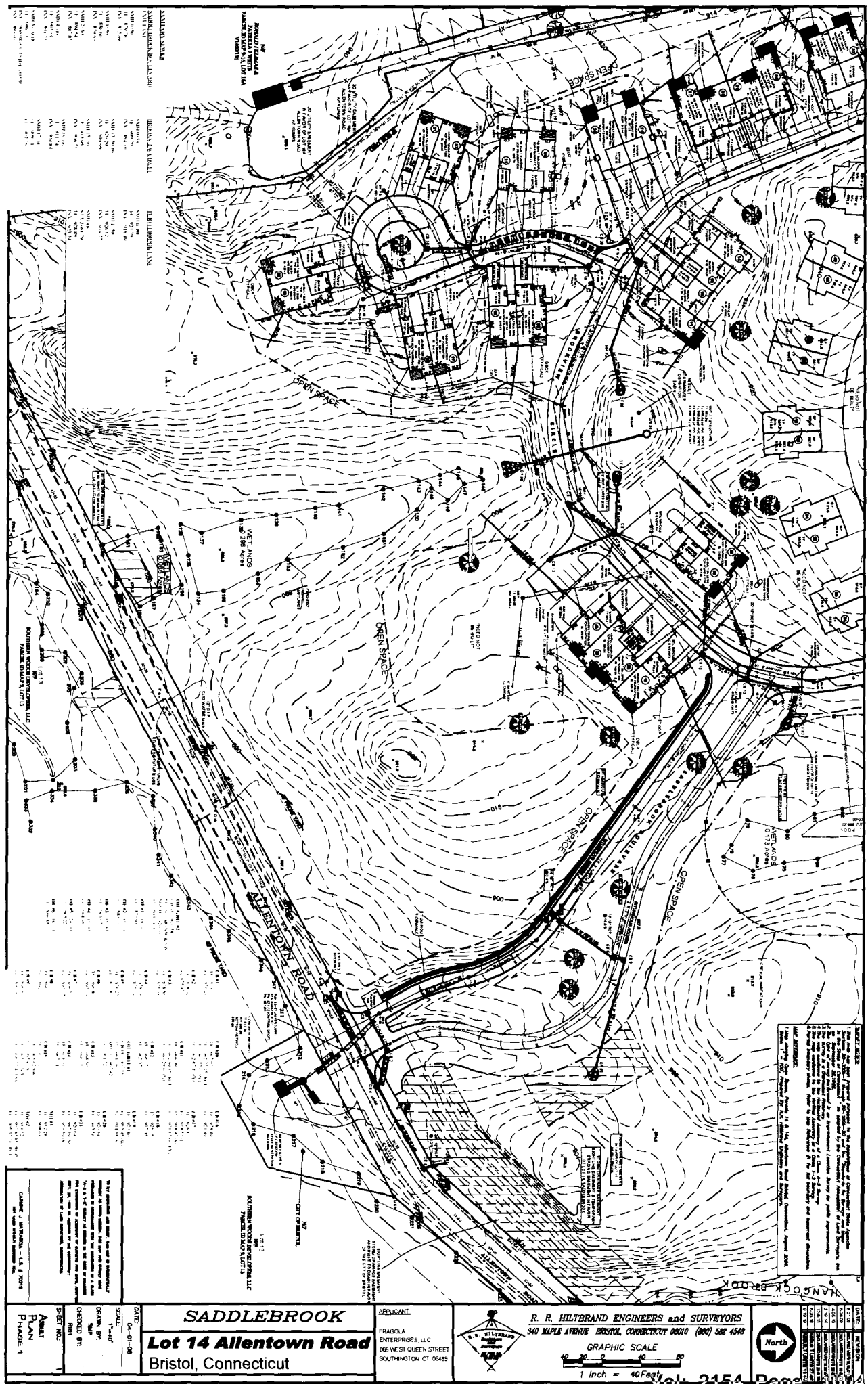


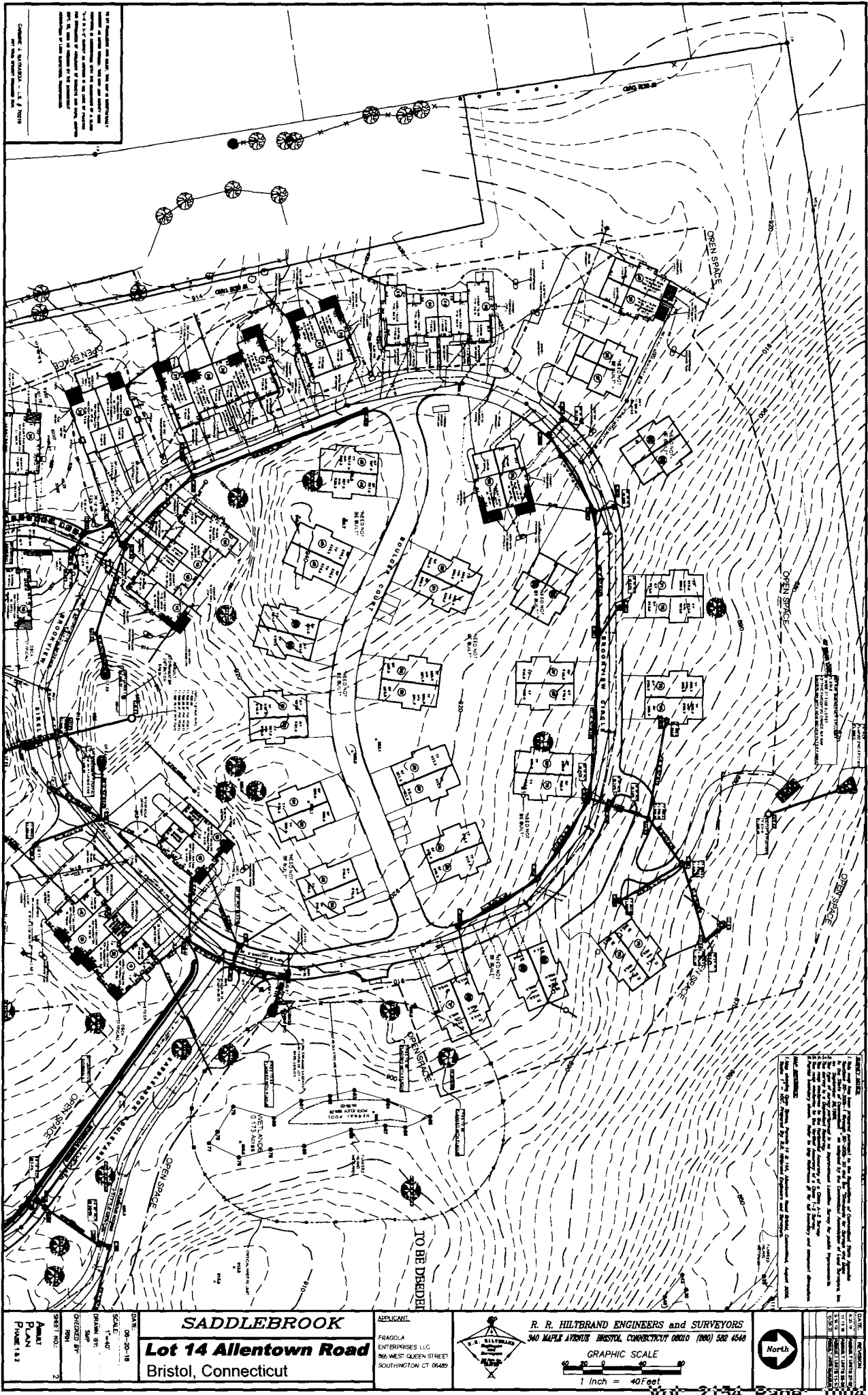
**SADDLEBROOK
AMENDED "EXHIBIT A-3"**
Lot 14
Allentown Road
Bristol, Connecticut

November 13, 2018

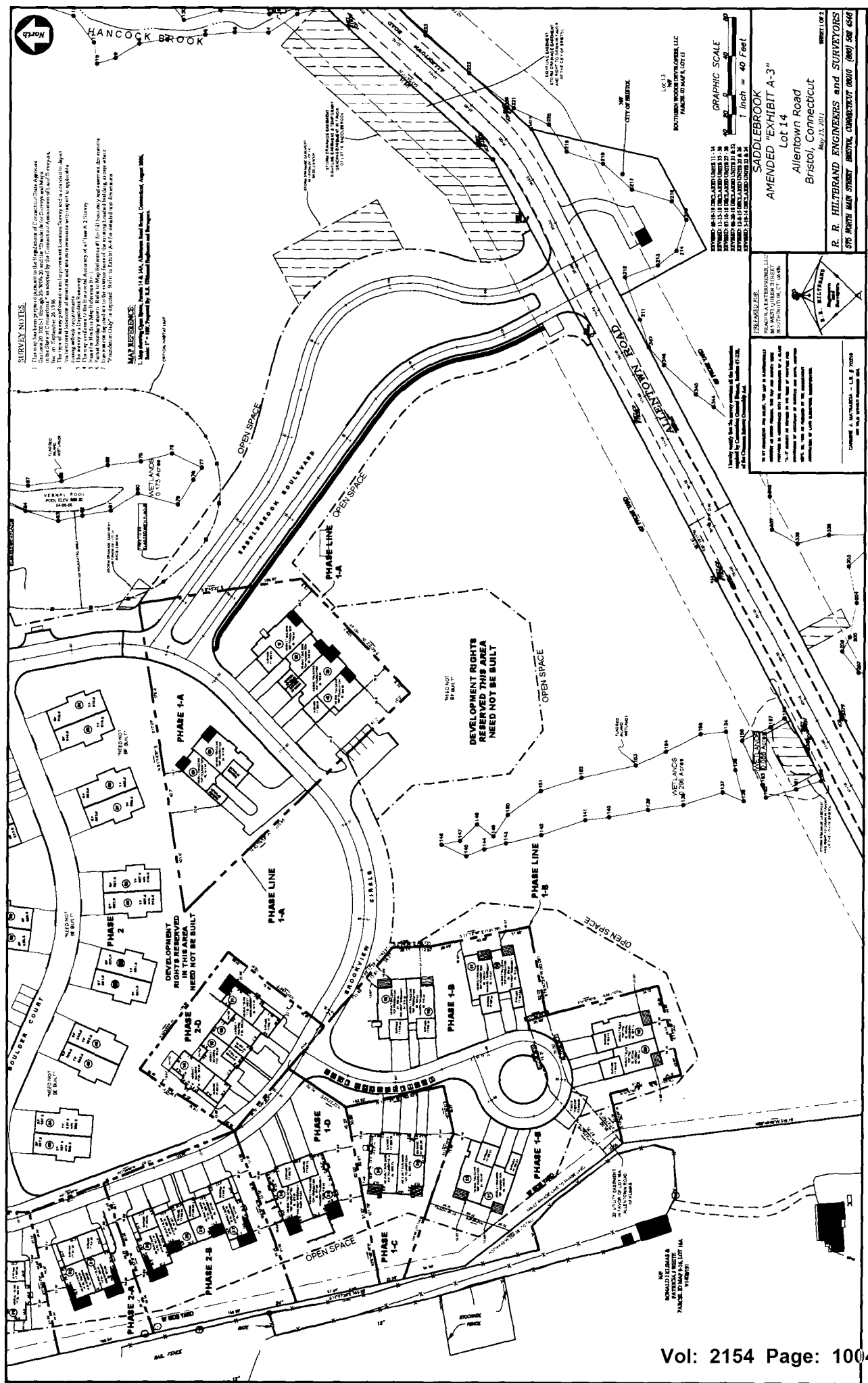
SHEET 2 OF 2

R. R. HILTBRAND ENGINEERS and SURVEYORS
575 NORTH MAIN STREET BRISTOL, CONNECTICUT 06010 (860) 582 4548





SADDLEBROOK Lot 14 Allentown Road Bristol, Connecticut		APPLICANT: FRANCIA ENTERPRISES, LLC 160 WEST QUEEN STREET SOUTHINGTON CT 06488	 R. R. HILTBRAND ENGINEERS and SURVEYORS 340 MAPLE AVENUE BRISTOL, CONNECTICUT 06010 (800) 582-6548 GRAPHIC SCALE 1 inch = 40 Feet	 North
DATE: 08-20-18	SCALE: 1"=40'	DRAWN BY: SMP	CHECKED BY: RHH	SHEET NO.: 2
Ames PLAN Phase 18.2				



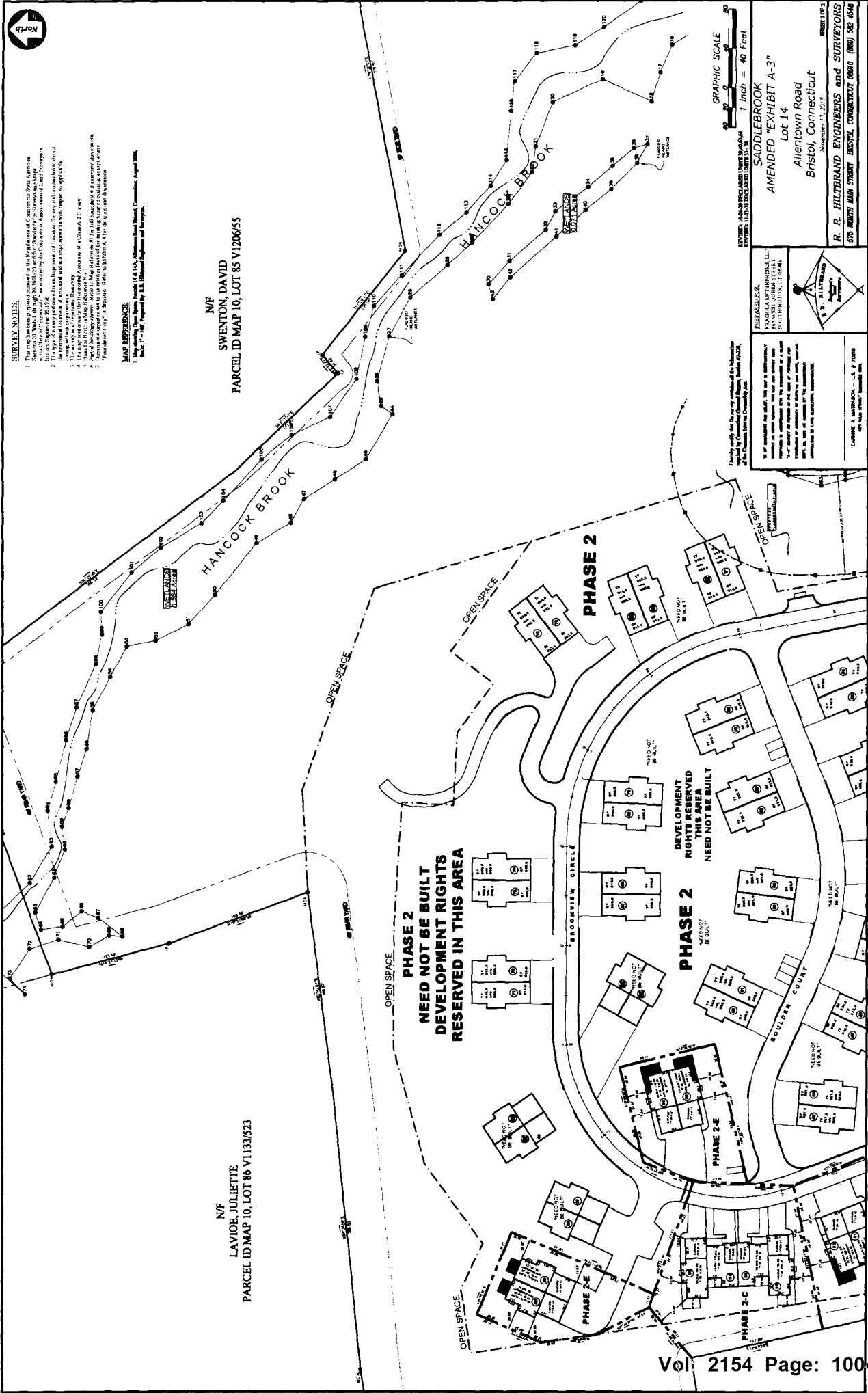


EXHIBIT A-4

PLANS

Reference is made to the attached set of Plans entitled "Duplex - Two Family House Plans (2 Bedrooms), Saddlebrook Development, Allentown Road, Bristol, CT - Date: 02/03/2020 - Sheets #1-7" and "Duplex - Two Family House Plans (3 Bedrooms), Saddlebrook Development, Allentown Road, Bristol, CT - Date: 02/03/2020 - Sheets #1-7" on file with the Bristol Building Department for Units 37, 39, 40, 63 and 64 Brookview Circle, Bristol, Connecticut 06010, respectively.

NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. FINISH FLOOR LEVELS ARE INDICATED BY "F.F.L.".
3. SEE SHEET #1 OF 7 FOR GENERAL NOTES.



FRONT ELEVATION
SCALE 1/4" = 1'-0"



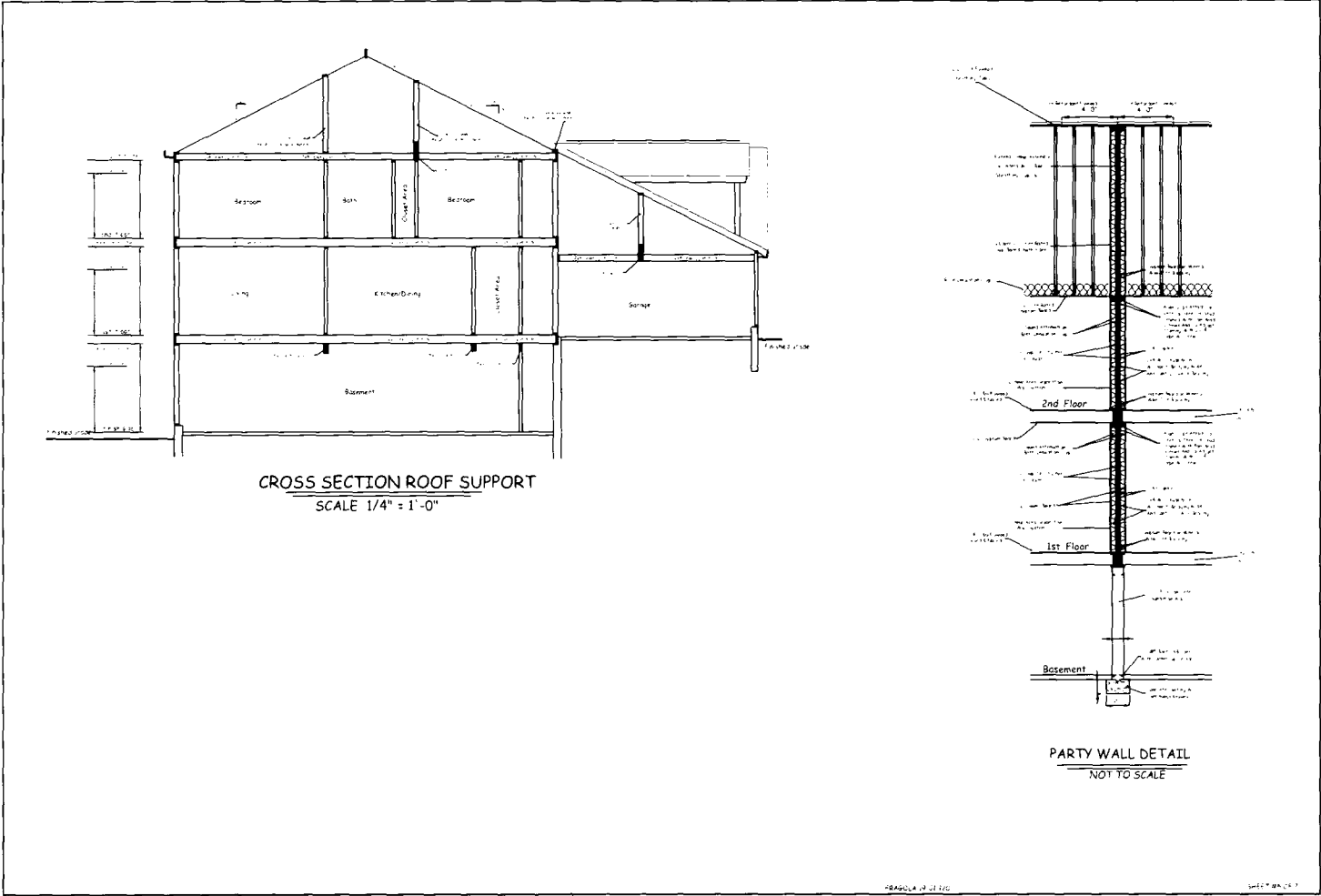
REAR ELEVATION
SCALE 1/4" = 1'-0"

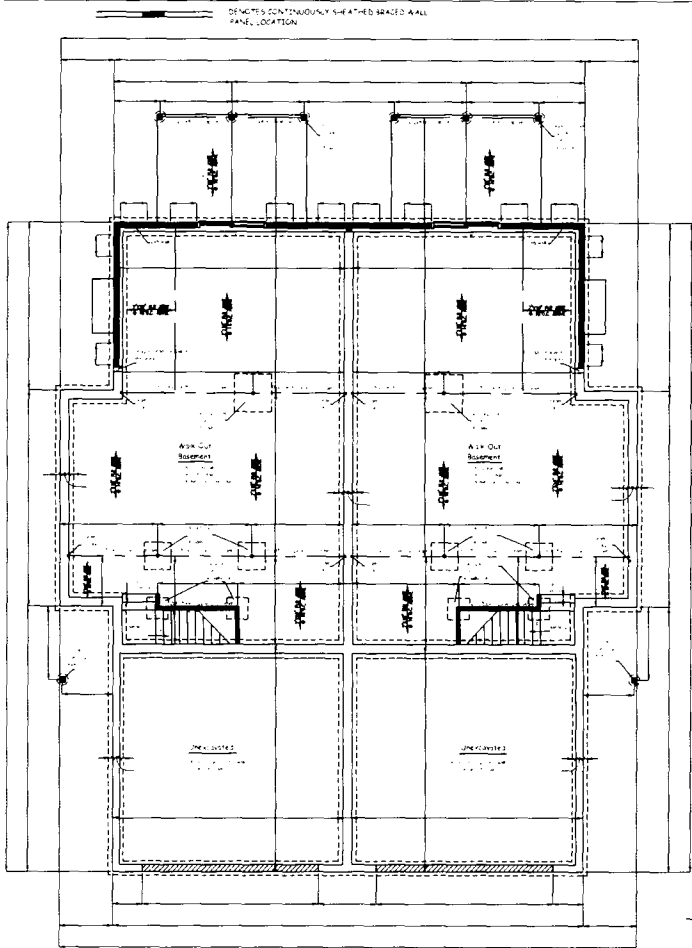
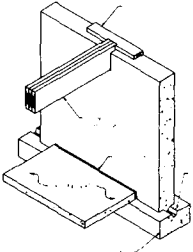
DUPLEX - TWO FAMILY HOUSE PLANS (2 BEDROOMS)
SADDLEBROOK DEVELOPMENT
ALLENTOWN ROAD BRISTOL, CT

DATE
02/03/2020
SHEET
#1 OF 7

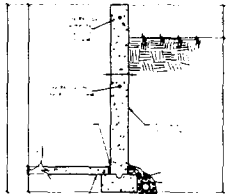
ALL DIMENSIONS ARE IN FEET AND INCHES.
SEE SHEET #1 OF 7 FOR GENERAL NOTES.







DETAIL



CROSS SECTION FOUNDATION WALL
NOT TO SCALE

GENERAL CONCRETE AND MASONRY NOTES

- 1. ALL CONCRETE SHALL BE CAST IN PLACE AND CURED PROPERLY.
- 2. ALL CONCRETE SHALL BE CAST IN PLACE AND CURED PROPERLY.
- 3. ALL CONCRETE SHALL BE CAST IN PLACE AND CURED PROPERLY.
- 4. ALL CONCRETE SHALL BE CAST IN PLACE AND CURED PROPERLY.
- 5. ALL CONCRETE SHALL BE CAST IN PLACE AND CURED PROPERLY.
- 6. ALL CONCRETE SHALL BE CAST IN PLACE AND CURED PROPERLY.
- 7. ALL CONCRETE SHALL BE CAST IN PLACE AND CURED PROPERLY.
- 8. ALL CONCRETE SHALL BE CAST IN PLACE AND CURED PROPERLY.
- 9. ALL CONCRETE SHALL BE CAST IN PLACE AND CURED PROPERLY.
- 10. ALL CONCRETE SHALL BE CAST IN PLACE AND CURED PROPERLY.

FOUNDATION PLAN
SCALE 1/4" = 1'-0"

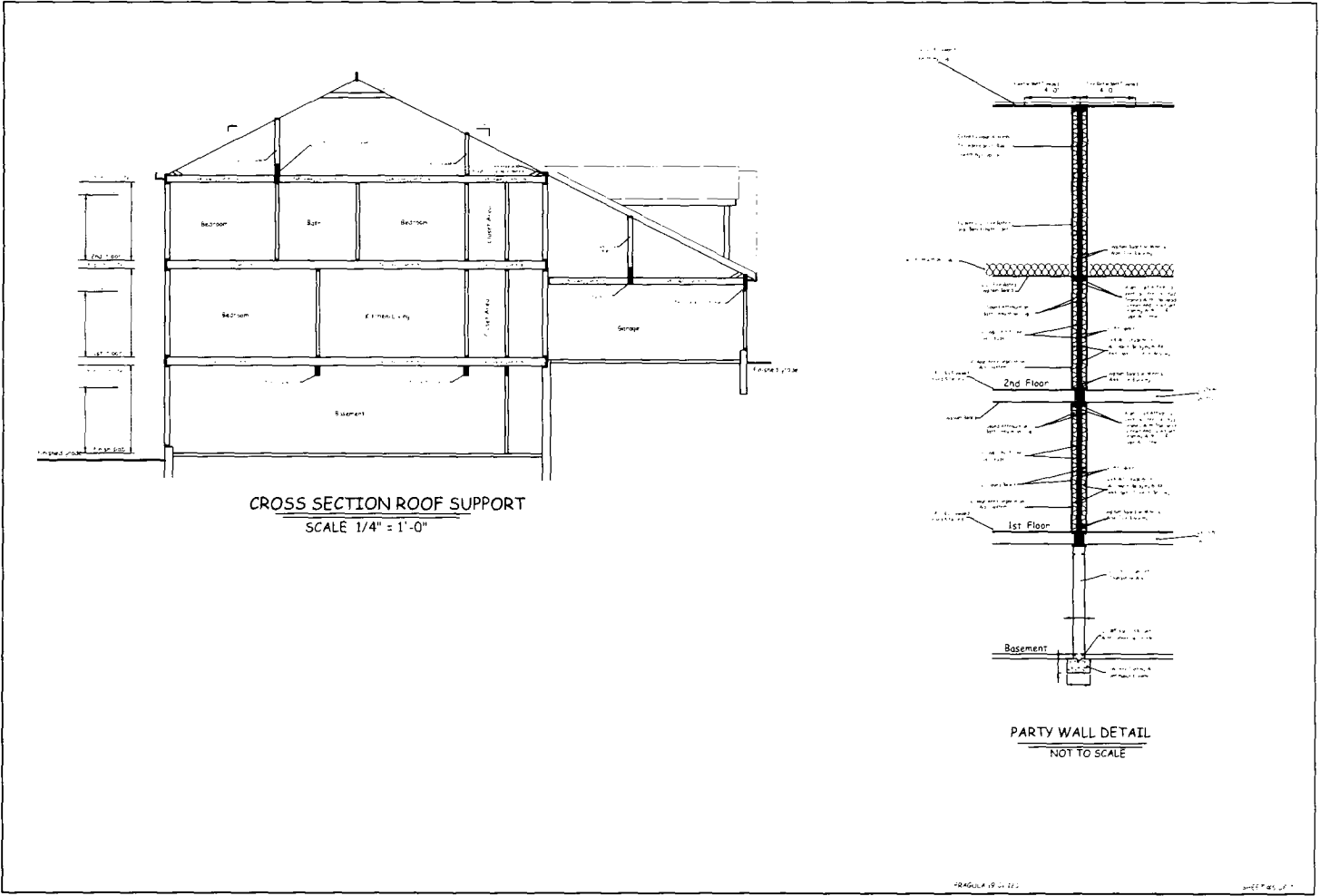
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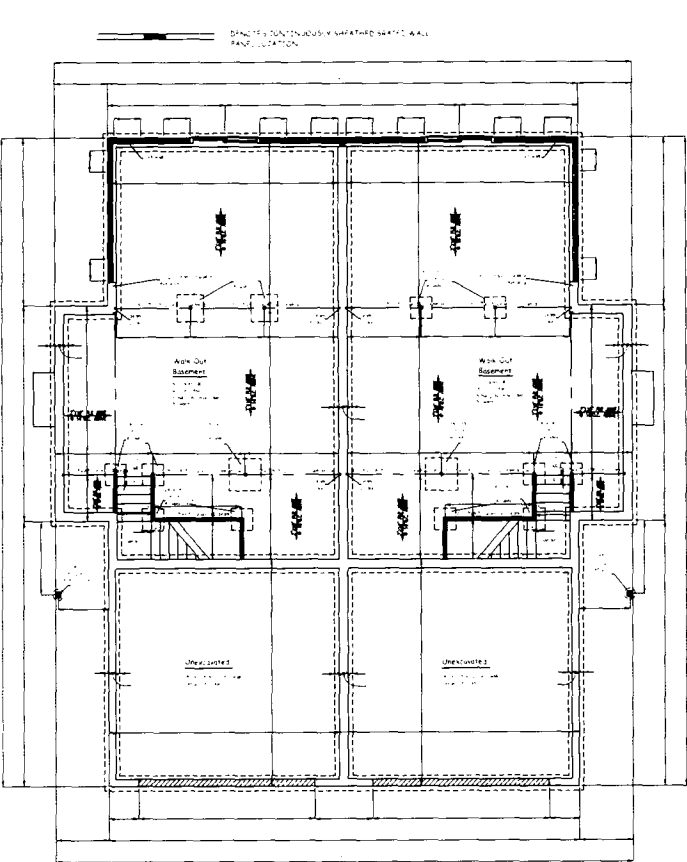
10/24/2014 10:10:12



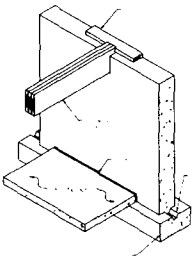




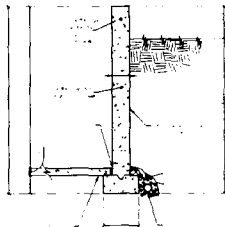




FOUNDATION PLAN
SCALE 1/4" = 1'-0"



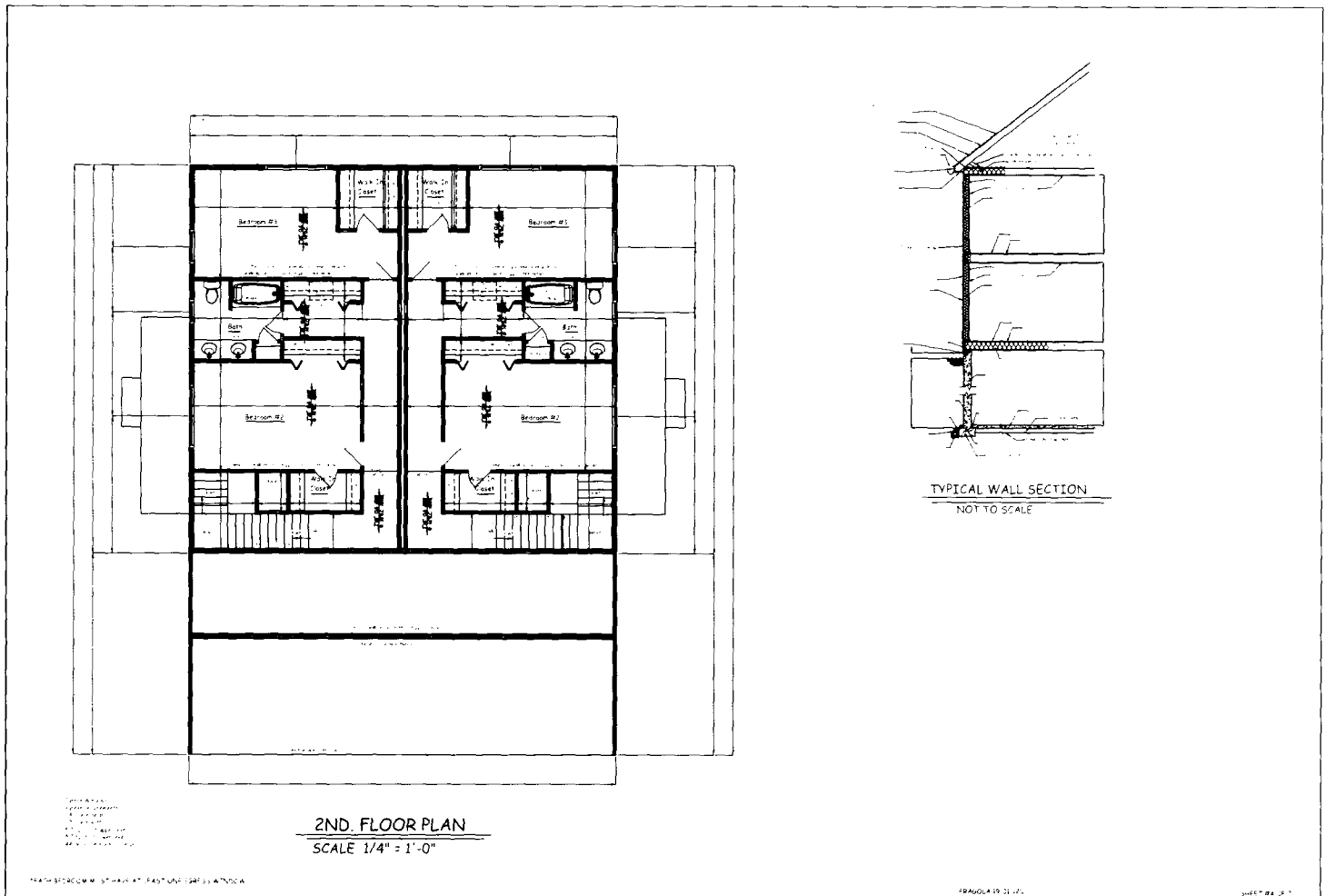
DETAIL



CROSS SECTION FOUNDATION WALL
NOT TO SCALE

GENERAL CONCRETE AND MASONRY NOTES

- 1. ALL CONCRETE SHALL BE CAST IN PLACE.
- 2. ALL CONCRETE SHALL BE CAST IN PLACE.
- 3. ALL CONCRETE SHALL BE CAST IN PLACE.
- 4. ALL CONCRETE SHALL BE CAST IN PLACE.
- 5. ALL CONCRETE SHALL BE CAST IN PLACE.
- 6. ALL CONCRETE SHALL BE CAST IN PLACE.
- 7. ALL CONCRETE SHALL BE CAST IN PLACE.
- 8. ALL CONCRETE SHALL BE CAST IN PLACE.
- 9. ALL CONCRETE SHALL BE CAST IN PLACE.
- 10. ALL CONCRETE SHALL BE CAST IN PLACE.



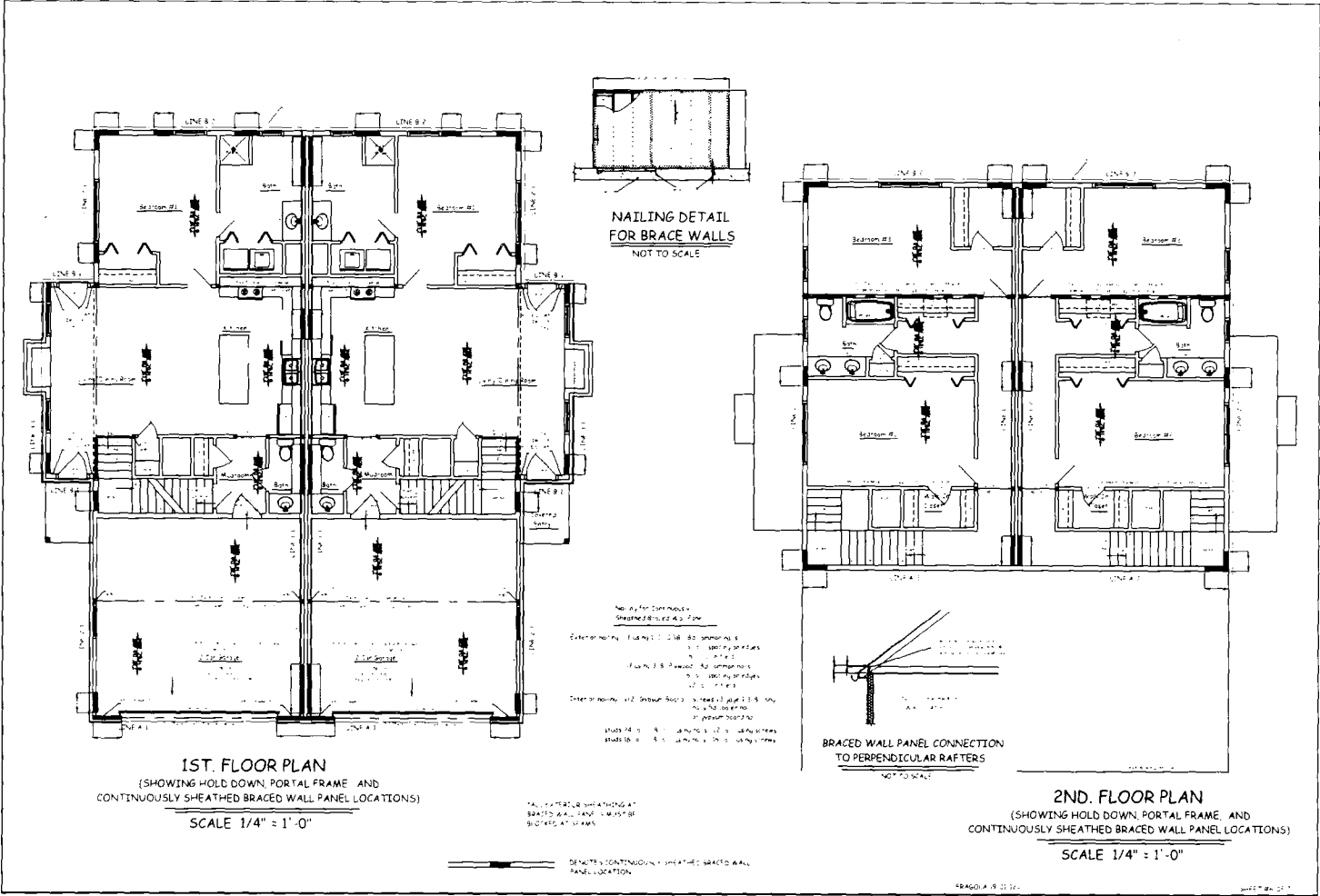


EXHIBIT A-5

CERTIFICATE

Re: SADDLEBROOK, a condominium development, situated on the northerly side of Allentown Road in the City of Bristol, County of Hartford and State of Connecticut, which premises are more particularly shown on a survey plan entitled "Lot 14 on a certain map entitled "SADDLEBROOK AMENDED EXHIBIT A-3" Lot 14 Allentown Road Bristol, Connecticut April 10, 2008, revised June 26, 2018, Prepared for Allentown Condos, LLC 22 Pine Street, Suite 203, Bristol, CT 06010 Scale: 1" = 40' R.R. Hiltbrand Engineers and Surveyors 340 Maple Avenue Bristol, Connecticut 06010 (860) 582-4548", as amended by and shown on a map entitled "SADDLEBROOK AMENDED EXHIBIT A-3 L14 ALLENTOWN RD" Scale: 1" = 40' prepared by R.R. Hiltbrand Engineers and Surveyors 340 Maple Avenue Bristol, Connecticut 06010 (860) 582-4548 dated October 6, 2020 and October 8, 2020 as "Q-462" in the Bristol Land Records.

I hereby certify, to the best of my knowledge and belief:

1. The undersigned engineer/surveyor is licensed by the State of Connecticut.
2. To the best of his knowledge, information and belief, the building containing Units 37, 39, 40, 63 and 64 Brookview Circle in SADDLEBROOK are located as shown on the As-Built Survey Map attached to the Declaration as Exhibit A-3, as amended.
3. Said Certificate is made pursuant to the provisions of Connecticut General Statutes, Section 47-220 of the Common Interest Ownership Act.
4. The undersigned certifies that he does not have any legal or equitable ownership interest in either condominium unit.

R.R. Hiltbrand Engineers and Surveyors

Dated: 10/30/2020

By: s/s Robert R. Hiltbrand
Registered Engineer/Surveyor

Received for Record at Bristol, CT
On 11/03/2020 At 11:39:03 am

 Town Clerk
Therese Pac



Doc ID: 005451380002 Type: LAN

BK 2157 PG 914-915

Return to:

Edward H. Smith Jr.
40 High Street
Bristol, CT 06010

THIRTEENTH AMENDMENT TO DECLARATION

SADDLEBROOK UNIT OWNERS ASSOCIATION, INC. ("the Association"), a Connecticut Non-Stock Corporation, acting as the governing authority for the Association with respect to Saddlebrook, a common interest community the Declaration of which is dated November 14, 2007 and on record April 9, 2008 and recorded in Volume 1769 at Page 954, as amended by the First Amendment to Declaration recorded April 10, 2008 in Volume 1769 at Page 1221 of the Bristol Land Records, the Second Amendment to Declaration recorded September 26, 2008 in Volume 1784 at Page 1 179 of the Bristol Land Records, the Third Amendment to Declaration recorded July 2, 2009 in Volume 1808 at Page 1233 of the Bristol Land Records, the Fourth Amendment to Declaration recorded July 7, 2010 in Volume 1842 at Page 252 of the Bristol Land Records, the Fifth Amendment to Declaration recorded July 1 8, 201 1 in Volume 1873 at Page 686 of the Bristol Land Records, the Sixth Amendment to Declaration recorded March 3 1, 2014 in Volume 1963 at Page 548 of the Bristol Land Records, the Seventh Amendment to Declaration recorded August 14, 2012 in Volume 2013 at Page 12391246 of the Bristol Land Records, the Eighth Amendment to Declaration recorded June 29, 2018 in Volume 2083 at Page 612 of the Bristol Land Records, the Ninth Amendment to Declaration recorded August 10, 2018 in Volume 2087 at Page 214 of the Bristol Land Records, the Tenth Amendment to Declaration recorded November 29, 2018 in Volume 2095 at Page 478 of the Bristol Land Records, in an Affidavit recorded July 15, 2014 in Volume 2112, at Page 48 of the Bristol Land Records and the Eleventh Amendment to Declaration recorded February 19, 2020 in Volume 2129 at Page 546 of the Bristol Land Records, acting in the exercise of the Rights and by virtue of a vote of the unit owners at a duly called and noticed meeting of the unit owners and the association whereby the requisite votes were received, hereby amends the original Declaration and all subsequent Amendments accordingly, as follows:

Sections 1.3 and 2.2 of the Declaration are hereby amended and the following is substituted therefore: **Section 1.3 – Association.** SADDLEBROOK UNIT OWNERS ASSOCIATION, INC., a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to Section 47-243 of the Connecticut General Statutes. **Section 2.2 – Association.** The name of the Association is SADDLEBROOK UNIT OWNERS ASSOCIATION, INC. All other references in the Declaration to SADDLEBROOK HOMEOWNERS ASSOCIATION, INC. are hereby amended to read SADDLEBROOK UNIT OWNERS ASSOCIATION, INC

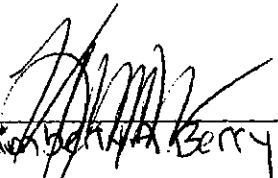
The purpose of this Amendment is to state and affirm that SADDLEBROOK UNIT OWNERS ASSOCIATION, INC. having a business address now or formerly at 10 Brookview Circle, Bristol, Connecticut 06010 has replaced and superseded SADDLEBROOK HOMEOWNERS ASSOCIATION, INC, having a business address now or formerly at 8 Brookview Circle, Bristol, Connecticut 06010 as the "Unit Owners' Association" for Saddlebrook, a Common Development, and possesses all of the "powers" enumerated in Section 47-80a et seq. of the Connecticut General Statutes. Additionally, the unit owners ratified and confirmed the actions taken by the Association in the name of SADDLEBROOK UNIT OWNERS ASSOCIATION, INC.

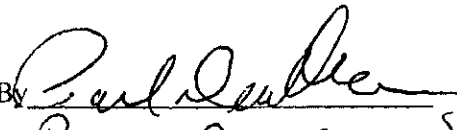
In witness whereof, the Association has caused this Amendment to be executed
this 25th day of November 2020.

Signed, Sealed and Delivered
in the Presence of:

SADDLEBROOK UNIT OWNERS
ASSOCIATION, INC.


Edward H. Smith Jr. x


Kimberley A. Berry x

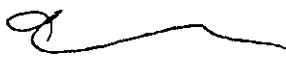
By 
PAUL DECELLES
SECRETARY

STATE OF CONNECTICUT)

) ss. Bristol

COUNTY OF HARTFORD)

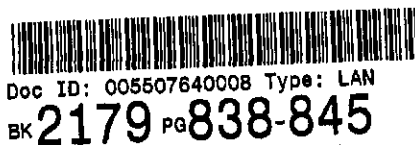
The foregoing instrument was acknowledged before me this 25th day of November,
2020, by Paul Decelles, Secretary, in such capacity on behalf of said Non-
Stock Corporation.



EDWARD H. SMITH JR.
Commissioner of the Superior Court

Received for Record at Bristol, CT
On 11/30/2020 At 12:41:58 pm


Theresa Pac Town Clerk



Return to:
Bryan F. Meccariello, Esq.
P.O. Box 874
Southington, CT 06489

FOURTEENTH AMENDMENT TO DECLARATION

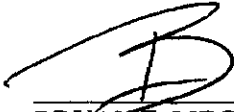
FRAGOLA ENTERPRISES, LLC, a Connecticut Limited Liability Company, as Successor Declarant to **ALLENTOWN CONDOS, LLC**, a Connecticut limited liability company, with a mailing address of 865 West Queen Street, Southington, Connecticut 06489, with respect to certain Special Declarant Rights and Development Rights (the "Rights") assigned to it by instrument recorded in Volume 1984, Page 1056 of the Bristol Land Records, which Rights exist with respect to Saddlebrook, a common interest community the Declaration of which is dated November 14, 2007 and record April 9, 2008 and recorded in Volume 1769 at Page 954, as amended by the First Amendment to Declaration recorded April 10, 2008 in Volume 1769 at Page 1221 of the Bristol Land Records, the Second Amendment to Declaration recorded September 26, 2008 in Volume 1784 at Page 1179 of the Bristol Land Records, the Third Amendment to Declaration recorded July 2, 2009 in Volume 1808 at Page 1233 of the Bristol Land Records, the Fourth Amendment to Declaration recorded July 7, 2010 in Volume 1842 at Page 252 of the Bristol Land Records, the Fifth Amendment to Declaration recorded July 18, 2011 in Volume 1873 at Page 686 of the Bristol Land Records, the Sixth Amendment to Declaration recorded March 31, 2014 in Volume 1963 at Page 548 of the Bristol Land Records, the Seventh Amendment to Declaration recorded August 14, 2012 in Volume 2013 at Page 1239-1246 of the Bristol Land Records, the Eighth Amendment to Declaration recorded June 29, 2018 in Volume 2083 at Page 612 of the Bristol Land Records, the Ninth Amendment to Declaration recorded August 10, 2018 in Volume 2087 at Page 214 of the Bristol Land Records, the Tenth Amendment to Declaration recorded November 29, 2018 in Volume 2095 at Page 478 of the Bristol Land Records and in an Affidavit recorded July 15, 2014 in Volume 2112, at Page 48 of the Bristol Land Records, the Eleventh Amendment to Declaration recorded February 19, 2020 in Volume 2129 at Page 546 of the Bristol Land Records, the Twelfth Amendment to Declaration recorded November 3, 2020 in Volume 2154 at Page 1004 of the Bristol Land Records and the Thirteenth Amendment to Declaration recorded November 30, 2021 in Volume 2157 at Page 914 of the Bristol Land Records, acting in the exercise of the Rights, hereby amends the original Declaration and all subsequent Amendments accordingly, as follows:

1. Exhibits A-2 are replaced with attached Exhibit A-2;
2. Exhibits A-3 are replaced with attached Exhibit A-3;
3. Exhibits A-4 are supplemented by attached Exhibit A-4; and
3. Exhibits A-5 are supplemented by attached Exhibit A-5.

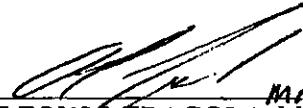
In witness whereof, the Successor Declarant has caused this Amendment to be executed this 7th day of May, 2021.

Signed, Sealed and Delivered
in the Presence of:

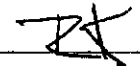
FRAGOLA ENTERPRISES, LLC



BRYAN F. MECCARIELLO

By  *Member*

ALFONSO FRAGOLA, Member



Ryan Kelly

STATE OF CONNECTICUT)
) ss. Southington
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 7th day of May, 2021, by **ALFONSO FRAGOLA**, Member of **FRAGOLA ENTERPRISES, LLC**, in such capacity on behalf of said limited liability company.



BRYAN F. MECCARIELLO
Commissioner of the Superior Court

EXHIBIT A-2

TABLE OF INTERESTS

<u>Street/Unit Nos.</u>	<u>Percentage Share of Common Elements/Expenses</u>	<u>Votes in the Association</u>
1 Brookview Circle 5	*	1
2 Brookview Circle 1	*	1
3 Brookview Circle 6	*	1
4 Brookview Circle 2	*	1
6 Brookview Circle 3	*	1
8 Brookview Circle 4	*	1
15 Brookview Circle 11	*	1
17 Brookview Circle 12	*	1
18 Brookview Circle 25	*	1
19 Brookview Circle 13	*	1
20 Brookview Circle 26	*	1
21 Brookview Circle 14	*	1
22 Brookview Circle 27	*	1
24 Brookview Circle 28	*	1
26 Brookview Circle 29	*	1
28 Brookview Circle 30	*	1
30 Brookview Circle 31	*	1
32 Brookview Circle 32	*	1
34 Brookview Circle 33	*	1
36 Brookview Circle 34	*	1
38 Brookview Circle 35	*	1
40 Brookview Circle 36	*	1
42 Brookview Circle 37	*	1
46 Brookview Circle 39	*	1
47 Brookview Circle 63	*	1
48 Brookview Circle 40	*	1
49 Brookview Circle 64	*	1
50 Brookview Circle 41	*	1
51 Brookview Circle 65	*	1
52 Brookview Circle 42	*	1
53 Brookview Circle 66	*	1
101 Turtlebrook Lane 24	*	1
102 Turtlebrook Lane 15	*	1
103 Turtlebrook Lane 23	*	1
104 Turtlebrook Lane 16	*	1
105 Turtlebrook Lane 22	*	1
106 Turtlebrook Lane 17	*	1
107 Turtlebrook Lane 21	*	1
108 Turtlebrook Lane 18	*	1
110 Turtlebrook Lane 19	*	1
112 Turtlebrook Lane 20	*	1

*Percentage Share of Common Elements/Expenses for each declared unit is on file in the office of the Saddlebrook Unit Owners Association, Inc.

EXHIBIT A-3

MAP

(Mylar has been filed with the Office of the Bristol City Clerk)

"SADDLEBROOK AMENDED EXHIBIT A-3" Lot 14 Allentown Road Bristol, Connecticut April 10, 2008, revised June 26, 2018, Prepared for Allentown Condos, LLC 22 Pine Street, Suite 203, Bristol, CT 06010 Scale: 1" = 40' R.R. Hiltbrand Engineers and Surveyors 340 Maple Avenue Bristol, Connecticut 06010 (860) 582-4548", as amended by and shown on a map entitled "SADDLEBROOK AMENDED EXHIBIT A-3 L14 ALLENTOWN RD" Scale: 1" = 40' prepared by R.R. Hiltbrand Engineers and Surveyors 340 Maple Avenue Bristol, Connecticut 06010 (860) 582-4548 dated April 27, 2021 and recorded April 28, 2021 as "Q-502" in the Bristol Land Records for all the DECLARED UNITS, particularly Units 41, 42, 65 and 66 Brookview Circle, as collectively listed on EXHIBIT A-2 "TABLE OF INTEREST" attached hereto.

R.R. Hiltbrand Engineers and Surveyors
575 North Main Street
Bristol, Connecticut 06010 (860) 582-4548"
Scale: 1"=40'

Prepared for:
Fragola Enterprises, LLC
865 West Queen Street
Southington, Connecticut 06489

EXHIBIT A-4

PLANS

Reference is made to the attached set of Plans entitled "Duplex - Two Family House Plans (2 Bedrooms), Saddlebrook Development, Allentown Road, Bristol, CT - Date: 02/03/2020 - Sheets #1-7" and "Duplex - Two Family House Plans (3 Bedrooms), Saddlebrook Development, Allentown Road, Bristol, CT - Date: 02/03/2020 - Sheets #1-7" on file with the Bristol Building Department for Units 41, 42, 65 and 66 Brookview Circle, Bristol, Connecticut 06010, respectively.

EXHIBIT A-5

CERTIFICATE

Re: SADDLEBROOK, a condominium development, situated on the northerly side of Allentown Road in the City of Bristol, County of Hartford and State of Connecticut, which premises are more particularly shown on a survey plan entitled "Lot 14 on a certain map entitled "SADDLEBROOK AMENDED EXHIBIT A-3" Lot 14 Allentown Road Bristol, Connecticut April 10, 2008, revised June 26, 2018, Prepared for Allentown Condos, LLC 22 Pine Street, Suite 203, Bristol, CT 06010 Scale: 1" = 40' R.R. Hiltbrand Engineers and Surveyors 340 Maple Avenue Bristol, Connecticut 06010 (860) 582-4548", as amended by and shown on a map entitled "SADDLEBROOK AMENDED EXHIBIT A-3 L14 ALLENTOWN RD" Scale: 1" = 40' prepared by R.R. Hiltbrand Engineers and Surveyors 340 Maple Avenue Bristol, Connecticut 06010 (860) 582-4548 dated April 27, 2021 and recorded on April 28, 2021 as "Q-502" in the Bristol Land Records.

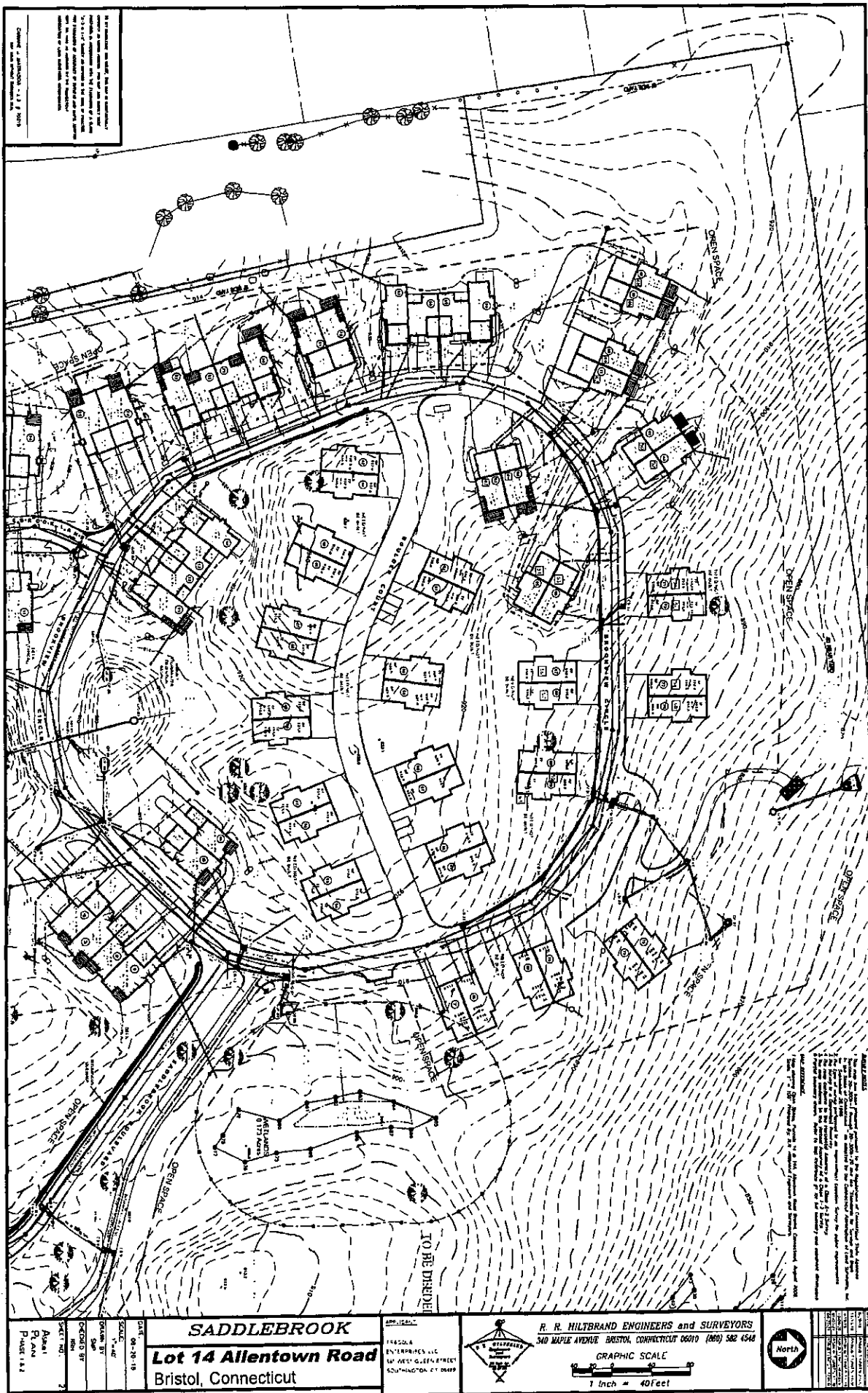
I hereby certify, to the best of my knowledge and belief:

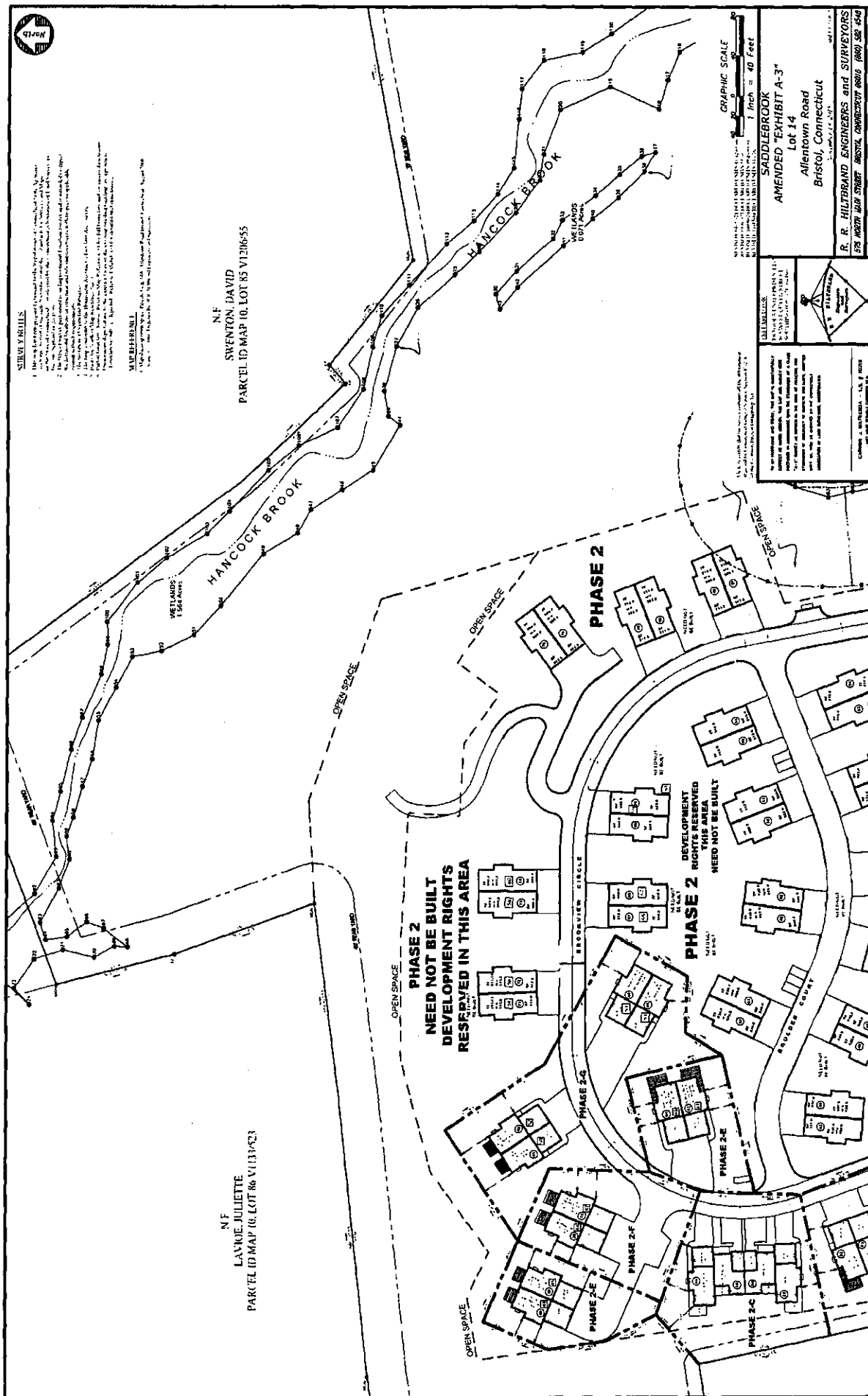
1. The undersigned engineer/surveyor is licensed by the State of Connecticut.
2. To the best of his knowledge, information and belief, the building containing Units 41, 41, 65 and 66 Brookview Circle in SADDLEBROOK are located as shown on the As-Built Survey Map attached to the Declaration as Exhibit A-3, as amended.
3. Said Certificate is made pursuant to the provisions of Connecticut General Statutes, Section 47-220 of the Common Interest Ownership Act.
4. The undersigned certifies that he does not have any legal or equitable ownership interest in either condominium unit.

R.R. Hiltbrand Engineers and Surveyors

Dated: 05/07/2021

By: s/s Robert R. Hiltbrand
Registered Engineer/Surveyor





Received for Record at Bristol, CT
On 05/17/2021 At 3:29:55 pm

Planned Town Clerk
THOMAS PAC



Doc ID: 005622630007 Type: LAN

BK 2223 PG 528-534

Return to:

Bryan F. Meccariello, Esq.
P.O. Box 874
Southington, CT 06489

FIFTEENTH AMENDMENT TO DECLARATION

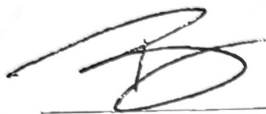
FRAGOLA ENTERPRISES, LLC, a Connecticut Limited Liability Company, as Successor Declarant to **ALLENTOWN CONDOS, LLC**, a Connecticut limited liability company, with a mailing address of 865 West Queen Street, Southington, Connecticut 06489, with respect to certain Special Declarant Rights and Development Rights (the "Rights") assigned to it by instrument recorded in Volume 1984, Page 1056 of the Bristol Land Records, which Rights exist with respect to Saddlebrook, a common interest community the Declaration of which is dated November 14, 2007 and record April 9, 2008 and recorded in Volume 1769 at Page 954, as amended by the First Amendment to Declaration recorded April 10, 2008 in Volume 1769 at Page 1221 of the Bristol Land Records, the Second Amendment to Declaration recorded September 26, 2008 in Volume 1784 at Page 1179 of the Bristol Land Records, the Third Amendment to Declaration recorded July 2, 2009 in Volume 1808 at Page 1233 of the Bristol Land Records, the Fourth Amendment to Declaration recorded July 7, 2010 in Volume 1842 at Page 252 of the Bristol Land Records, the Fifth Amendment to Declaration recorded July 18, 2011 in Volume 1873 at Page 686 of the Bristol Land Records, the Sixth Amendment to Declaration recorded March 31, 2014 in Volume 1963 at Page 548 of the Bristol Land Records, the Seventh Amendment to Declaration recorded August 14, 2012 in Volume 2013 at Page 1239-1246 of the Bristol Land Records, the Eighth Amendment to Declaration recorded June 29, 2018 in Volume 2083 at Page 612 of the Bristol Land Records, the Ninth Amendment to Declaration recorded August 10, 2018 in Volume 2087 at Page 214 of the Bristol Land Records, the Tenth Amendment to Declaration recorded November 29, 2018 in Volume 2095 at Page 478 of the Bristol Land Records and in an Affidavit recorded July 15, 2014 in Volume 2112, at Page 48 of the Bristol Land Records, the Eleventh Amendment to Declaration recorded February 19, 2020 in Volume 2129 at Page 546 of the Bristol Land Records, the Twelfth Amendment to Declaration recorded November 23, 2020 in Volume 2154 at Page 1004 of the Bristol Land Records, the Thirteenth Amendment to Declaration recorded November 30, 2020 in Volume 1257 at Page 914 of the Bristol Land Records and the Fourteenth Amendment to Declaration recorded May 17, 2021 in Volume 2179 at Page 838 of the Bristol Land Records acting in the exercise of the Rights, hereby amends the original Declaration and all subsequent Amendments accordingly, as follows:

1. Exhibits A-2 are replaced with attached Exhibit A-2;
2. Exhibits A-3 are replaced with attached Exhibit A-3;
3. Exhibits A-4 are supplemented by attached Exhibit A-4; and
3. Exhibits A-5 are supplemented by attached Exhibit A-5.

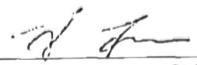
In witness whereof, the Successor Declarant has caused this Amendment to be executed
this 13th day of April, 2022.

Signed, Sealed and Delivered
in the Presence of:

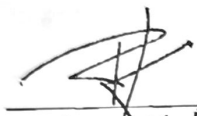
FRAGOLA ENTERPRISES, LLC



BRYAN F. MECCARIELLO

By  Member.

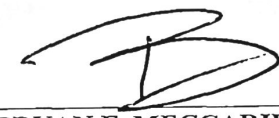
FRANK FRAGOLA, Member



Ryan Kelly

STATE OF CONNECTICUT)
) ss. Southington
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 13th day of April, 2022, by **FRANK FRAGOLA**, Member of **FRAGOLA ENTERPRISES, LLC**, in such capacity on behalf of said limited liability company.



BRYAN F. MECCARIELLO
Commissioner of the Superior Court

EXHIBIT A-2

TABLE OF INTERESTS

<u>Street/Unit Nos.</u>	<u>Percentage Share of Common Elements/Expenses</u>	<u>Votes in the Association</u>
54 Brookview Circle Unit 71	*	1
56 Brookview Circle Unit 72	*	1
58 Brookview Circle Unit 73	*	1
60 Brookview Circle Unit 74	*	1

*Percentage of Share of Common Elements/Expenses for each declared unit is on file in the office of the Saddlebrook Unit Owners Association, Inc.

EXHIBIT A-3

MAP

(Mylar filed with the Office of the Bristol City Clerk)

"SADDLEBROOK AMENDED EXHIBIT A-3, Lot 14, Allentown Road, Bristol, Connecticut (revised) March 7, 2022 and April 8, 2022" and filed with the Office of Bristol City Clerk, for the DECLARED UNITS, 71 and 72 Brookview Circle and 73 and 74 Brookview Circle, respectively and collectively listed on EXHIBIT A-2 "TABLE OF INTEREST" attached hereto.

R.R. Hiltbrand Engineers and Surveyors
575 North Main Street
Bristol, Connecticut 06010 (860) 582-4548"
Scale: 1"=40'

Prepared for:
Fragola Enterprises, LLC
865 West Queen Street
Southington, Connecticut 06489

EXHIBIT A-4

PLANS

Reference is made to the set of Plans A1.1 - A1.12 on file with the Bristol Building Department for Units 71, 72, 73 and 74 Brookview Circle, Bristol, Connecticut 06010.

1. The undersigned is a duly licensed Professional Engineer by the State of Connecticut.
2. He has reviewed his knowledge, information and belief of the building as shown on Plans A1.1 - A1.12, 71, 72, 73 and 74 Brookview Circle, Bristol, Connecticut, and has found that the same conform to the requirements of the Building Code of the State of Connecticut.
3. He has also reviewed the plans of the building as shown on Plans A1.1 - A1.12, 71, 72, 73 and 74 Brookview Circle, Bristol, Connecticut, and has found that the same conform to the requirements of the Building Code of the State of Connecticut.
4. The undersigned certifies that he does not have any legal or equitable interest in the building as shown on Plans A1.1 - A1.12, 71, 72, 73 and 74 Brookview Circle, Bristol, Connecticut.

R. E. McQuinn Engineers and Surveyors

Dated: 04/13/2020

By: Robert E. McQuinn
Registered Professional Engineer

Notary Public for the State of Connecticut
My Commission Expires: 04/13/2022

Notary Public for the State of Connecticut

EXHIBIT A-5

CERTIFICATE

Re: SADDLEBROOK, a condominium development, situated on the northerly side of Allentown Road in the City of Bristol, County of Hartford and State of Connecticut, which premises are more particularly shown on a survey plan entitled "Lot 14 on a certain map entitled, "MAP SHOWING OPEN SPACE PARCELS 14 & 14A ALLENTOWN ROAD, BRISTOL, CT. August 2006, PREPARED FOR: SOUTHERN WOODS DEVELOPERS, LLC. P.O. BOX 84 BRISTOL, CT 06010, R.R. HILTBRAND ENGINEERS and SURVEYORS 340 MAPLE AVENUE BRISTOL, CONNECTICUT 06010 (860) 582-4548" and previously recorded in the Land Records of the City of Bristol.

I hereby certify, to the best of my knowledge and belief:

1. The undersigned engineer/surveyor is licensed by the State of Connecticut.
2. To the best of his knowledge, information and belief, the building containing Units 71, 72, 73 and 74 Brookview Circle in SADDLEBROOK are located as shown on the As-Built Survey Map attached to the Declaration as Exhibit A-3, as amended.
3. Said Certificate is made pursuant to the provisions of Connecticut General Statutes, Section 47-220 of the Common Interest Ownership Act.
4. The undersigned certifies that he does not have any legal or equitable ownership interest in either condominium unit.

R.R. Hiltbrand Engineers and Surveyors

Dated: 04/13/2020

By: s/s Robert R. Hiltbrand
Registered Engineer/Surveyor

Received for Record at Bristol, CT
On 05/03/2022 At 2:16:46 pm

Theresa Puc Town Clerk
Theresa Puc


Doc ID: 005663810007 Type: LAN
BK 2237 PG 1069-1075

Return to:
Bryan F. Meccariello, Esq.
P.O. Box 874
Southington, CT 06489

SIXTEENTH AMENDMENT TO DECLARATION

FRAGOLA ENTERPRISES, LLC, a Connecticut Limited Liability Company, as Successor Declarant to **ALLENTOWN CONDOS, LLC**, a Connecticut limited liability company, with a mailing address of 865 West Queen Street, Southington, Connecticut 06489, with respect to certain Special Declarant Rights and Development Rights (the "Rights") assigned to it by instrument recorded in Volume 1984, Page 1056 of the Bristol Land Records, which Rights exist with respect to Saddlebrook, a common interest community the Declaration of which is dated November 14, 2007 and record April 9, 2008 and recorded in Volume 1769 at Page 954, as amended by the First Amendment to Declaration recorded April 10, 2008 in Volume 1769 at Page 1221 of the Bristol Land Records, the Second Amendment to Declaration recorded September 26, 2008 in Volume 1784 at Page 1179 of the Bristol Land Records, the Third Amendment to Declaration recorded July 2, 2009 in Volume 1808 at Page 1233 of the Bristol Land Records, the Fourth Amendment to Declaration recorded July 7, 2010 in Volume 1842 at Page 252 of the Bristol Land Records, the Fifth Amendment to Declaration recorded July 18, 2011 in Volume 1873 at Page 686 of the Bristol Land Records, the Sixth Amendment to Declaration recorded March 31, 2014 in Volume 1963 at Page 548 of the Bristol Land Records, the Seventh Amendment to Declaration recorded August 14, 2012 in Volume 2013 at Page 1239-1246 of the Bristol Land Records, the Eighth Amendment to Declaration recorded June 29, 2018 in Volume 2083 at Page 612 of the Bristol Land Records, the Ninth Amendment to Declaration recorded August 10, 2018 in Volume 2087 at Page 214 of the Bristol Land Records, the Tenth Amendment to Declaration recorded November 29, 2018 in Volume 2095 at Page 478 of the Bristol Land Records and in an Affidavit recorded July 15, 2014 in Volume 2112, at Page 48 of the Bristol Land Records, the Eleventh Amendment to Declaration recorded February 19, 2020 in Volume 2129 at Page 546 of the Bristol Land Records, the Twelfth Amendment to Declaration recorded November 23, 2020 in Volume 2154 at Page 1004 of the Bristol Land Records, the Thirteenth Amendment to Declaration recorded November 30, 2020 in Volume 1257 at Page 914 of the Bristol Land Records and the Fourteenth Amendment to Declaration recorded May 17, 2021 in Volume 2179 at Page 838 of the Bristol Land Records and the Fifteenth Amendment to Declaration recorded May 3, 2022 in Volume 2223, at Page 528 of the Bristol Land Records, acting in the exercise of the Rights, hereby amends the original Declaration and all subsequent Amendments accordingly, as follows:

1. Exhibits A-2 are replaced with attached Exhibit A-2;
2. Exhibits A-3 are replaced with attached Exhibit A-3;
3. Exhibits A-4 are supplemented by attached Exhibit A-4; and
3. Exhibits A-5 are supplemented by attached Exhibit A-5.

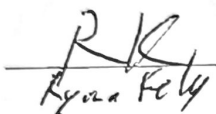
In witness whereof, the Successor Declarant has caused this Amendment to be executed this 21st day of September, 2022.

Signed, Sealed and Delivered
in the Presence of:

FRAGOLA ENTERPRISES, LLC


BRYAN F. MECCARIELLO

By  member
FRANK FRAGOLA, Member


Bryan F. Meccariello

STATE OF CONNECTICUT)
) ss. Southington
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 21st day of September, 2022, by **FRANK FRAGOLA**, Member of **FRAGOLA ENTERPRISES, LLC**, in such capacity on behalf of said limited liability company.

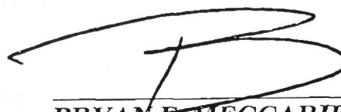

BRYAN F. MECCARIELLO
Commissioner of the Superior Court

EXHIBIT A-2

TABLE OF INTERESTS

<u>Street/Unit Nos.</u>	<u>Percentage Share of Common Elements/Expenses</u>	<u>Votes in the Association</u>
55 Brookview Circle Unit 67	*	1
57 Brookview Circle Unit 68	*	1
59 Brookview Circle Unit 69	*	1
61 Brookview Circle Unit 70	*	1
66 Brookview Circle Unit 10	*	1
68 Brookview Circle Unit 9	*	1
70 Brookview Circle Unit 8	*	1
72 Brookview Circle Unit 7	*	1

*Percentage of Share of Common Elements/Expenses for each declared unit is on file in the office of the Saddlebrook Unit Owners Association, Inc.

Prepared for:
Fragola Enterprises, LLC
865 West Queen Street
Southampton, Connecticut 06485

EXHIBIT A-3

MAP

(Mylar filed with the Office of the Bristol City Clerk)

“SADDLEBROOK AMENDED EXHIBIT A-3, Lot 14, Allentown Road, Bristol, Connecticut (revised) March 7, 2022 and April 8, 2022” and filed with the Office of Bristol City Clerk, for the DECLARED UNITS, 67, 68, 69 and 70 and DECLARED UNITS 7, 8, 9 and 10 respectively and collectively listed on EXHIBIT A-2 “TABLE OF INTEREST” attached hereto.

R.R. Hiltbrand Engineers and Surveyors
575 North Main Street
Bristol, Connecticut 06010 (860) 582-4548”
Scale: 1”=40’

Prepared for:
Fragola Enterprises, LLC
865 West Queen Street
Southington, Connecticut 06489

EXHIBIT A-4

PLANS

Reference is made to the set of Plans A1.1 - A1.12 on file with the Bristol Building Department for Units 67, 68, 69, 70 and Units 7, 8, 9 and 10 Brookview Circle, Bristol, Connecticut 06010.

HILTBRAND ENGINEERS, INC. 100 WEST MAPLE AVENUE BRISTOL, CONNECTICUT 06010 and previously recorded in the Land Records of the City of Bristol.

I hereby certify to the best of my knowledge and belief:

1. The above named engineer/surveyor is licensed by the State of Connecticut.

2. To the best of my knowledge, information and belief, the building described in Plans A1.1 - A1.12 and Units 7, 8, 9 and 10 Brookview Circle are located as shown on the As-Built Survey Map attached to this Declaration as Exhibit A-3, as shown.

3. This Declaration is made pursuant to the provisions of Connecticut General Statutes, Section 47-220 of the Connecticut Condominium Act.

4. The undersigned certifies that he does not have any legal or equitable interest in the property other than as owner.

R.R. Hiltbrand, Engineer and Surveyor

Dated: 10/1/84

By: R.R. Hiltbrand
Registered Professional Engineer

EXHIBIT A-5

CERTIFICATE

Re: SADDLEBROOK, a condominium development, situated on the northerly side of Allentown Road in the City of Bristol, County of Hartford and State of Connecticut, which premises are more particularly shown on a survey plan entitled "Lot 14 on a certain map entitled, "MAP SHOWING OPEN SPACE PARCELS 14 & 14A ALLENTOWN ROAD, BRISTOL, CT. August 2006, PREPARED FOR: SOUTHERN WOODS DEVELOPERS, LLC. P.O. BOX 84 BRISTOL, CT 06010, R.R. HILTBRAND ENGINEERS and SURVEYORS 340 MAPLE AVENUE BRISTOL, CONNECTICUT 06010 (860) 582-4548" and previously recorded in the Land Records of the City of Bristol.

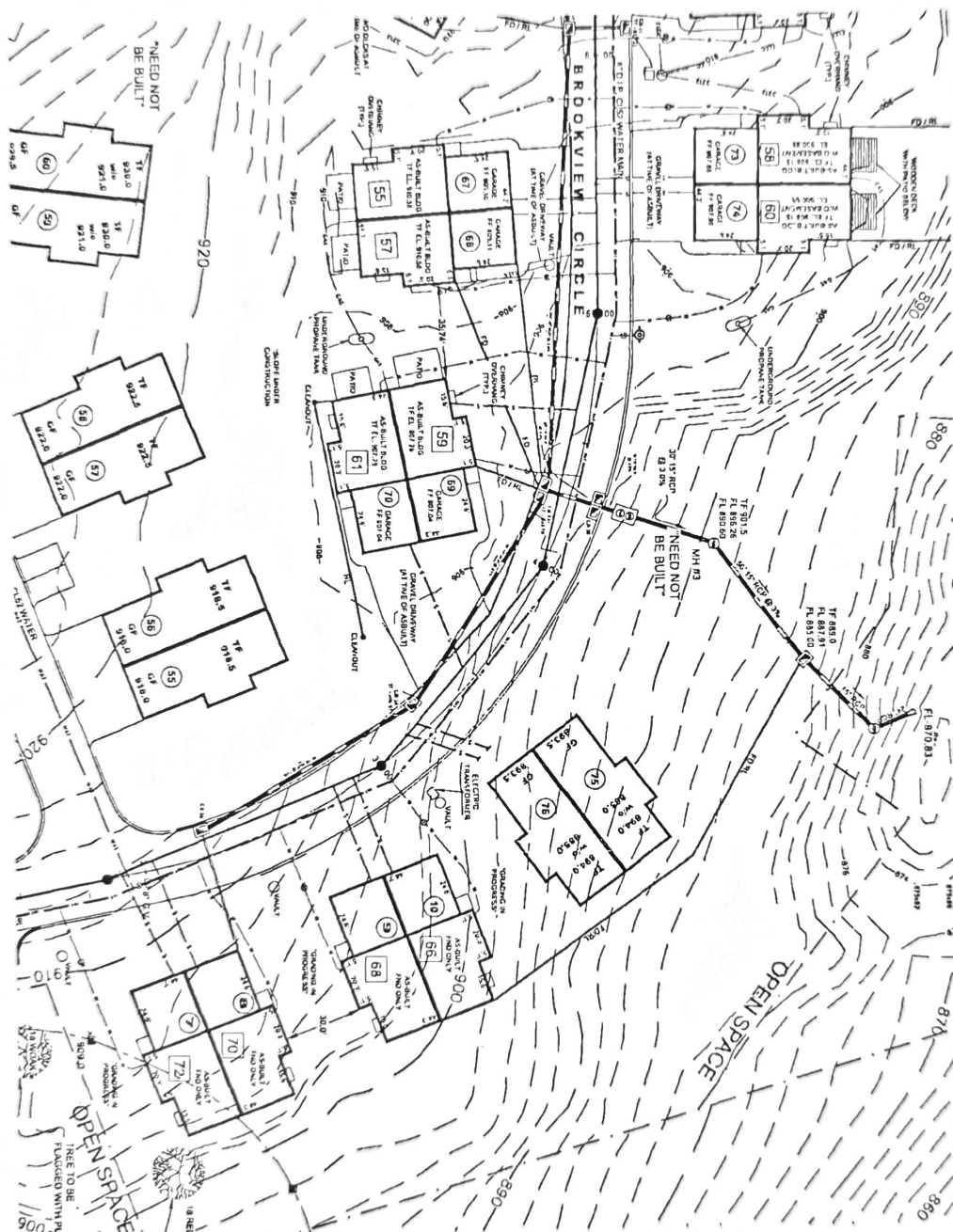
I hereby certify, to the best of my knowledge and belief:

1. The undersigned engineer/surveyor is licensed by the State of Connecticut.
2. To the best of his knowledge, information and belief, the building containing Units 67, 68, 69, 70 and Units 7, 8, 9 and 10 Brookview Circle in SADDLEBROOK are located as shown on the As-Built Survey Map attached to the Declaration as Exhibit A-3, as amended.
3. Said Certificate is made pursuant to the provisions of Connecticut General Statutes, Section 47-220 of the Common Interest Ownership Act.
4. The undersigned certifies that he does not have any legal or equitable ownership interest in either condominium unit.

R.R. Hiltbrand Engineers and Surveyors

Dated: 09/21/2022

By: s/s Robert R. Hiltbrand
Registered Engineer/Surveyor

[illegible]

Received for Record at Bristol, CT
On 09/28/2022 At 10:33:47 am

Charles P. Papp Town Clerk
THOMSON PAGE

ASSET PLAN PAGE 142	SHEET NO. 2	CHECKED BY: DATE:	DRAWN BY: DATE:	SCALE: 1" = 40'	DATE: 08-20-18	SADDLEBROOK Lot 14 Allentown Road Bristol, Connecticut	APPLICANT: FRAGOLA ENTERPRISES LLC 165 WEST QUINN STREET SOUTHINGTON, CT 06488	R. R. HILTBRAND ENGINEERS and SURVEYORS 575 NORTH MAIN STREET BRISTOL CONNECTICUT 06010 (860) 552 4518 GRAPHIC SCALE  1 inch = 20 feet	R. R. HILTBRAND ENGINEERS & SURVEYORS 	STATE OF CONNECTICUT DEPARTMENT OF CONSTRUCTION PLANNING & DESIGN DIVISION 100 WATER STREET, SUITE 200 BRISTOL, CT 06010 (860) 552-4518 www.ct.gov/dcp	PROJECT NO.: DRAWING NO.: SHEET NO.:
						18-001-001 18-001-001 18-001-001					