

WATERTOWN OLD FARMS  
A Condominium

*Declarant:*

CAPITAL CONSTRUCTION CORPORATION  
319 Thomaston Road  
Watertown, Connecticut

*Condominium:*

WATERTOWN OLD FARMS  
319 Thomaston Road  
Watertown, Connecticut

RECEIPT FOR PUBLIC OFFERING STATEMENT

The undersigned hereby acknowledges receipt from Capital Construction Corporation, on \_\_\_\_\_, 199\_\_\_\_, of a copy of the Public Offering Statement - Revision #4 of Watertown Old Farms.

The following Amendments were received:

Date: \_\_\_\_\_

PURCHASERS:

\_\_\_\_\_  
\_\_\_\_\_

PUBLIC OFFERING STATEMENT

REVISION #4

**WATERTOWN OLD FARMS, AN EXPANDABLE CONDOMINIUM**

This Public Offering Statement is made pursuant to the provisions of The Connecticut Common Interest Ownership Act, Public Act 83-474, as amended by Public Act 84-472. This statement is intended to disclose fully and accurately to a prospective buyer the characteristics of Watertown Old Farms, An Expandable Condominium. The statement is only a summary and you should be aware that the condominium declaration, by-laws, purchase agreement, and warranty deed are legal instruments which define your rights and responsibilities both as a buyer and as an owner of a condominium unit.

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1. (a) Declarant:

CAPITAL CONSTRUCTION CORPORATION  
319 Thomaston Road  
Watertown, Connecticut 06405

(b) Name, Address and Type of Common Interest Community:

Watertown Old Farms  
319 Thomaston Road  
Watertown, Connecticut

Watertown Old Farms is a condominium.

2. Description of the Common Interest Community:

Watertown Old Farms lies on a tract of land of approximately 24.9 acres located on the westerly side of Thomaston Road in Watertown, Connecticut. It is a part of a larger tract of approximately thirty acres, part of which has been declared as a portion of the condominium and part of which is owned by the Declarant. That tract is located on the westerly side of Thomaston Road and the northerly side of Miriam Lane. The Declaration of Condominium with the amendments on record refers to sixteen buildings. Before any conveyance of units in Buildings 14, 16, 17 and 18, appropriate amendments will be recorded to add additional land to the condominium and so add those Buildings to the condominium.

TYPES NUMBER OF BUILDINGS AND AMENITIES:

The Common Interest Community is planned to consist of twenty buildings containing one hundred ten residential units and garage units. Buildings 1 through 13, inclusive, and Buildings 15, 19 and 20 have been built. Buildings 14 and 16 are in the process of construction. As Buildings 14, 16, 17 and 18 are constructed, the Declaration of Condominium will be amended to add those buildings. Buildings 14 and 16 each contain six (6) units, so that when those buildings have been completed, the Condominium complex will have a total of 100 units. There is no requirement that Buildings 17 and 18 must be built; if they are, however, there will be an additional 10 units for a total of 110 units.

The residential buildings will be of frame construction. The garage buildings will be constructed of similar materials.

The Clubhouse and tennis courts have been constructed as part of a prior section of the development.

#### EXPANDABLE CONDOMINIUM

The Declarant presently intends to expand the condominium in sections, but there is no requirement that it do so. As additional buildings are built and/or additional sections are added, additional land will be added to the condominium. For that reason, fractional interests in the limited common areas and common areas will or may change. Additional land will be added when the Declaration is amended to add Building 14.

If additional buildings are added to the condominium, it is anticipated that the general exterior appearance of the buildings will be approximately similar to the present section. The interior of the units may or may not be the same size as those in prior sections and may or may not be of the same or similar configuration. It is anticipated that the maximum number of units which might be constructed is 110. It is anticipated that each building will contain between 2 and 6 units. There is no requirement that any additional units must be built except for Buildings 14 and 16, that the condominium must be expanded or that any specific number of units must be built.

#### SCHEDULE OF COMMENCEMENT AND COMPLETION OF BUILDINGS AND AMENITIES:

The eighty-eight (88) units comprising the present condominium are completed. Buildings 14 and 16 are in the process of construction. The Clubhouse has been completed. The construction schedule for Buildings 14 and 16 indicate that Building 14 will be completed about July 1, 1992 and Building 16 before the end of the summer of 1992. A construction schedule for Buildings 17 and 18 has not as yet been set, and these buildings need not be built by the Declarant. If the Declarant decides to expand the condominium, then it is anticipated that additional buildings will be constructed commencing in 1992 or 1993 and that construction will continue for an additional period of three to five years. The Declarant discloses that this anticipated schedule may not be followed.

There is no particular order in which Building 17 and 18

will be built. The proposed amendments to the Declaration assume that the Buildings will be built in the following order: 14, 16, 17, and 18. If this order changes, the amendments will vary to reflect the change.

The Tenth Amendment to the Declaration included land upon which the Clubhouse was built. The Declarant reserved the right to use the Clubhouse for office purposes without charge until all 110 Units have been completed.

3. Number of Units:

Watertown Old Farms, as described in the attached Declaration and Amendments 1 through 15, contains 88 units. Twelve additional units will be contained in Buildings 14 and 16. If the Condominium is expanded, there will be additional units. It is presently contemplated that the maximum number of units in all will be 110.

4. Documents:

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

(a) Declaration:

The Declaration which as been recorded to establish the Common Interest Community is attached as Exhibit A. At the time of the preparation of this Revision to the Public Offering Statement, Amendments 1 through 15 have been recorded. Before any units and additional buildings are conveyed, the appropriate amendments creating those units will have been recorded. The Description of Land, Table of Interests, Survey, Plans and Architect's Certificate of Completion form are attached to the Declaration as Schedules A-1, A-2, A-3, A-4 and A-5, respectively. Amendments and proposed Amendments are also attached.

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

Since the initial Declaration, the Declarant has not created any recorded covenants, conditions, restrictions or reservations other than those contained in the Declaration and the reservation of the use of

the Clubhouse for office purposes. For that reason, no separate copies of covenants, conditions, restrictions and reservations are attached as an exhibit to this Public Offering Statement.

(c) Bylaws:

The Bylaws of Watertown Old Farms, Inc., as amended, are attached as Exhibit B.

(d) Rules:

The Rules of Watertown Old Farms, Inc., as amended, are attached as Exhibit C.

(e) Deed:

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

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

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

(g) Power of Attorney to be executed by purchasers at closing:

At the time of closing, the purchaser(s) will be required to execute an Irrevocable Power of Attorney designating the Declarant as their attorney-in-fact for the purpose of making certain modifications to the condominium documents. The form to be executed is attached as Exhibit E.

(h) Contracts or leases that will or may be subject to cancellation by the Condominium Association:

Management Contract: The management of the Condominium has been turned over to the Condominium Association. The Association has entered into a Contract with G & W Management, Inc. to manage the Condominium. The Management Contract is for a period terminating on December 31, 1994.

Each purchaser is affected by the contract in that the contract is a contract with the Manager permitting

it to manage and operate the Common Interest Community at its own discretion, based upon services and maintenance standards in the contract.

The Manager is not and has no relation to the Declarant.

(i) Other Contracts:

There are presently no additional contracts which have been let, but it is anticipated that the manager will enter into contracts for rubbish removal, grounds keeping, snow plowing, etc.

(j) Other property which may be added to the Common Interest Community:

The Sixteenth Amendment to the Declaration contains a description of additional property owned by the Declarant which will become part of the Common Interest Community. The addition of this land will allow for a maximum of 110 units.

5. Projected budget for the Association:

The projected budgets for the year ending July 31, 1992 and July 31, 1993 are attached as Exhibit G. These are based upon 88 units.

It is anticipated that there will be more than 88 units paying condominium common charges during the period of time from July 1, 1992 through July 31, 1993. The creation of additional units will affect the budget.

All projected budgets were prepared by the condominium Board of Directors.

All budgets are based on a one hundred percent occupancy rate and the estimates are in current 1992 dollars unadjusted for possible inflation.

6. Services not reflected in the budget:

The Declarant is presently providing services and payment expenses with regard to portions of the Common Interest Community which are under construction. In the preparation of the budget, however, it has been assumed that all such expenses will be paid by the Association.

7. Initial or Special Fees:

The Declarant does not presently intend to collect from purchasers at closing, a working capital contribution for common expenses. In the event that any mortgagee or regulatory agency shall require such contributions or escrows for working capital of the Association, then the same shall be collected. It is anticipated that the Association may in the future require escrows to cover common assessments.

In the event that the Declarant shall make contributions to the Association for unsold units, the Declarant shall be permitted to recoup its contribution from later purchasers.

8. Liens, defects or encumbrances:

Title to the property and each Unit therein is and will be subject to the following:

- (a) Taxes to the Town of Watertown and Fire District including any reassessment or reallocation from the creation of the Common Interest Community. Such taxes will be current as of the date of delivery of the unit deed.
- (b) A mortgage from Capital Construction Corporation to American Bank of Connecticut dated July 23, 1984, and recorded in the Watertown Land Records on July 24, 1984 at 11:03 a.m. Said loan is also secured by an Assignment of Rents and Leases and a Uniform Commercial Code Financing Statement, both dated and recorded on said dates. A partial release of such encumbrances will be delivered at the time of the closing.
- (c) Easements in favor of the Connecticut Light and Power Company and such other utility easements as may be granted.
- (d) The Declarant's right to construct underground and aboveground utility lines, pipes, wires, ducts, conduits, and other facilities for the purpose of furnishing utility and other services to buildings and improvements which may be constructed upon adjacent property for the purpose of expanding the condominium.
- (e) The Declarant's right to grant easements to public

utility companies and to convey improvements within those easements anywhere in the Common Interest Community for the purpose of furnishing utility and other services to buildings and improvements to be constructed in the property now dedicated or which any hereafter be dedicated to the condominium.

- (f) The Declarant's right to construct drainage or to grant easements for adjacent property owned by the Declarant.
- (g) Easements for some or all of such services passing through individual units within the condominium.
- (h) The Declarant's right to construct additional buildings and add them to the condominium complex.
- (i) Declarant's right to use office space in the Clubhouse until the entire contemplated project is complete.

9. Financing offered or arranged by Declarant:

The Declarant is not offering any financing to Unit purchasers. Unit purchasers must make their own arrangements for financing.

10. Title Certificates and Title Insurance:

The Declarant will arrange to have its attorney issue to the buyers of units in Buildings 14 , 16 , 17 and 18 a Certificate of Title certified to the extent of the purchase price and also arrange to have issued to one mortgagee for each of such buyers a Certificate of Title certified to the extent of the amount of the mortgage. In order to issue the Certificate to the mortgagee, the Declarant's attorney will have to be provided with a copy of the mortgage deed at the time of closing. These certificates will be issued only after the closing and in groups approximately monthly to those buyers whose closings have taken place during preceding month. Any additional title work, certificates of title, or title insurance policies required by the buyers will be at the expense of the buyers, and the buyers will have to make their own arrangements for the same. The Declarant has made arrangements for the issuance of title insurance policies at the request of and at the expense of the buyers; the buyer's attorney

request of and at the expense of the buyers; the buyer's attorney can be supplied with further information concerning this from the Declarant's attorney.

11. Warranties:

Statutory Warranties provided by the Act are as follows:



I. Express Warranties of Quality - Section 75.

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

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

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

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

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

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

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

II. Implied Warranties of Quality - Section 76.

(a) A declarant warrants to a purchaser that a unit will be in at least as good condition at the earlier of the time of the conveyance or delivery of possession as it was at the time of contracting, reasonable wear and tear excepted.

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

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

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

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

(f) Any conveyance of a unit transfers to the purchaser all of the declarant's implied warranties of

quality only to the extent such a conveyance would transfer warranties pursuant to chapter 827 of the general statutes.

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

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

(a) Except as limited by subsection (b) of this section with respect to a purchaser of a unit that may be used for residential use, implied warranties of quality: (1) may be excluded or modified by agreement of the parties; and (2) are excluded by expression of disclaimer, such as "as is," "with all faults," or other language that in common understanding calls the purchaser's attention to the exclusion of warranties.

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

IV. Statute of Limitation for Warranties - Section 78.

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

(b) Subject to subsection (c) of this section, a cause of action for breach of warranty of quality, regardless of the purchaser's or association's lack of knowledge of the breach accrues:

(1) As to a unit, at the time the purchaser to whom the warranty is first made enters into possession if a

possessory interest was conveyed or at the time of acceptance of the instrument of conveyance if a nonpossessory interest was conveyed; and

(2) as to each common element, at the time the common element is completed and first used by a bona fide purchaser.

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

V. Statutory Warranties - Chapter 827.

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

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

Sec. 47-117 Express Warranties. (a) Express warranties by a vendor are created as follows: (1) Any written affirmation of fact or promise which relates to the improvement and is made a part of the basis of the

bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms to such affirmation or promise; (2) any written description of the improvement, including plans and specifications thereof, which is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms to such description; and (3) any sample or model which is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms substantially to such sample or model.

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

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

(d) An express warranty shall terminate: (1) In the case of an improvement completed at the time of the delivery of the deed to the purchaser, one year after the delivery or one year after the taking of possession by the purchaser, whichever occurs first; and (2) in

the case of an improvement not completed at the delivery of the deed to the purchaser, one year after the date of the completion or one year after taking of possession by the purchaser, whichever occurs first.

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

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

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

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

modification, and the terms of the new agreement with respect to it.

(e) The implied warranties created in this section shall terminate: (1) In the case of an improvement completed at the time of the delivery of the deed to the purchaser, one year after the delivery or one year after the taking of possession by the purchaser, whichever comes first; and (2) in the case of an improvement of completed at the time of delivery of the deed to the purchaser, one year after the date of the completion or one year after taking of possession by the purchaser, whichever occurs first.

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

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

VI. Statutory Warranty - Section 47-121.

A third statutory warranty is found in Section 47-121 of the Connecticut General Statutes and is as follows: Implied Warranty with Certificate of Occupancy. The issuance by the building department of any municipality of a certificate of occupancy for any newly constructed single-family dwelling shall carry an implied warranty to the purchaser of such dwelling from the vendor who constructed it that such vendor has complied with the building code or the customary application and interpretation of the building code of such municipality. No action shall be brought on such

implied warranty but within three years next from the date of the issuance of such certificate of occupancy.

LIMITATIONS ON WARRANTIES

PURSUANT TO SUBSECTION 77(b) OF THE ACT AND SUBSECTION 47-118d OF THE CONNECTICUT GENERAL STATUTES, THE FOLLOWING WARRANTIES ARE EXCLUDED, AND THE PURCHASE AGREEMENT WILL CONTAIN A PROVISION TO THAT EFFECT:

- (a) NO WARRANTIES ARE MADE AS TO THE CONDITION OF ANY HOT WATER HEATER, AIR CONDITIONER, KITCHEN EQUIPMENT OR APPLIANCE OR OTHER ITEMS CONSIDERED CONSUMER PRODUCTS UNDER THE MANGNUSEN-MOSS FEDERAL TRADE COMMISSION IMPROVEMENTT ACT. THE DECLARANT WARRANTS, HOWEVER, THAT ALL SUCH EQUIPMENT WILL BE INSTALLED NEW AND THAT THE DECLARANT WILL DELIVER TO BUYER ANY MANUFACTURER'S WARRANTIES THAT ARE BOTH APPLICABLE TO SUCH EQUIPMENT OR APPLIANCES AND FOR THE SOLE BENEFIT OF THE CONSUMER PURCHASER.
- (b) IMPROVEMENT AND APPLIANCES INSTALLED BY DECLARANT AT THE BUYER'S REQUEST AND EXPENSE, IF ANY, SHALL BE COVERED BY THE MANUFACTURER'S OR CONTRACTOR'S WARRANTY, IF ANY.
- (c) THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF HEALTH OF ANY SHRUBS, TREES OR PLANTINGS LOCATED ON THE AREAS SURROUNDING THE BUILDINGS. THE DECLARANT WILL DELIVER TO THE ASSOCIATION ANY NURSERY'S WARRANTIES THAT ARE BOTH APPLICABLE TO SUCH VEGETATION AND FOR THE SOLE BENEFIT OF THE UNIT OWNER'S ASSOCIATION.
- (d) DAMAGE DUE TO ORDINARY WEAR AND TEAR, ABUSIVE USE, OR LACK OF PROPER MAINTENANCE OF YOUR HOME IS NOT COVERED BY WARRANTY.
- (e) DEFECTS NOT COVERED BY WARRANTY INCLUDE THOSE WHICH ARE THE RESULT OF CHARACTERISTICS COMMON TO THE MATERIALS USED, SUCH AS (BUT NOT LIMITED TO) WRAPPING AND DEFLECTION OF WOOD, FADING CHALKING AND CRACKING OF PAINT DUE TO SUNLIGHT OR THE ELEMENTS; EXTRACTIVE



BLEEDING OF CEDAR OR OTHER SIDING MATERIALS; CRACKS DUE TO THE DRYING AND CURING OF CONCRETE, STUCCO, GROUT, PLASTER, BRICKS, AND MASONRY; NAIL POPS; DRYING, SHRINKING AND CRACKING OF CAULKING AND WEATHERSTRIPPING; MINOR OPENINGS OF JOINTS OF RESILIENT FLOORING, VINYL, RUBBER, TILE; FLOOR SQUEAKS (EXTENSIVE RESEARCH AND WRITING ON THIS SUBJECT CONCLUDES THAT MUCH AS BEEN TRIED BUT LITTLE CAN BE DONE ABOUT FLOOR SQUEAKS. YOUR RETURN AIR FLOW WILL TEND TO MINIMIZE THIS CONDITION, BUT AN OCCASIONAL SQUEAK MAY STILL DEVELOP. GENERALLY THESE WILL APPEAR AND DISAPPEAR WITH CHANGES IN WEATHER CONDITIONS).; BROKEN GLASS, NOT OBSERVED AT FINAL INSPECTION; MIRROR DEFECTS, (TOP QUALITY MIRRORS HAVE BEEN USED. POSSIBLE DEFECTS SUCH AS WAVES IN GLASS, SCRATCHES, SILVERING FAILURE WOULD HAVE BEEN OBVIOUS AT FINAL INSPECTION. MIRROR SILVERING CAN BE AFFECTED BY STEAM AND MINUTE OIL PARTICLES-TAKE CARE NOT TO TOUCH THE SILVER WITH CLEANING COMPOUNDS OR OIL); MINOR WARPAGE OF STAINED WOOD DOORS AND CABINET DOORS, (WOOD CABINETS, PANELING, AND DOORS ALL HAVE VARIATIONS IN WOOD GRAIN. THESE VARIATIONS CANNOT BE CONTROLLED.); CHIPS, SCRATCHES OR MARKS IN TILE, WOODWORK, WALLS PORCELAIN, FIBERGLASS PRODUCTS, BRICK, MIRRORS, PLUMBING FIXTURES, MINOR SCRATCHES ON FORMICA, GLASS, ETC. NOT RECOGNIZED AT TIME OF FINAL INSPECTION; MINOR FADING OF CARPETING DUE TO VARIETY EXPOSURE TO LIGHT.

- (f) DEFECTS IN ITEMS INSTALLED BY YOUR OR ANYONE ELSE EXCEPT US OR (IF REQUESTED BY US) OUR SUBCONTRACTORS ARE NOT COVERED BY WARRANTY.
- (g) WORK DONE BY YOU OR ANYONE ELSE EXCEPT US OR (IF REQUIRED BY US) OUR SUBCONTRACTORS ARE NOT COVERED BY WARRANTY. WORK PERFORMED BY YOU OR ANYONE HIRED BY YOU ON ANY ITEM THAT IS COVERED BY OUR WARRANTY WILL VOID THE WARRANTY ON THAT ITEM.
- (h) WARRANTIES COVER THE COST OF MATERIALS AND LABOR FOR

REPAIRS ONLY. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

- (i) NO REPRESENTATION IS MADE CONCERNING THE HABITABILITY OF BASEMENTS OR THAT THE SAME ARE SUITABLE FOR USES OTHER THAN THOSE ORDINARILY ASSOCIATED WITH BASEMENTS.

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

12. Buyer's Right to Cancel:

- (a) Within fifteen days after receipt of a Public Offering Statement a purchaser, before conveyance, may cancel any contract for purchase of a unit from the Declarant and
- (b) If the Declarant fails to provide a Public Offering Statement to a purchaser before conveying a Unit, that purchaser may recover from the Declarant ten percent of the sales price of the Unit plus ten percent of the share, proportionate to his or her Common Expense liability, of any indebtedness of the Association secured by Security Interests encumbering the Common Interest Community.

13. Unsatisfied Judgments or pending suits:

The Declarant is unaware of any unsatisfied judgments or pending suits involving the condominium brought by or against the Declarant or by or against the Association with the exception of one action pending against Capital Construction Corporation involving a claim concerning water in the basement of one unit.

14. Escrow:

Any deposit made in connection with the purchase of a Unit will be held in an escrow account until closing and will be returned to the purchaser if the purchaser cancels the contract pursuant to Section 70 of the Act or if any mortgage contingency clause in the contract of sale is not satisfied. Such deposits will be held without interest.

The name and address of the escrow agent is:

Premiere Properties  
401 Main Street  
Watertown, CT 06795

15. Restrictions on use, alienation or occupancy:

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

- (a) Each Unit is restricted to residential use as a single family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign of any type or for any purpose which may be seen on the outside of any Unit shall be displayed either within or outside of any 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 two per bedroom as designated on the plans on file with the building official of the Town of Watertown.
- (b) Garages are restricted to use by the Units to which such garage is a Limited Common Element, as storage and as a parking space for vehicles, specifically excluding, however, trucks, commercial vehicles and campers. Pick-up trucks, vans, boats and campers shall be parked only in areas specially designated by the Association.
- (c) The uses of Units and Common Elements is subject to the Bylaws and the Rules of the Association.
- (d) In the event that any Unit Owner, other than the Declarant, shall receive a bona fide offer to purchase any unit from a buyer willing, ready and able to purchase the same, then the Unit Owner must first offer to sell such Unit to the condominium association under all of the terms and provisions as set forth in the Bylaws.

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

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

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

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

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

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

Fire, Extended Coverage, etc. Coverage of replacement cost as estimated by the insurer will be provided for all buildings, including:

- (a) The Common Elements;
- (b) The Units from the inside surface of the sheetrock outward and all fixtures, equipment and decorations included as standard in the unit, and Improvements and betterments of a Common Element, but excluding land, excavations and the like;
- (c) Such personal property of the Association as is normally insured under building coverage; and

Liability. Liability insurance, including medical payments insurance, for at least \$1,000,000.00 insuring the Association and each Unit owner with respect to liability arising out of or

in connection with the use, ownership or maintenance of the Common Elements; however, a Unit Owner will not be insured against liability for accidents which are the Unit Owner's own fault, such as may occur within his or her Unit or Limited Common Elements, or for accidents with respect to which liability does not arise out of or in connection with the use, ownership or maintenance of the Common Elements.

For more details see Articles XXII and XXIII of the Declaration.

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

17. Fees or charges for the use of the Common Elements.

The Executive Board has the authority to impose charges for the use, rental or operation of Common Elements, including the amenities described above.

18. Financial arrangements for completion of Improvements:

The Declarant is constructing the Improvements from its own resources, and from the proceeds of a commercial revolving loan in a principal amount of \$1,020,000.00 dated July 23, 1984 with American Bank of Connecticut. No assurances are given that these proceeds are sufficient to complete all such improvements or that the proceeds will be fully advanced. The construction lender has not obligated itself to complete such improvements and in the event of foreclosure may choose not to complete.

19. Zoning and other land use requirements.

The property is located within the DRD-F #1 Zone. The DRD-F #1 Zone of the Town of Watertown permits the construction of the contemplated project.

Site plan approval for 17 units was obtained from the Town Plan and Zoning Commission on June 11, 1984. This approval related to Section 1 of the condominium development consisting of the original three (3) buildings with seventeen (17) units. Approval for the additional buildings have been obtained at various times.

20. Type of Utilities:

The Declarant presently intends to install sanitary sewers, storm sewers, water lines, electric lines, gas lines, telephone lines and television cable and it is presently intended that all of such services be underground. Non-essential services may not be provided and some of such services may be aboveground.

21. Maximum Number of Units:

The Declarant has reserved the right in the Declaration to add additional property to the condominium and to create additional units. It is contemplated that there will be a maximum of one hundred ten (110) units. If the entire project is developed, there will be an average of approximately three and two-thirds units per acre. The additional property which may be added is described in Exhibits A-6 and amendments to that Exhibit.

22. Number of percentage of Units that may be created that will be restricted exclusively to residential use:

All of the units will be restricted exclusively to residential use except for limited professional uses as herein referred,, provided that the Declarant may use one or more of the units for models and/or as an office and that the units so used may change from time to time.

23. Maximum percentage of the real proterty areas subject to Development Rights and the floor areas of all Units that may be created that are not restricted exclusively to residential use:

All Units are restricted to use as a single-family residences. For that reason, one hundred percent (100%) of the real property and one hundred percent (100%) of the floor areas of all the Units that may be created are restricted exclusively to residential use. The exceptions to this are (1) that the Declarant may use the Units for certain sales and management purposes pursuant to the rights reserved in the Declaration and (2) limited professional uses as referred to herein.

24. Development Rights and conditions or limitations on exercise:

The Declarant has created a condominium consisting of eighty-eight (88) units in sixteen (16) buildings, each unit having a garage. Buildings 14 and 16 will contain an additional six (6) units each. Buildings seventeen (17) and eighteen (18), if completed, will contain an additional five (5) units each for a total of ten (10) additional units. The entire project, if completed, may contain as many as 110 units.

The exterior construction of the buildings and improvements will be compatible with the buildings and improvements already constructed, but the interior of the buildings may or may not be

substantially similar to the buildings constructed. It is anticipated that future buildings will contain between five (5) and six (6) units each.

The Declarant has reserved the right to construct underground and aboveground utility lines, pipe, wires, ducts, conduits, sewers and other facilities for the purpose of furnishing utility and other services to the units, some of which lines run through portions of the units already constructed or to be constructed. The Declarant also reserves the right to grant easements to public utility companies and convey improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes.

No assurances are made by the Declarant regarding the portions of the areas shown as "Development Rights Reserved in this Area" as to the portions where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

The Development Rights may be exercised at any time. The Declarant may terminate some or all of the Development Rights.

The Declarant will reserve the right to use office space in the clubhouse without charge until the entire project, containing 110 units, is completed and sold.

25. Maximum extent to which each Unit's Allocated Interests may be changed by the exercise of any Development Right:

The Allocated Interests of each existing Unit have been calculated using the following formulas:

- (a) Undivided Interest in the Common Elements and Liability for the Common Expenses. All units will have an equal percentage of the undivided common elements and an equal percentage of liability for common expenses. As additional units are added to the Common Interests Community, the percentage of each attributable to each unit will decrease proportionately.



(b) Votes. Each Unit in the Common Interest Community shall have one equal vote.

26. Compatibility of Buildings or other Improvements to existing buildings and Improvements:

The quality of exterior construction of any building to be created on the Property shall be consistent with the quality of existing buildings. The Declarant makes no other assurances regarding compatibility.

27. Other Improvements and Limited Common Elements that may be created pursuant to any Development Right:

The Declarant may add additional property to the condominium and may construct additional buildings. In addition, the Declarant may create additional garages and dedicated parking spaces.

The Declarant may also construct tennis courts and a nature trail.

The Declarant may also add uncovered parking spaces to service additional Units.

28. Limitations as to the location of any building or other Improvement that may be made:

There is no limitation as to the location of any building or other Improvement which may be made.

29. Similarity of Limited Common Elements created pursuant to any Development Right to Limited Common Elements within other parts of the Common Interest Community:

Within the limitations of architectural variation, the proportion of balconies and patios assigned to individual Units will be approximately equal to the proportions assigned to individual Units of the same architectural type initially constructed.

The Declarant reserves the right, however, to vary architectural types of Units.

No other assurances are made.

30. Equality of proportion of Limited Common Elements to Units created pursuant to any Development Right to the proportion existing in other parts of the Common Interest Community:

No assurances are made that the proportion of Limited Common Elements to Units that may be created will be equal to the proportion existing in other parts of the Common Interest Community.

31. Applicability of restrictions in the Declaration affecting use, occupancy, and alienation of Units to any Units created pursuant to any Development Right:

The restrictions in the Declaration regarding the use, occupancy and alienation of Units will apply to all Units created in the Common Interest Community.

32. Applicability of assurances made pursuant to Section 66 of the Act in the event that any Development Right is not exercised by the Declarant:

All assurances made in Paragraphs 20-30 pursuant to Section 66 of the Act are applicable whether or not any Development Right is exercised by the Declarant.

33. Time Share restrictions. Time-sharing is prohibited.

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

Dated: Watertown, Connecticut  
June 23, 1992

CAPITAL CONSTRUCTION CORPORATION, DECLARANT  
DECLARANT

By \_\_\_\_\_  
James W. Turner  
Its President

VOL 391 PAGE 37

DECLARATION

OF

WATERTOWN OLD FARMS

WATERTOWN, CONNECTICUT

A. M.

Received f Record B/9/85 at 9:40/ and Recorded in Watertown  
Land Records in Vol. 391, Page 37.

Attest: Mary B. Canty , Mary B. Canty, Town Clerk

INDEXED

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SCHEDULES



DECLARATION  
WATERTOWN OLD FARMS

Capital Construction Corporation, a Connecticut corporation with an office at Branford, Connecticut does hereby submit the real property in the Town of Watertown, County of Litchfield, State of Connecticut described in Schedule A-1, to the provisions of the Common Interest Ownership Act, Public Act 83-474 of the Connecticut General Statutes, as amended, for the purpose of creating Watertown Old Farms.

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, Public Act 83-474 of the Connecticut General Statutes as it, may be amended from time to time.

Section 1.2 - Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, one vote 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. Watertown Old Farms, Inc., a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to Section 44 of the Act.

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.

Section 1.5 - Common Expenses, The expenses for the operation of the Common Interest Community as set forth in Section 19.1 of this Declaration.

Section 1.7 - Common Interest Community. Watertown Old Farms.

Section 1.8 - Declarant. Capital Construction Corporation, a Connecticut corporation or its successor as (defined in Subsection 3(12) of the Act.

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 be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.13 - Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the eligible insurer be given the notices and other rights described in Article XVIII.

the Common Elements allocated by the Declaration or by the operation of Subsection (2) or (4) of Section 22 of the Act for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in the Common Interest Community are described in Article VI 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 secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.25 - Survey. The survey filed with this Declaration as Schedule A-3, as it may be amended from time to time.

Section 1.26 - Unit. A physical portion of the Common (Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.3 of this Declaration.

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

ARTICLE II

Name and Type of Common Interest  
Community and Association

Section 2.1 - Common Interest Community. The name of the Common Interest Community is Watertown Old Farms. Watertown Old Farms is a condominium.

Section 2.2 - Association. The name of the Association is Watertown Old Farms, Inc.

ARTICLE III

Description of Land

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

ARTICLE IV

Maximum Number of Units, Identification and Boundaries

Section 4.1 - Number of Units. The Common Interest Community presently contains six (6) Units. The Declarant may add additional land as described in Exhibit A-6, to the Common Interest Community and create additional Units up to a maximum of a total of one hundred ten (110) Units. If the Declarant

shall purchase additional adjoining land, as described in Exhibit A-7, the maximum number of units may increase in the same density per acre. The anticipated total maximum number of units would then be one hundred fifty-five (155).

Section 4.2 - Identification of Units. The six original units (#1 through 17, inclusive) and the proposed additional eleven units (#1 through 11, inclusive) are identified by number and are shown on the Survey or Plans or both. When and if additional land is added to the Common Interest Community and additional Units are constructed, those Units will be (identified by number and will be shown on additional surveys or plans or both. Garages and dedicated parking spaces will be numbered the same as the units to which they are limited common elements.

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 Coors 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 Tlnit shall include the spaces and Improvements lying within the boundaries described in Subsection 4.3(a) above, and shall also contain any pipes, wires, ducts and conduits situated in the perimeter walls of the Unit serving only that Unit.
- (c) Exclusions: Except when specifically included by other provisions of Section 4.3, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in

Subsection 4.3(a) above; and all chutes, pipes, flues, ducts, wires, conduits, sewer lines, water lines, utility lines, telephone lines, cable television lines, and other facilities running through any interior or exterior 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, wine, conduit, sewer line, water line, utility line, telephone line, cable television line, or any other fixture lies outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element, the use of which is limited to that Unit, and any portion thereof serving more than one Unit or any portion of the common Elements is a part of the Common Elements.
- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures 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 the entrances to each building, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.
- (d) Garages and designated parking spaces, the use of which is limited to the Units to which they are assigned as shown on the Survey and Plans or both.
- (e) Attic space above each Unit, the use of which is limited to the Unit beneath it, and basement space, the use of which is limited to the unit above it.
- (f) Any space heating, water heating and air conditioning apparatus and all electrical switches, television, telephone, and electrical receptacles and light switches serving one Unit

exclusively, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.

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

ARTICLE VI

Maintenance, Repair and Replacement

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

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

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

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



Section 6.4 - Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, and also for the purpose of servicing and maintaining all sewer lines, utility lines, telephone lines, and television cable lines, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time. The Association shall have the authority to make all reasonable rules and regulations concerning the obtaining of access in the event of emergency including the availability of keys and means of access through alarm systems.

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 a Survey may be subsequently allocated as Limited Common Elements in accordance with Subsection 8.1(b) and Section 12.1 of this Declaration.

ARTICLE VIII

Development Rights and Other Special Declarant Rights

Section 8.1. Reservation of Development Rights. The

Declarant reserves the following Development Rights:

- (a) The right to construct Buildings #1 and 2 and garages as shown on the survey, containing Units #1-11, and the right to amend this Declaration to include those units as part of the Common Interest Community.
- (b) The right to arid additional land to the Common Interest community and to add Units thereto, as described in Exhibits A-6 and A-7, and to add Common Elements, and Limited Common Elements in the areas shown on Survey and Plans as "Future Section" and or "Development Rights Reserved in this Area;" further in connection therewith, to reallocate the undivided interest in the common Elements and percentage of liability attributed to each Unit.
- (c) The right to allocate and re-allocate and to reposition as Limited Common Elements the parking spaces and garages as shown on the Survey and assign them to particular Units.
- (d) The right to construct underground utility lines, pipes, wines, ducts, conduits, sewer lines, telephone lines, television cables and other facilities across the all land on the survey, whether presently part of the condominium or which may in the future become part of the condominium for the purpose of furnishing utility and other services to buildings and Improvements presently constructed or to be constructed on all land which becomes part of this condominium complex. Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes. If the Declarant grants any such,

easements, Schedule A-1 shall be amended to include reference to the recorded easement. Easements may exist within individual units and do exist pursuant to Section 6.4.

- (e) The right to amend this Declaration and all of the Exhibits and Schedules thereto.

Section 8.2 - Limitations on Development Rights. The

Development Rights reserved in Section 8.1 are limited as follows:

- (a) Not more than one hundred four (104) additional Units may be created under the Development Rights, unless additional land is purchased, as described in Exhibit A-7. In such event the number may increase to one hundred thirty-nine (139).
- (b) The exterior of the construction of any buildings and Improvements to be created shall be consistent with the exterior 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 9.3 - Phasing of Development Rights. No assurances are made by the Declarant regarding the portions of the areas shown as "Future Sections" or "Reserved For Future Development" or "Development Rights Reserved in this Area" on the Plans and Survey as to the portions where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

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

- (a) To complete Improvements indicated on the Survey and Plans filed with this Declaration:

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

Section 8.5 - Models, Sales 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.

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

Section 8.7 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common

Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

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

Section 8.9 - Declarant Control of the Association.

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

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

- (b) Not later than sixty days after conveyance of one-third of the Units that may be created to Unit

Owners other than a Declarant, at least one member and not less than one-third of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.

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

Section 6.10 - Limitations on Special Declarant Rights.

Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant until the earlier of the following: so long as the Declarant is obligated under any warranty or obligation, holds a Development Right to create additional Units or Common Elements, or owns any Unit. Earlier termination of certain rights may occur by statute.

Section 6.11 - 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 interest have been allocated

in accordance with the with the formulas set cut 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 Interests allocated to each Unit have been calculated on the following formulas:

- (a) Undivided Interest in the Common Elements and Liability or the Common Expenses. A units will have an equal percentage of the undivided common elements and an equal percentage of liability for common expenses. If the Common Interest Community is expanded, the percentage of the undivided interest allocated to each Unit, both existing and additional, shall be established by the Declarant based on said standards.
- (b) Votes. Each Unit in the Common Interest Community shall have one equal Vote. Any specified percentage, age, portion or lraction 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

- (a) Each Unit is restricted to residential use as a single-family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign of any type or for any purpose which may he seen on the outside of ante Unit shall be dsplayed either within or outside of any 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 two per bedroom as designated on the plans on file with the building official of the Town of Watertown.

- (b) Garages and designated parking spaces are restricted to use by the Unit to which such Garage or space is a Limited Common Element, as storage and as a parking space for vehicles, specifically excluding, however, trucks, commercial vehicles and campers.
- (c) The use of Units and Common Elements is subject to the Bylaws and the Rules of the Association.
- (d) For any period during which any Common Expense assessment remains unpaid or, after Notice and Hearing, for any period not to exceed thirty (30) days, for any infraction of its published Rules, the Executive Board may suspend the right to use Common Elements not necessary to give access to a public street.

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

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

In the event that any Unit Owner, other than the Declarant, shall enter into an agreement for a bona fide sale of a Unit to a purchaser able to purchase the same, then the Association shall have a right of first refusal to purchase said Unit under all of the terms and provisions as contained in the proposed agreement. Notification of such proposed sale together with a copy of the proposed agreement shall be submitted to the Association. If the Association shall not exercise such right of first refusal for a period of fifteen (15) days from the date of receipt by it of such notice, then it shall be presumed that the Association has not exercised its right as to such particular contract.



ARTICLE XI

Easements and Licenses

All easements or licenses to which the Common Interest Community is presently subject, other than mortgages which will be released as to each unit as that unit is conveyed, 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

The Declarant has reserved the right to allocate as Limited Common Elements the parking spaces shown on the Survey. If any such parking spaces are so allocated, they shall be assignee to particular units by a number identical to the unit number. The Declarant reserves the right to re-allocate and reposition the garages.

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 Declarant or Association by amendment to this Declaration.

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

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 chance the appearance of the common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Executive Board;
  - (iii) After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this Subdivision is not an alteration of boundaries.
- (b) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 13.1(a)(ii). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.
- (c) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.
- (A) 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 which, in its judgment, it deems necessary.

ARTICLE XIV

Relocation of Boundaries Between Adjoining Units

Section 14.1 - Application and Amendment. Subject to approval of any structural changes and required permits pursuant to Article XIII, the boundaries between adjoining Units may be relocated by an amendment to this Declaration on application to the Association by the owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment shall be executed by those Unit Owners and contain word's of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be

endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 14.2 - Recording Amendments. The Association shall prepare and record Surveys or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

The applicants shall pay for the costs of preparation of the amendment and its recording.

ARTICLE XV

Amendments to Declaration

Section 15.1 - General. Except in cases of amendments that may be executed by the Declarant in the exercise of its Development Rights or by the Association under Section 12.1 and 14.1, or by certain Unit Owners under section 14.1 of this Declaration and Section 38 of the Act, and except as limited by Section 15.4 and Article XVIII of this Declaration, this Declaration, including the Survey and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty seven percent (67%) of the votes 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 year after the amendment is recorded.

Section 15.3 - Recordation of Amendments. Every amendment to this Declaration shall be recorded in every town in

which any portion of the Common Interest Community is located and is effective only on recordation. An amendment except an amendment pursuant to Article XIV of this Declaration, shall be indexed in the grantee index in the name of the Common Interest Community and the Association and in the grantor index in the name of the parties executing the amendment.

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

Section 15.5 - Execution of Amendments. Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or in the absence of designation, by the president of the Association.

Section 15.5 - Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

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

ARTICLE XVI

Amendments to Bylaws

Except as set forth in this Declaration, the Bylaws may be amended only by vote of two-thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

ARTICLE XVII

Termination

Termination of the Common Interest Community may be accomplished only in accordance with Section 3B of the Act.

ARTICLE XVIII

Mortgagee Protection

Section 18.1 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 18.2 - Percentage of Eligible Mortgagees:

Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

Section 18.3 - Notice of Actions. The Association

shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit in which there is a first Security interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;
- (b) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in section 18.4; and
- (e) Any judgment rendered against the Association.

Section 18.4 - Consent Required.

- (a) Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 18.4(a) may be effective without the vote of at least sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner vote required in this Declaration or the Act) and until approved in writing by at least fifty-one percent (51%) 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 and replacement of Common Elements;

- (iv) Responsibility for maintenance and repairs;
  - (v) Reallocation of interests in the Common Elements or Limited, Common Elements except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in such Units must approve such action;
  - (vi) Rights to use Common Elements and Limited Common Elements;
  - (vii) Boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security interests in such Unit or Units must approve such action;
  - (viii) Convertibility of Units into Common Elements or Common Elements into Units;
  - (ix) Expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;
  - (x) Insurance or fidelity bonds;
  - (xi) Leasing of Units;
  - (xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
  - (xiii) Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
  - (xiv) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;
  - (xv) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
  - (xvi) Any provision that expressly benefits mortgage holders, insurers or guarantors.
- (b) Actions. Notwithstanding any lower requirement permitted by this Declaration or the Act, the Association may not take any of the following actions without the approval of at least fifty-one



(51%) 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 percent (80%) Eligible Mortgagee approval is required. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the benefit of the Common Interest Community shall not be deemed a conveyance or encumbrance within the meaning of this clause;
- (ii) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- (iii) The restoration or repair of the Property after hazard damage or a partial condemnation in a manner other than that specified in the Documents;
- (iv) The termination of the Common Interest Community, as to which a sixty-seven percent (67%) 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 no more than one year;
- (viii) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and
- (ix) Any action taken not to repair or replace the Property.

(51%) 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 percent (80%) Eligible Mortgagee approval is required. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the benefit of the Common Interest community shall not be deemed a conveyance or encumbrance within the meaning of this clause:
- (ii) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee:
- (iii) The restoration or repair of the Property after hazard damage or a partial condemnation in a manner other than that specified in the Documents;
- (iv) The termination of the Common Interest Community, as to which a sixty-seven percent (67%) 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 no more than one year:
- (viii) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and
- (ix) Any action taken not to repair or replace the Property.

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

Section 18.5 - 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 18.6 - Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if:

- (a) The Common Interest Community contains fifty 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 18.7 - 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 18.8 - Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

ARTICLE XIX

Assessment and Collection of Common Expenses

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

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

Section 19.2 - Apportionment of Common Expenses.

Except as provided in Section 19.3, all Common Expenses shall be assessed against t 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) Assessments to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (d) If any Common Expense is caused by the misconduct of a Unit Owner, the Association may, after Notice and Hearing, assess that expense exclusively against his or her Unit.
- (e) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Section 19.4 - Lien.

- (a) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A lien under this Section is prior to all other liens and encumbrances on a Unit except' (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first or second Security Interest in the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all Security Interests described in Subdivision (2) of this Subsection to the extent of the common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 19.5 of this Article which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in Subdivision (2) of this Subsection. This Subsection does not affect the priority of 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 years after the full amount of the assessments becomes due; provided, that if an owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy code is lifted.
- (e) This Section does not prohibit actions to recover sums for which Subsection (a) of this Section ,

creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

- (f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's 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 assessments, the court may appoint a receiver of the Unit owner pursuant to Section 52-204 of the Connecticut General Statutes to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 19.5 of this Declaration.
- (i) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against 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.
- (i) Any payments received by the Association in the discharge or a Unit Owner's obligation may be applied to the oldest balance due.

Section 19.5 - Budget Adoption and Ratification.

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

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

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

Section 19.7 - certificate of Payment of Common Expense Assessments. The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

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

Section 19.9 - Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense

assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 19.10 - Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 19.11 - No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the common Elements or by abandonment of the Unit against which the assessments are made.

Section 19.12 - Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

#### ARTICLE XX

##### Right to Assign Future Income

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



ARTICLE XXI

Persons and Units Subject to Documents

Section 21.1 - Compliance with Documents. All Unit

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

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

ARTICLE XXII

Insurance

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

Section 22.2 - Property Insurance.

(a) Property insurance covering the project facilities (which term means all buildings on the Property, including that portion of the Units from the inside surface of the sheetrock outward and decorations included as standard in the units and improvements to the common elements, 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

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

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

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

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

(i) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household;

(ii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

(iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

- (iv) Loss shall be adjusted with the Association.
- (v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Unit Owner and such Unit owner's mortgagee.
- (vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.
- (vii) The name of the insured shall be substantially as follows:  
"Watertown Old Farms, Inc. for the use and benefit of the individual Owners".

Section 22.3 - Liability Insurance. Liability

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

- (a) Other Provisions. Insurance policies carried pursuant to this Section shall provide that:
  - (i) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association.
  - (ii) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his or her household;
  - (iii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
  - (iv) If, at the time of a loss under the policy, there is other insurance in the name of a

Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

- (v) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association! each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 22.4 - 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 month's assessments plus reserve funds. The bond shall include a provision that calls for thirty (30) days' written notice to the Association, to each holder of a Security Interest in a Unit and to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Unit before the bond can be cancelled or substantially modified for any reason; except that if cancellation is for non-payment of premiums, only ten (10) days' notice shall be required.

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 23.1 - Duty to Restore. Any portion of the Property for which insurance is required under [Section 56] of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association unless:

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

Section 23.2 - Cost. 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 percent (51%) of Eligible  
Section 23.4 - Replacement of Less Than Entire  
Property.

- (a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community;
- (b) Except to the extent that other persons will be distributees,
  - (i) The insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and
  - (ii) The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units;
- (c) If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated on the vote as if the Unit had been condemned under [Subsection 7(a)] of the Act, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.

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

proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

Section 23.6 - Certificates by the Executive Board. A trustee, if any, may rely on the following certifications in writing made by the Executive Board:

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

Section 23.7 - Certificates by Attorney. 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 Saltonstall 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 require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association or published in a newsletter

or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

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

Section 24.3 - Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with



the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXV

Executive Board

Section 25.1 - Minutes of Executive Board Meetings.

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

Section 25.2. - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the 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;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors.
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;

- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements.
- (i) Cause additional improvements to be made as a part of the Common Elements:
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 55 of the Act;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;
- (l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsections (2) and (4) of Section 22 of the Act, and for services provided to Unit Owners:
- (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of 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 71 of the Act or statements of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;
- (p) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (q) Exercise any other powers conferred by this Declaration or the Bylaws;
- (r) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other powers necessary and proper for the governance and operation of the Association; and
- (t) By resolution, establish committees of Directors permanent and standing, to perform any of the

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

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

ARTICLE XXVI

Condemnation

If part or all of the Common Interest Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 7 of the Act.

ARTICLE XXVII

Miscellaneous

Section 27.1 - Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

Section 27.2 - Gender. The use of the word gender

refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the content 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 provision of the Documents does not impair or affect on 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 the Act and Chanter 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 or any conflict between this Declaration and any other Document, this Declaration shall control.

In Witness thereof, the Declarant has caused this Declaration to be executed this 2d day of August, 1985.

Signed, Sealed and Delivered  
in the Presence of:

CAPITAL CONSTRUCTION  
CORPORATION

\_\_\_\_\_  
Dolores C. Turner

By \_\_\_\_\_  
James W. Turner  
Its President

\_\_\_\_\_  
John J. Resnik

STATE OF CONNECTICUT)

) ss.: New Haven

August 2 , 1985.

COUNTY OF NEW HAVEN )

Personally appeared James W. Turner, President of  
Capital Construction Corporation, signer and sealer of the

SCHEDULE A-1

DESCRIPTION OF LAND AND ENCUMBRANCES

All that certain piece or parcel of land with all of the buildings and other improvements thereon situated in the Town of Watertown, County of Litchfield and State of Connecticut, located on the westerly side of Thomaston Road containing 5.47 acres, more or less, and shown on a map entitled "Watertown Old Farms Condominiums." Thomaston Road, Town of Watertown, State of Connecticut, White-Somers Engineering. Oxford, Connecticut scale 1" = 40' , date 12-10-84," and bounded and described as follows:

- EASTERLY: by Thomaston Road, 42.92 feet, said boundary having a bearing of S 15° 21' 19" W;
- EASTERLY AGAIN: by Thomaston Road, 79.88 feet, said boundary having a bearing of S 12° 28' 19" W;
- EASTERLY AGAIN: by Thomaston Road, 37.88 feet, said boundary having a bearing of S 44° 15' 19" W;
- EASTERLY AGAIN: by Thomaston Road, 248.62 feet, said boundary having a bearing of S 23° 45' 12" W;
- SOUTHERLY: by land now or formerly of Christine V. Moran, 271.08 feet, said boundary having a bearing of S 83° 56' 24" W;
- SOUTHERLY AGAIN: by land now or formerly of Joseph J. and Helen G. Corcoran, 115.70 feet, said boundary having a bearing of S 82° 18' 24" W;
- EASTERLY AGAIN: by land now or formerly of Joseph J. and Helen G. Corcoran, 37.96 feet, said boundary having a bearing of S 02° 16' 24" W;

foregoing instrument and acknowledged the same to be his  
free act and deed as such officer and the free act and deed  
of said corporation, before me.

John J. Resnik  
Commissioner of the Superior Court

- SOUTHERLY AGAIN: in part by land now or formerly of Joseph J. and Helen G. Corcoran, 56.54 feet and in part by land now or formerly of Capital Instruction Corporation, 44.0 feet, said boundary having a bearing of N 86° 19' 36" W;
- WESTERLY: by land now or formerly of Capital Construction Corporation, 499.67 feet, said boundary having a bearing of N 03° 23' 25" E;
- NORTHERLY: in part by land now or formerly of Capital Construction Corporation, 92.00 feet and in part by land now or formerly of Waterbury National Bank and Florence Martin Chase in Trust, 521.68 feet, said boundary having a bearing of S 85° 24' 29" E;

Said premises are subject to the following encumbrances:

1. Building lines if established, all laws, ordinances, and governmental regulations, including building, wetlands, and zoning ordinances, affecting such premises.
2. Taxes to the Town of Watertown and appropriate fire district on the current lists.
3. All of the terms, conditions, covenants, restrictions, agreements, obligations, easements and lien rights as set forth in the Declaration of Watertown Old Farms Condominium.
4. Utility easements of record, including an easements in favor of the Connecticut light and Power Company.
5. The Declarant's right to construct underground and above) ground utility lines, pipes, wires, ducts, conduits and , other facilities for the purpose of furnishing utility and other services to buildings and improvements which may be constructed upon property which in the future becomes part of Watertown Old Farms Condominium.
6. The Declarant's right to grant easements to public utility companies and to convey improvements within those easements anywhere in the common interest community for the purpose of furnishing utility and other services to building improvements, to be constructed on the property now dedicated or which may hereafter be dedicated to the condominium.

7. The Declarant's right to construct drainage or to grant easements for adjacent property owned by the Developer which may or may not become part of the condominium complex.
8. Easements for some or all of such services passing through the units of the Common Interest Community, all in favor of the other units benefitted by such lines and The Condominium Association.
9. Declaration rights of the Declarant, including development rights set forth in the Declaration of Condominium.



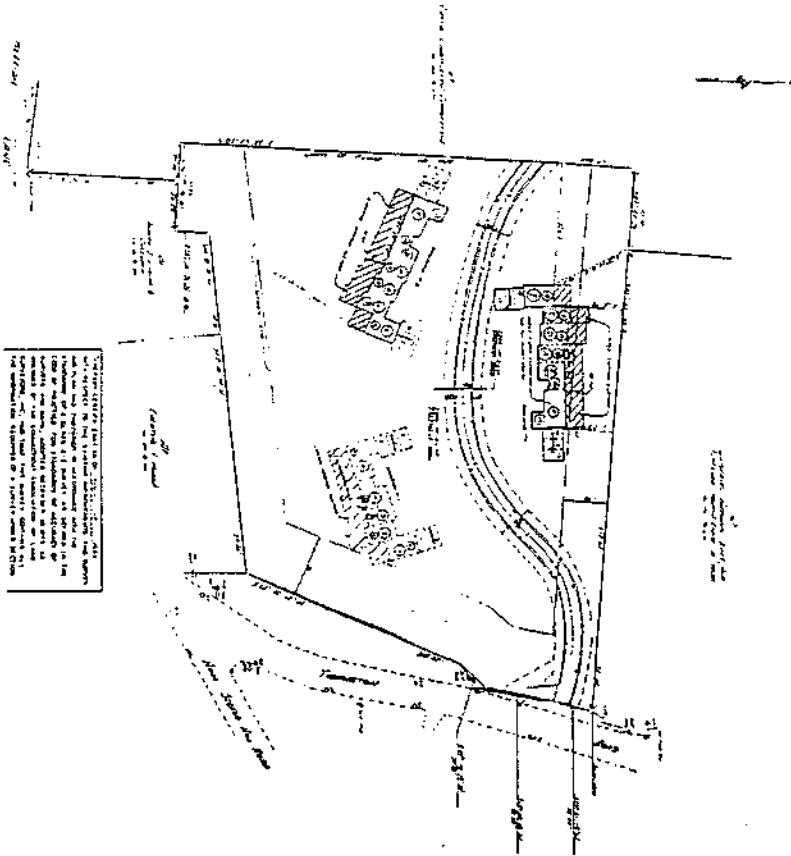
SCHEDULE A-2

TABLE OF INTEREST

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
12	E	3	16.667
13	C	3	16.667
14	D	3	16.667
15	A	3	16.667
16	B- Alternate	3	16.667
17	F	3	16.667

NOTES:

- (1) All Units have one equal vote in the affairs of The Association.
- (2) Each Unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other Unit.



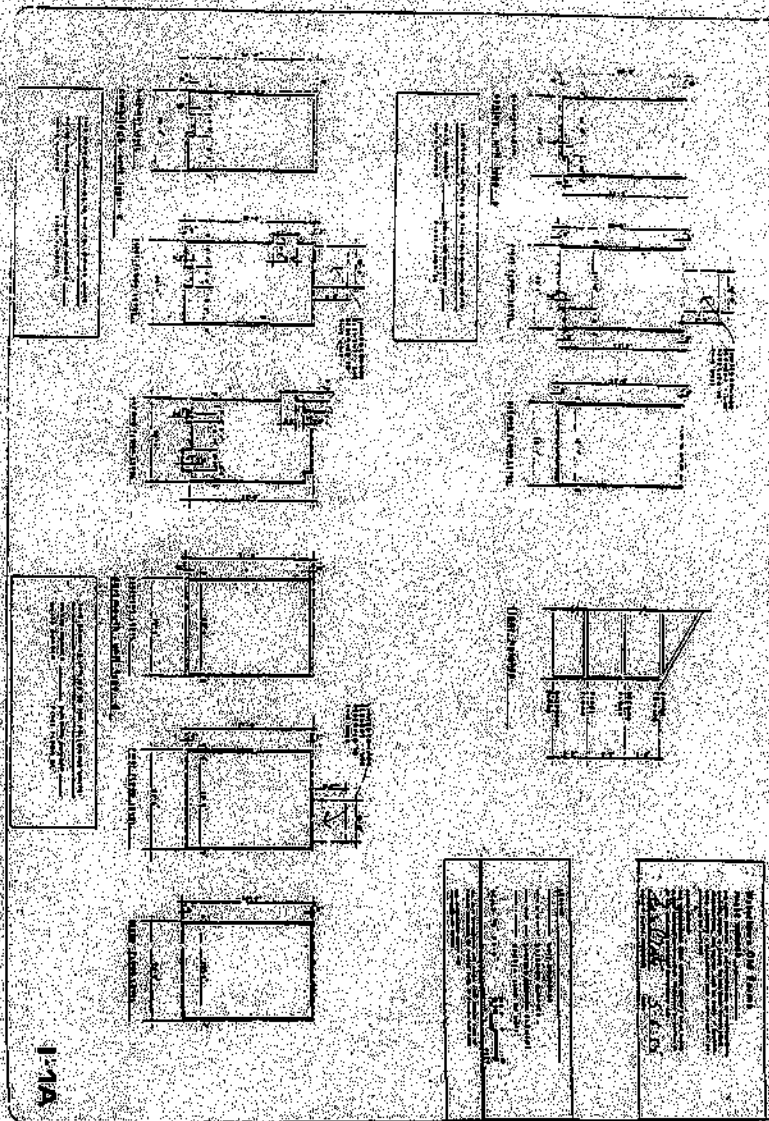
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**WATERTOWN QO PHASE**  
**CONDOMINIUM**  
**THOMASTON ROAD**  
 WATERVILLE, MAINE

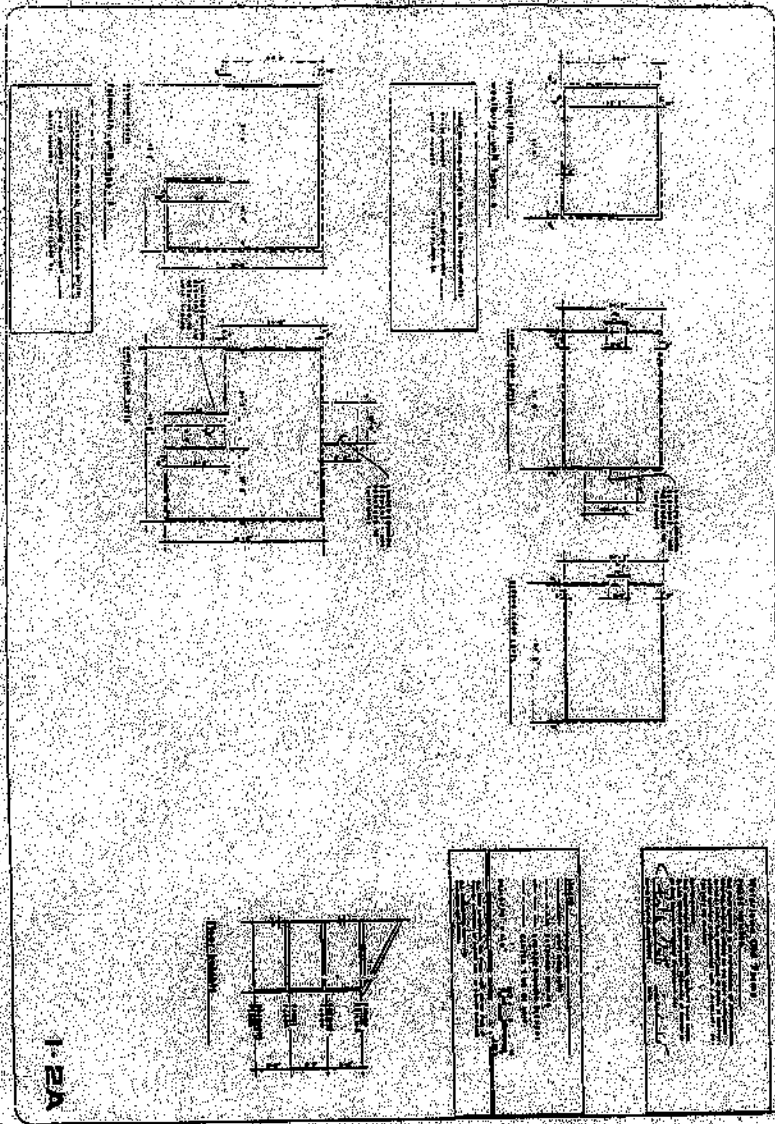
FORM NO. 307 MS 2008 F1

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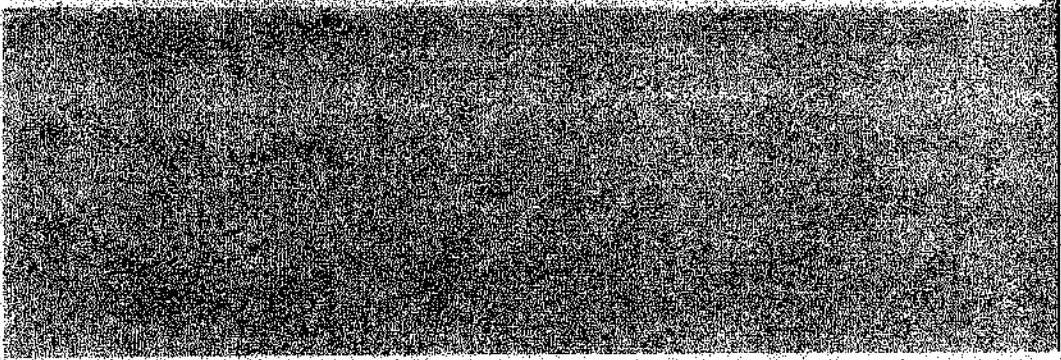


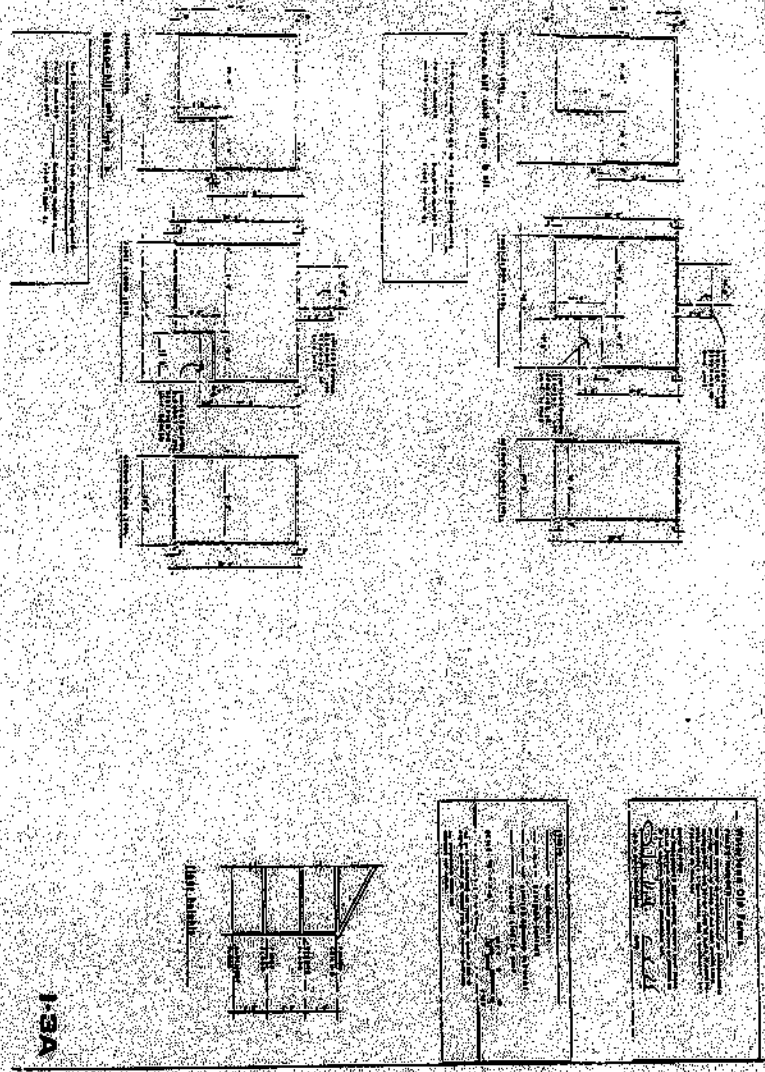
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1-2A

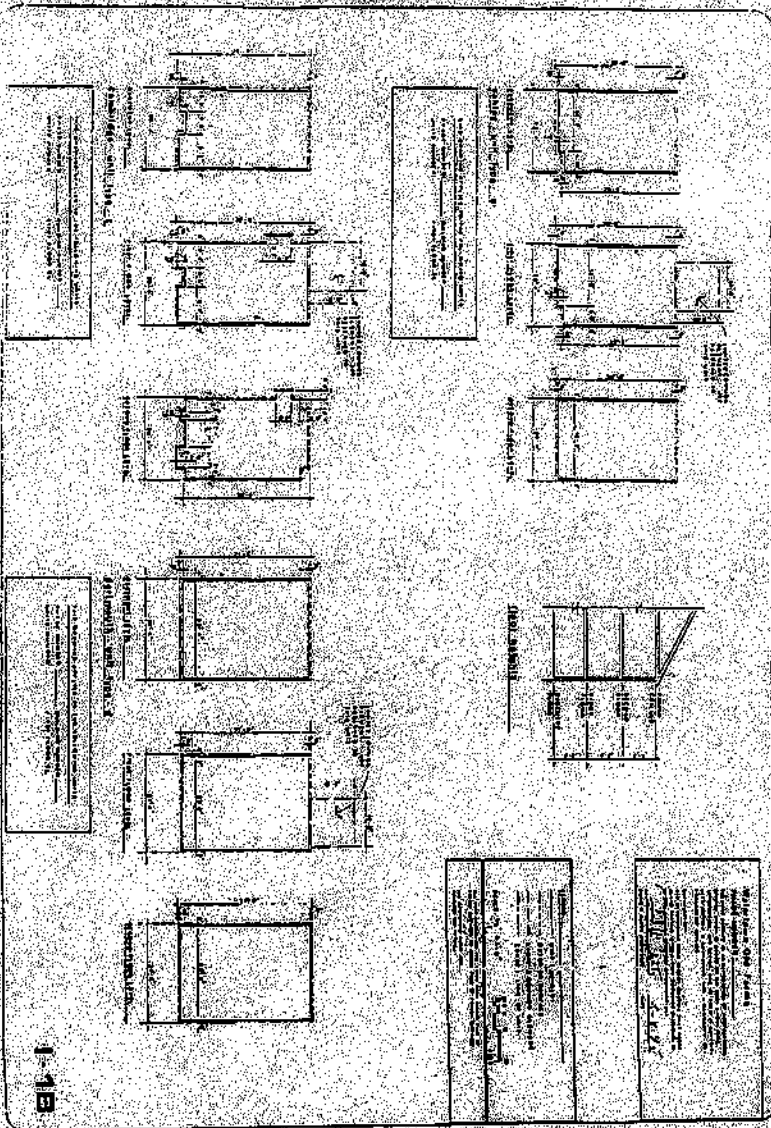
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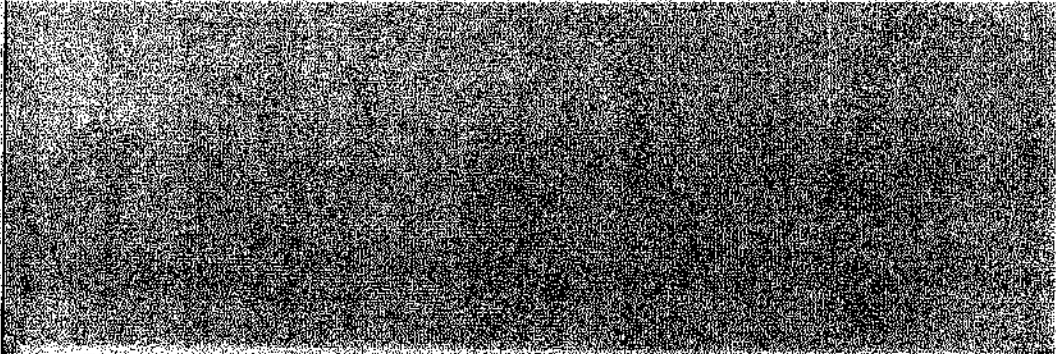
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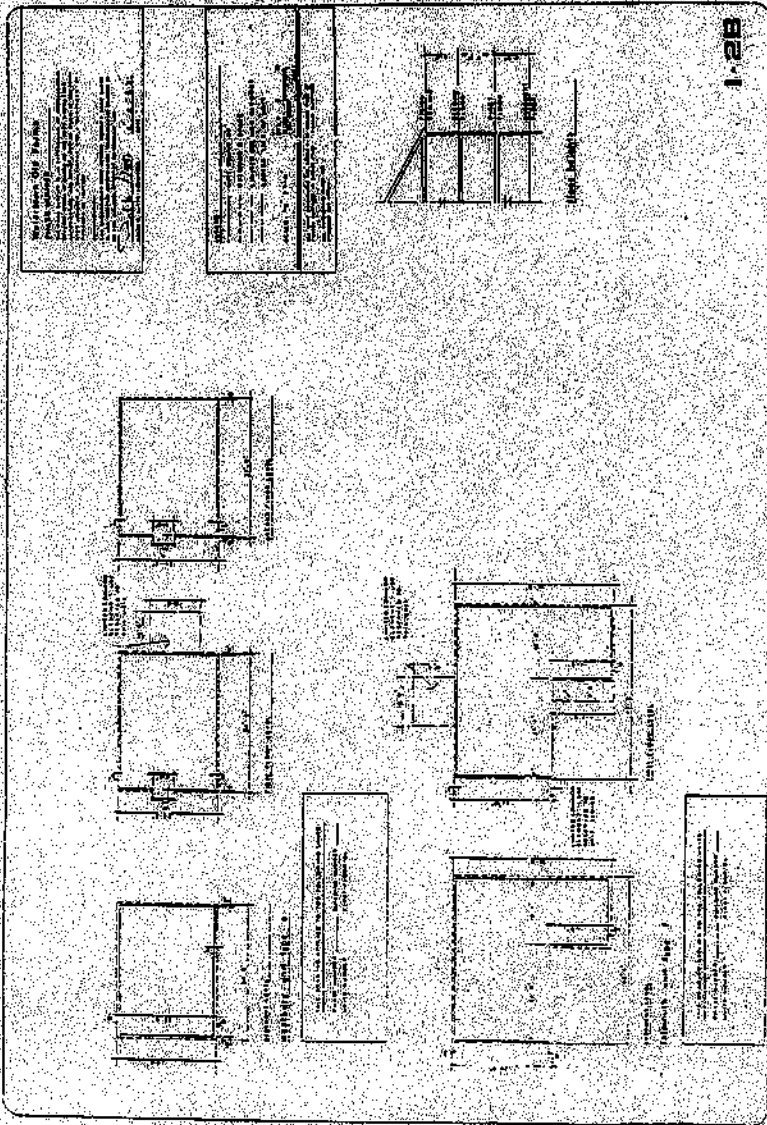


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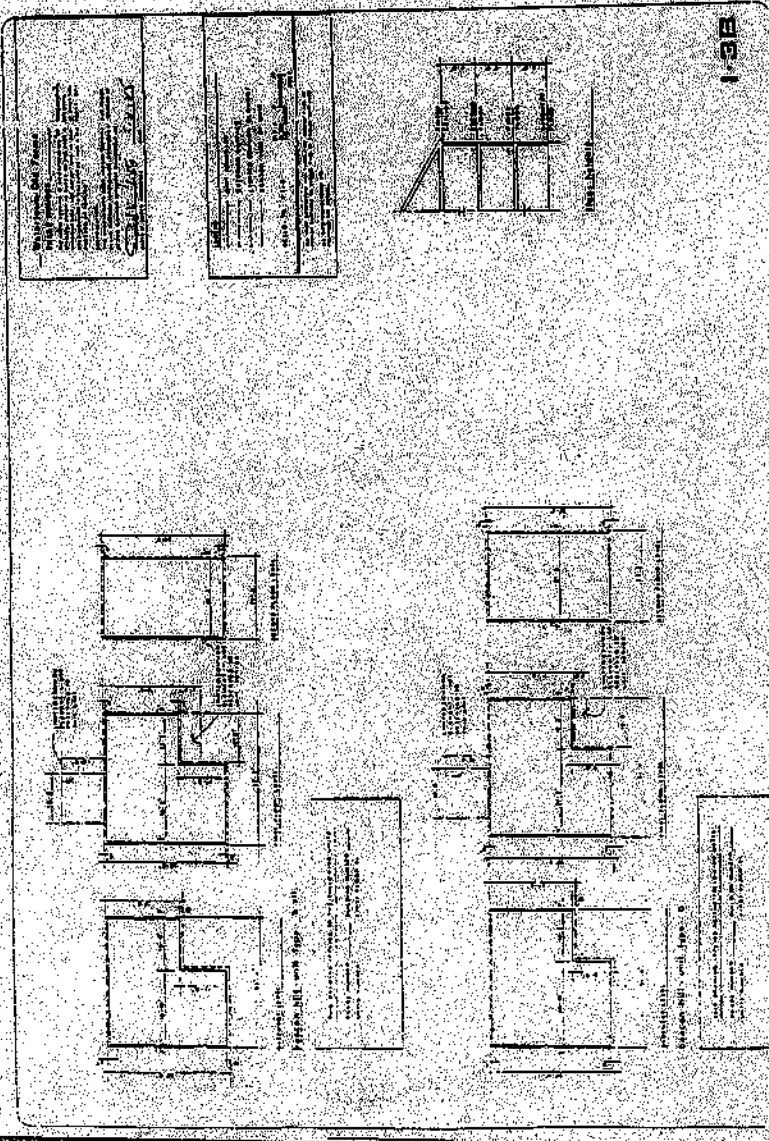
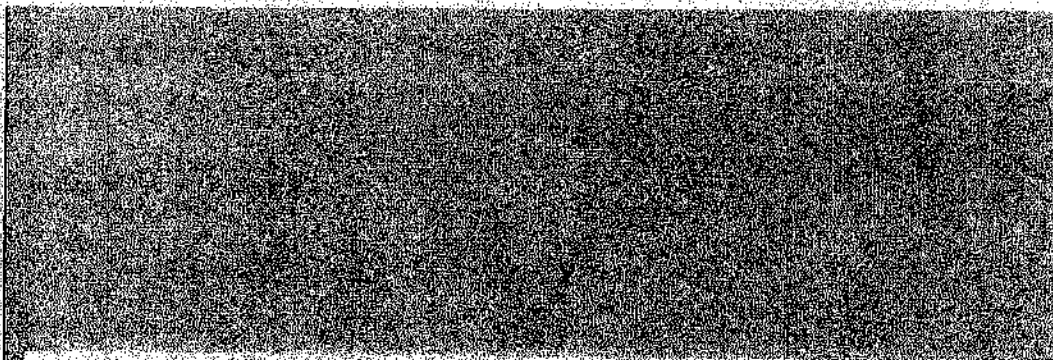


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1-2B

BY 2004/08



1-3B



SCHEDULE A-5

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

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

1. That all structural components of the Building \*3 containing the Units 12-17 of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: WG 5 1985

\_\_\_\_\_  
Registered Architect,  
Engineer or Surveyor  
Registration No. 1752

VOL 391 PAGE 97  
WATERTOWN OLD FARMS  
EXHIBIT A-6

Additional land owned by the Declarant, all or portions of which may become part of the common interest community.

FIRST PIECE --

All that certain piece or parcel of land with the buildings and other improvements thereon situated in the Town of Watertown, County of Litchfield and State of Connecticut, with all improvements thereon, being on the northerly side of Merriam Lane, and bounded and described as follows:

- EASTERLY: by land now or formerly of Joseph G. and Helen G. Corcoran, 162.90 feet;
- SOUTHERLY: by the street line of Merriam Lane;
- WESTERLY: by property conveyed by Charles S. Hungerford, Jr., et ux, to Donn A. Innaimo, et ux, by deed dated July 23, 1984, a distance of 150 feet;
- SOUTHERLY AGAIN: by said property of Donn A. Innaimo, et ux, 257.97 feet;
- EASTERLY AGAIN: by land now or formerly of said Donn A. Innaimo, et ux 150 feet;
- SOUTHERLY AGAIN: by Merriam Lane, 54 feet more or less;
- SOUTHERLY AGAIN: by Merriam Lane, 26.47 feet;
- WESTERLY: by land now or formerly of Charles S. Hungerford, Jr., 81.65 feet;
- SOUTHERLY AGAIN: by land now or formerly of Charles S. Hungerford, Jr., 71.52 feet;
- EASTERLY: in part by land now or formerly of Emma McDonald and in part by land now or formerly of Frank Venus, Jr., and Carol A. Venus, in all, 662.693 feet;
- NORTHERLY: by Lots #2, 3, and 4 in a development known as "Sunset Acres", each in part, 355.38 feet;

Said Lot #2 is bounded as follows:

- NORTHERLY: by Ellen Kay Drive, 125 feet;
- EASTERLY: by Lot #3 as shown on said map, 241.86 feet;
- SOUTHERLY: by land now or formerly of Tan Plan Builders, Inc., and by land now or formerly of Joel Hungerford, 104.45 feet;
- WESTERLY: by Lot #1 as shown on said map, 234.54 feet.

WESTERLY AGAIN: by Lots in said "Sunset Acres" 445.73 feet;

NORTHERLY AGAIN: by Lots in said "Sunset Acres" 725.57 feet;

EASTERLY: by land now or formerly of The Waterbury National Bank and Florence Martin Chase, in Trust, 575.20 feet;

SOUTHERLY: by property described in the Declaration of Watertown Old Farms Condominium, 92 feet;

EASTERLY: by property described in the Declaration of Watertown Old Farms Condominium, 499.67 feet;

NORTHERLY AGAIN: by property described in the Declaration of Watertown Old Farms Condominium, 44 feet

SECOND PIECE --

All those certain pieces or parcels of land together with the buildings and all the improvements thereon, situated in the Town of Watertown, County of Litchfield and State of Connecticut, known and designated as and consisting of Lot #2 and a portion of Lot #1, the same as hereinafter described on a certain map entitled "Plan of Section One, Sunset Acres, Belonging to Tan Plan Builders, Inc., Watertown, Conn., Scale 1" = 40', September 1955, Harry E. Cole, L.S.", on file in Map Arm 20, Map No., 878, Watertown Clerk's Office, and to which reference is hereby made for further description.

The said Portion of Lot #1 is bounded as follows:

NORTHERLY: by Ellen Kay Drive, 50 feet;

EASTERLY: by Lot #2 as shown on said map, 234.54 feet;

SOUTHERLY: by land now or formerly of Tan Plan Builders, 106.41 feet;

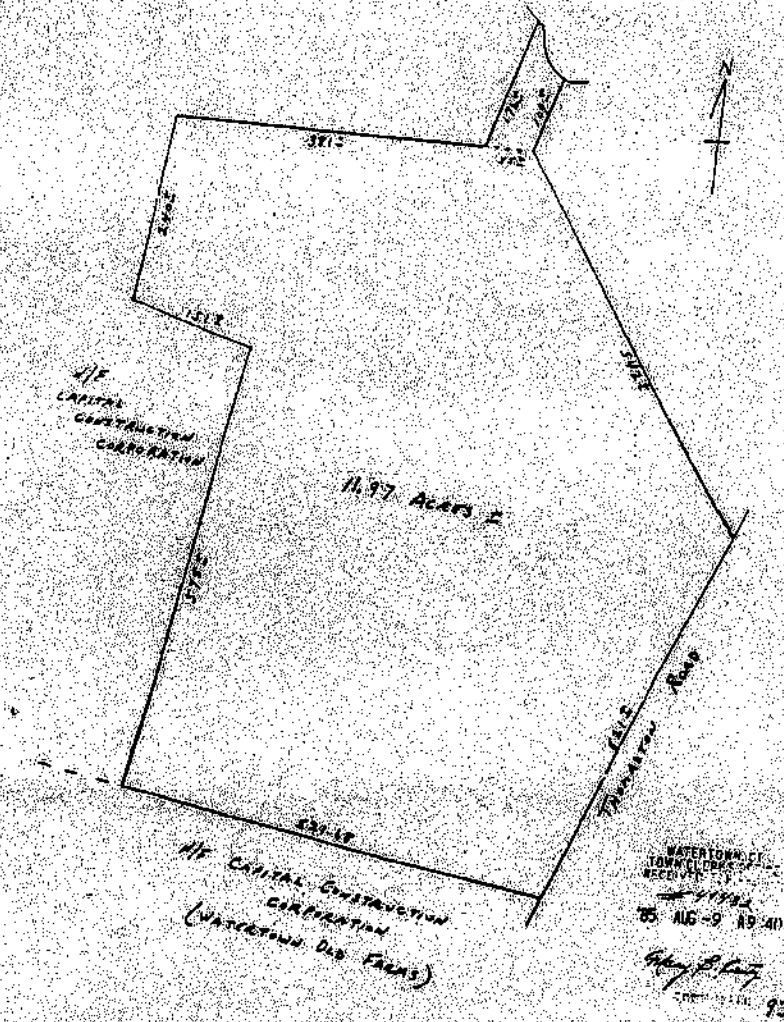
WESTERLY: by land now or formerly of David L. and Carmella J. Clementi, 206 feet, more or less;



EXHIBIT A-7

ADDITIONAL PROPERTY NOT OWNED BY THE DECLARANT

The property shown below is not presently owned by the Declarant but may in the future become part of the common interest community. This property adjoins Watertown Old Farms on the North.



VOL 397 PAGE 196  
WATERTOWN OLD FARMS  
FIRST AMENDMENT TO DECLARATION

CAPITAL CONSTRUCTION CORPORATION, a Connecticut corporation with an office in the Town of Branford, County of New Haven, and State of Connecticut, the Declarant of Watertown Old Farms, the Declaration of which dated May 13, 1985 is recorded in the Watertown Land Records in Volume 391 at Page 37, acting pursuant to its development rights reserved in such Declaration, hereby amends the Declaration as follows:

1. Schedule A-2 is deleted and the attached Schedule A-2, Revision 1, is substituted therefore.
2. Schedule A-5 is deleted and the attached Schedule A-5, Revision 1, dated September 25, 1985, is substituted therefore.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this 30<sup>th</sup> day of September A.D., 1985.

Signed, sealed and delivered  
in the presence of

Capital Construction Corporation

\_\_\_\_\_  
John J. Resnik

By \_\_\_\_\_ seal  
James W. Turner  
Its President

STATE OF CONNECTICUT )

) SS. Watertown  
LITCHFIELD COUNTY )

September 30, 1985

Personally appeared James W. Turner, President of Capital Construction Corporation signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed, and the free act and deed of said Corporation, before me.

\_\_\_\_\_  
Notary Public  
Commissioner of the Superior Court  
for New Haven County

SCHEDULE A-2

REVISION 1

TABLE OF INTEREST

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
6	E	2	
7	C	2	
8	D	2	
9	A	2	8:333
10	B	2	as
11	F	2	to
12	E	3	all
13	C	3	units
14	D	3	
15	A	3	
16	B- Alternate	3	
17	F	3	

NOTES:

- (1) All Units have one equal vote in the affairs of The Association.
- (2) Each Unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other Unit.

SCHEDULE A-5

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

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

1. That all structural components of the Building #2 containing the Units 6 thru 11 of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-3 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: 8-25-85

\_\_\_\_\_  
Registered Architect,  
Engineer or Surveyor  
Registration No. 1732



VOL 404 PAGE 233  
WATERTOWN OLD FARMS  
SECOND AMENDMENT TO DECLARATION

CAPITAL CONSTRUCTION CORPORATION, a Connecticut corporation with an office in the Town of Branford, County of New Haven, and State of Connecticut, the Declarant of Watertown Old Farms, the Declaration of which dated August 2, 1985 is recorded in the Watertown Land Records in Volume 391 at Page 37, acting pursuant to its development rights reserved in such Declaration, hereby amends the Declaration as follows:

1. Schedule A-2 is deleted and the attached Schedule A-2, Revision 1, is substituted therefore.
2. Schedule A-3 is deleted and the attached Schedule A-3, Amendment 1, is substituted therefore.
3. Schedule A-5 with reference to Building No. 1 is attached hereto.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this 3rd day of December A.D., 1985.

Signed, sealed and delivered  
in the presence of

\_\_\_\_\_

Capital Construction Corporation

John J. Resnik

By \_\_\_\_\_ seal  
James W. Turner  
Its President

STATE OF CONNECTICUT )

) SS. Watertown

December 3, 1985

LITCHFIELD COUNTY )

Personally appeared James W. Turner, President of Capital Construction Corporation signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed, and the free act and deed of said Corporation, before me.

\_\_\_\_\_  
Notary Public  
Commissioner of the Superior Court  
for New Haven County

SCHEDULE A-2

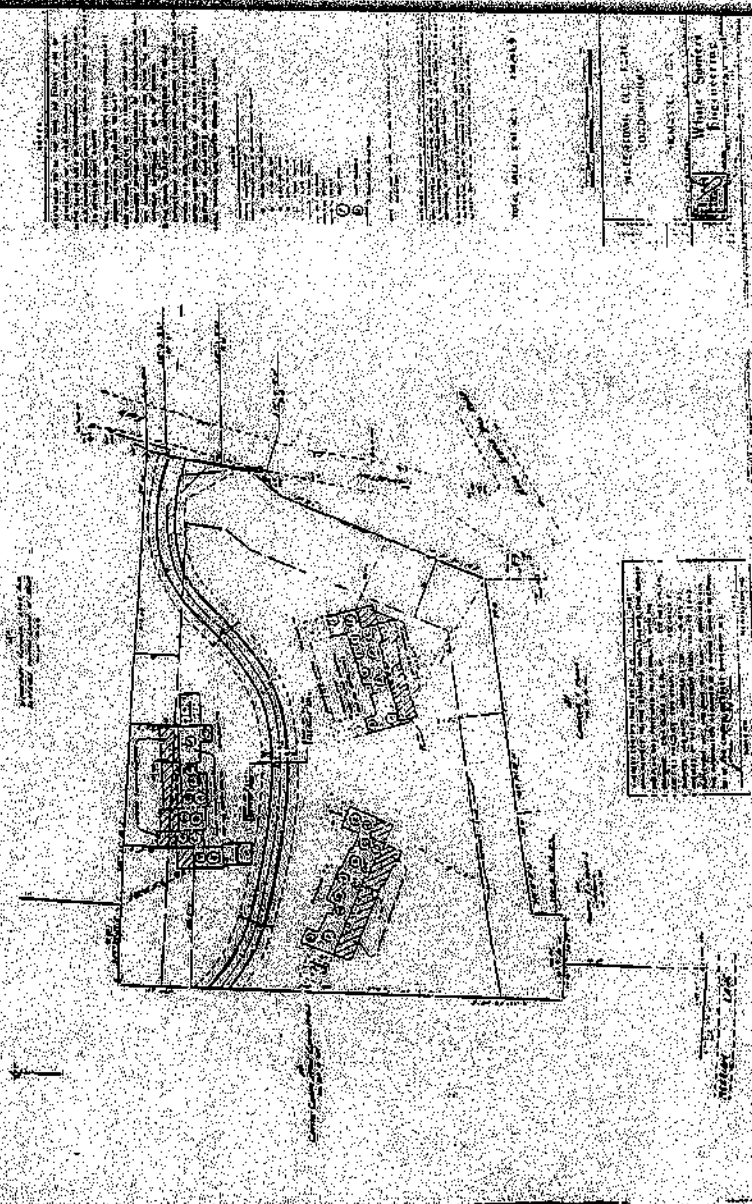
REVISION 2

TABLE OF INTEREST

<u>Unit No.</u>	<u>Unit Type</u>	<u>Eldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
1	E	1	
2	C	1	
3	A	1	
4	B	1	
5	F	1	
6	E	2	
7	C	2	
8	D	2	
9	A	2	5.88235
10	B	2	as
11	F	2	to
12	E	3	all
13	C	3	units
14	D	3	
15	A	3	
16	B- Alternate	3	
17	F	3	

NOTES:

- (1) All Units have one equal vote in the affairs of The Association.
- (2) Each Unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other Unit.



1. The drawing is a technical drawing of a building layout. It shows a curved path or road that winds through the center of the layout. To the left of this path, there are several rectangular structures, possibly rooms or storage units, with internal details. To the right, a larger rectangular structure is shown, possibly a main building or a large storage area. The drawing includes various lines, arrows, and annotations, suggesting a detailed architectural or engineering plan. There are also some smaller diagrams or sections shown around the main layout.

2. The drawing is a technical drawing of a building layout. It shows a curved path or road that winds through the center of the layout. To the left of this path, there are several rectangular structures, possibly rooms or storage units, with internal details. To the right, a larger rectangular structure is shown, possibly a main building or a large storage area. The drawing includes various lines, arrows, and annotations, suggesting a detailed architectural or engineering plan. There are also some smaller diagrams or sections shown around the main layout.

3. The drawing is a technical drawing of a building layout. It shows a curved path or road that winds through the center of the layout. To the left of this path, there are several rectangular structures, possibly rooms or storage units, with internal details. To the right, a larger rectangular structure is shown, possibly a main building or a large storage area. The drawing includes various lines, arrows, and annotations, suggesting a detailed architectural or engineering plan. There are also some smaller diagrams or sections shown around the main layout.

SCHEDULE A-5

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

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

1. That all structural components of the Building #1 containing the Units 1-5 of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Registered Architect,  
Engineer or Surveyor  
Registration No. \_\_\_\_\_



WATERTOWN OLD FARMS

SUBSTITUTED THIRD AMENDMENT TO DECLARATION

CAPITAL CONSTRUCTION CORPORATION, a Connecticut corporation with an office in the Town of Branford, County of New Haven, and State of Connecticut, the Declarant of Watertown Old Farms, the Declaration of which dated August 2, 1985 is recorded in the Watertown Land Records in Volume 391 at Page 37, acting pursuant to its development rights reserved in such Declaration, hereby amends the Declaration as follows;

1. Schedule A-1 is deleted and the attached Schedule A-1, Amendment 1, is substituted therefore.
2. Schedule A-2 is deleted and the attached Schedule A-2, Revision 3, is substituted therefore.
3. Schedule A-3 is deleted and the attached Exhibit A-3, Amendment 2, is substituted therefore.
4. Schedule A-5 with reference to Building 5 is attached hereto.
5. Exhibit A-6 is deleted and the attached Exhibit A-6, Amendment 1, is substituted therefore.
6. Pages 10 and 32 of the Declaration are deleted and the attached Pages 10 and 32 are substituted therefore.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this 1st day of May A.D., 1986.

Signed, sealed and delivered  
in the presence of

\_\_\_\_\_  
John J. Resnik

\_\_\_\_\_  
Jean Conzidine

Capital Construction Corporation

By \_\_\_\_\_ /Donald A. Priest, Jr.  
~~James W. Turner~~  
Its President Ass't Secy.

STATE OF CONNECTICUT )

) SS. Woodbridge

May 1, 1986

New Haven COUNTY )

Donald W. Priest, Ass't Secy

Personally appeared ~~James W. Turner~~, President of Capital  
Construction Corporation signer and sealer of the foregoing  
instrument who acknowledged the same to be his free act and  
deed, and the free act and deed of said Corporation, before me.

John J. Resnik

Notary Public

Commissioner of the Superior Court  
for New Haven County

## SCHEDULE A-1

## AMENDMENT 1

DESCRIPTION OF LAND AND ENCUMBRANCES

All that certain piece or parcel of land with all of the buildings and other improvements thereon situated in the Town of Watertown, County of Litchfield and State of Connecticut, located on the westerly side of Thomaston Road containing 558,372 square feet, more or less, and shown on a map entitled "Revision No 1A, Watertown Old Farms Condominiums." Merrian Road, Town of Watertown, State of Connecticut, White-Somers Engineering, Oxford, Connecticut scale 1" = 40', date 9-5-85, Rev. 1, 10-17-85 Condo 4&5; Rev. 2, 2-21-86 As-Built Condo 6; Rev. 3, 3-21-86, Condo 7 Garages & Notes," and bounded and described as follows;

EASTERLY: by Thomaston Road, 42.92 feet, said boundary having a bearing of S 15° 21' 19" W;

EASTERLY AGAIN: by Thomaston Road, 79.88 feet, said boundary having a bearing of S 12° 28' 19" W;

EASTERLY AGAIN: by Thomaston Road, 37.88 feet, said boundary having a bearing of S 44° 15' 19" W;

EASTERLY AGAIN: by Thomaston Road, 248.62 feet, said boundary having a bearing of S 23° 45' 12" W;

SOUTHERLY: by land now or formerly of Christine V. Moran, 271.08 feet, said boundary having a bearing of S 83° 56' 24" W;

SOUTHERLY AGAIN: by land now or formerly of Joseph J. and Helen G. Corcoran, 115.70 feet, said boundary having a bearing of S 82° 18' 24" W;

EASTERLY AGAIN: by land now or formerly of Joseph J. and Helen G. Corcoran, 37.96 feet, said boundary having a bearing of S 02° 16' 24" W;

- SOUTHERLY AGAIN: by land now or formerly of Joseph J. and Helen G. Corcoran, 56.54 feet, said boundary having a bearing of N 86° 19' 36" W;
- EASTERLY AGAIN: by land now or formerly of Joseph J. and Helen G. Corcoran, 162.90 feet, said boundary having a bearing of S 03° 13' 24" W;
- SOUTHERLY AGAIN: by Merriam Lane, 182.00 feet, said boundary having a bearing of N 84° 00' 06" W;
- WESTERLY: by land now or formerly of Capital Construction Corporation, 331.97 feet, said boundary having a bearing of N 04° 32' 40" E;
- SOUTHERLY AGAIN: by land now or formerly of Capital Construction Corporation, 171.40 feet, said boundary having a bearing of N 68° 04' 28" W;
- WESTERLY AGAIN: by land now or formerly of Capital Construction Corporation, 351.69 feet, said boundary having a bearing of N 10° 19' 20" E;
- WESTERLY AGAIN: by land now or formerly of Capital Construction Corporation, 266.23 feet, said boundary having a bearing of N 02° 22' 25" E;
- NORTHWESTERLY: by land now or formerly of Capital Construction Corporation, 326.06 feet, said boundary having a bearing of N 43° 48' 52" E;
- NORTHERLY: by lots in a development known as "Sunset Acres" 150.30 feet, said boundary having a bearing of south 78° 05' 12" E;
- EASTERLY: by land now or formerly of The Waterbury National Bank and Florence Martin Chase in trust 575.20 feet, said boundary having a bearing of N 04° 36' 49" E;
- NORTHERLY: by land now or formerly of Waterbury National Bank and Florence Martin Chase in Trust, 521.68 feet, said boundary having a bearing of S 85° 24' 29" E.



Said premises are subject to the following encumbrances:

1. Building lines if established, all laws, ordinances, and governmental regulations, including building, wetlands, and zoning ordinances, affecting such premises.
2. Taxes to the Town of Watertown and appropriate fire district on the current lists.
3. All of the terms, conditions, covenants, restrictions, agreements, obligations, easements, and liens rights as set forth in the Declaration of Watertown Old Farms Condominium.
4. Utility easements of record, including easements in favor of the Connecticut Light and Power Company.
5. The Declarant's right to construct underground and above ground utility lines, pipes, wires ducts, conduits and other facilities for the purpose of furnishing utility and other services to buildings and improvements which may be constructed upon property which in the future become part of Watertown Old Farms Condominium.
6. The Declarant's right to grant easements to public utility companies and to convey improvements within those easements anywhere in the common interest community for the purpose of furnishing utility and other services to building improvements, to be constructed on the property now dedicated or which may hereafter be dedicated to the condominium.
7. The Declarant's right to construct drainage or to grant easements for adjacent property owned by the Developer which may or may not become part of the condominium complex.
8. Easements for some or all of such services passing through the units of the Common Interest Community, all in favor of the other units benefitted by such lines and The Condominium Association.
9. Declaration rights of the Declarant, including development rights set forth in the Declaration of Condominium.

SCHEDULE A-2

REVISION 3

TABLE OF INTEREST

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
1	E	1	
2	C	1	
3	A	1	
4	B	1	
5	F	1	
6	E	2	
7	C	2	
8	D	2	
9	A	2	4.1667
10	B	2	as
11	F	2	to
12	E	3	all
13	C	3	units
14	D	3	
15	A	3	
16	B- Alternate	3	
17	F	3	
24	F	5	
25	B	5	
26	A	5	
27	D	5	
28	C	5	
29	E	5	

- NOTES:
- (1) All Units have one equal vote in the affairs of The Association.
  - (2) Each Unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other Unit.

SCHEDULE A-5

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

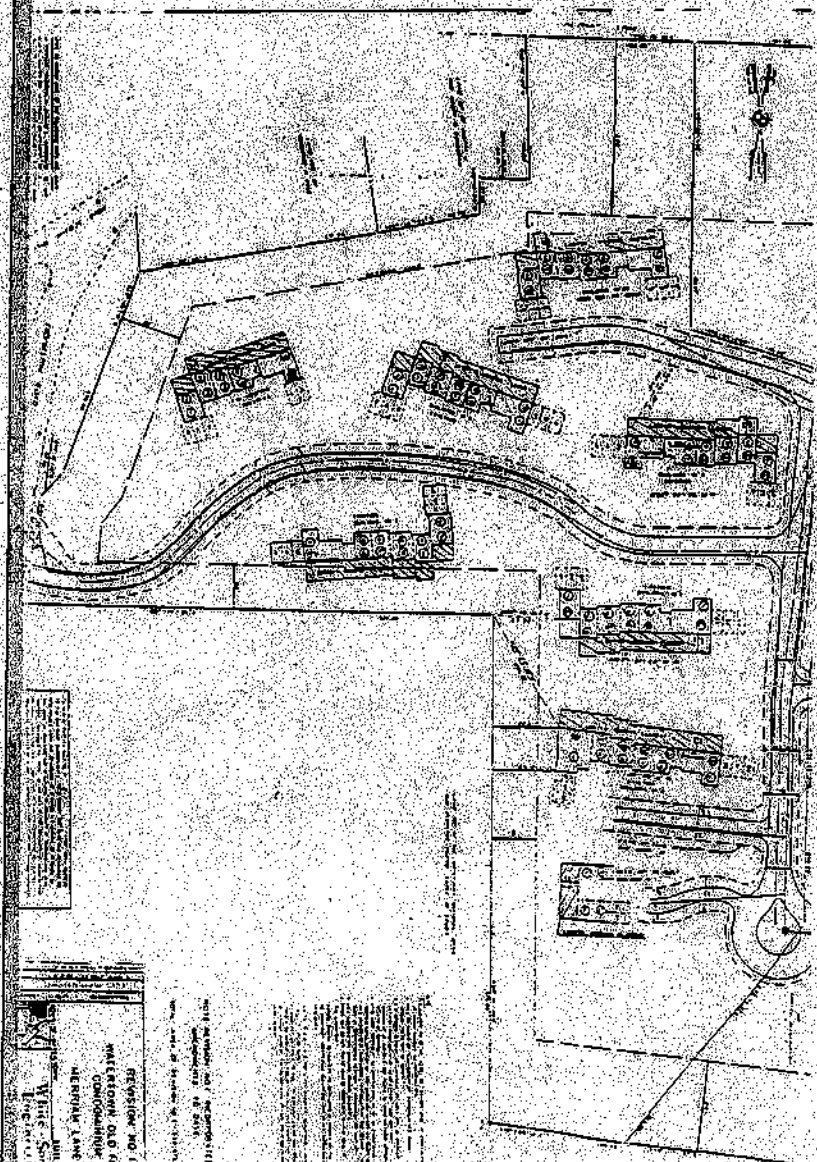
I hereby certify, to the best of my knowledge and belief:

1. That all structural components of the Building #5 containing the Units 24, 25, 26, 27, 28, 29 of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: April 9, 1986

\_\_\_\_\_  
Registered Architect,  
Engineer or Surveyor  
Registration No. 1732

147



REGISTRATION NO. 1A  
METEOROLOGICAL SERVICE  
COMMUNICATIONS  
HERBERT LAKE  
W. H. S. Smith  
Engineering

NOT TO SCALE  
AS SHOWN  
AS SHOWN

NOT TO SCALE  
AS SHOWN  
AS SHOWN



VOL 417 PAGE 30  
WATERTOWN OLD FARMS

EXHIBIT A-6  
AMENDMENT 1

Additional land owned by the Declarant, all or portions of which may become part of the common interest community.

FIRST PIECE --

All that certain piece or parcel of land with the buildings and other improvements thereon situated in the Town of Watertown, County of Litchfield and State of Connecticut, with all improvements thereon, being on the northerly side of Merriam Lane, and bounded and described as follows:

- SOUTHERLY: by the street line of Merriam Lane;
- WESTERLY: by property conveyed by Charles S. Hungerford, Jr., et ux, to Donn A. Innaimo, et ux, by deed dated July 23, 1984, a distance of 150 feet;
- SOUTHERLY AGAIN: by said property of Donn A. Innaimo, et ux, 257.97 feet;
- EASTERLY AGAIN: by land now or formerly of said Donn A. Innaimo, et ux 150 feet;
- SOUTHERLY AGAIN: by Merriam Lane, 54 feet more or less;
- SOUTHERLY AGAIN: by Merriam Lane, 26.47 feet;
- WESTERLY: by land now or formerly of Charles S. Hungerford, Jr., 81.65 feet;
- SOUTHERLY AGAIN: by land now or formerly of Charles S. Hungerford, Jr., 71.52 feet;
- EASTERLY: in part by land now or formerly of Emma McDonald and in part by land now or formerly of Frank Venus, Jr., and Carol A. Venus, in all, 662.693 feet;
- NORTHERLY: by Lots #2, 3, and 4 in a development known as "Sunset Acres", each in part, 355.38 feet;

- WESTERLY AGAIN: by Lots in said "Sunset Acres" 445.73 feet;
- NORTHERLY AGAIN: by Lots in said "Sunset Acres" 575.27 feet;
- SOUTHEASTERLY: by property described in Amendment 3 to the Declaration of Watertown Old Farms Condominium, 326.06 feet;
- EASTERLY: by land described in said Amendment to the Declaration of Condominium, 617.92 feet;
- SOUTHERLY AGAIN: by land described in said Amendment to the Declaration of Condominium, 171.40 feet;
- EASTERLY AGAIN: by land described in said Amendment to the Declaration of Condominium, 331.917 feet.

SECOND PIECE --

All those certain pieces or parcels of land together with the buildings and all the improvements thereon, situated in the Town of Watertown, County of Litchfield and State of Connecticut, known and designated as and consisting of Lot #2 and a portion of Lot #1, the same as hereinafter described on a certain map entitled "Plan of Section One, Sunset Acres, Belonging to Tan Plan Builders, Inc., Watertown, Conn., Scale 1" = 40', September 1955, Harry E. Cole, L.S.", on file in Map Arm 20, Map No., 878, Watertown Clerk's Office, and to which reference is hereby made for further description.

The said Portion of Lot #1 is bounded as follows:

- NORTHERLY: by Ellen Kay Drive, 50 feet;
- EASTERLY: by Lot #2 as shown on said map, 234.54 feet;
- SOUTHERLY: by land now or formerly of Tan Plan Builders, 106.41 feet;
- WESTERLY: by land now or formerly of David L. and Carmella J. Clementi, 206 feet, more or less;

ARTICLE VII

Subsequently Allocated Limited Common Elements

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

ARTICLE VIII

Development Rights and Other Special Declarant Rights

Section 8.1. Reservation of Development Rights. The

Declarant reserves the following Development Rights:

- (a) The right to construct additional buildings and garages on the property shown on the survey, and the right to amend the Declaration of Condominium to include the units thereby created as part of the Common Interest Community.
- (b) The right to add additional land to the Common Interest Community and to add Units thereto, the land being described in Exhibit A-6 to the Declaration of Condominium and any amendments thereto, and to add Common Elements and Limited Common Elements in connection therewith; further in connection therewith, to re-allocate the undivided interest in the Common Elements and percentage of liability attributed to each Unit.
- (c) The right to allocate and re-allocate and to reposition as Limited Common Elements the parking spaces and garages as shown on present and future surveys and assign them to particular Units.
- (d) The right to construct underground utility lines, pipes, wires, ducts, conduits, sewer lines, telephone lines, television cables and other facilities across the all land on the survey, whether presently part of the condominium or which may in the future become part of the condominium for the purpose of furnishing utility and other services to buildings and Improvements presently constructed or to be constructed on all land which become part of this condominium complex. Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes. If the Declarant grants any such



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 Watertown are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

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

ARTICLE XXII

Insurance

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

WATERTOWN, CT  
TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD  
#1377  
86 MAY -2 A9"02  
TOWN CLERK  
111 113



WATERTOWN OLD FARMS  
FOURTH AMENDMENT TO DECLARATION

CAPITAL CONSTRUCTION CORPORATION, a Connecticut corporation with an office in the Town of Branford, County of New Haven, and State of Connecticut, the Declarant of Watertown Old Farms, the Declaration of which dated August 2, 1985, is recorded in the Watertown Land Records in Volume 391 at Page 37, acting pursuant to its development rights reserved in such Declaration, hereby amends the Declaration as follows:

1. Schedule A-2 is deleted and the attached Schedule A-2, Revision 4, is substituted therefore.
2. Schedule A-5 with reference to Building No. 4 is attached hereto.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 1985.

Signed, sealed and delivered  
in the presence of

\_\_\_\_\_  
Capital Construction Corporation

By \_\_\_\_\_  
James W. Turner  
Its President

STATE OF CONNECTICUT     )  
                                  ) ss.                                     , 1985  
                                  ) COUNTY                                     )

Personally appeared James W. Turner, President of Capital Construction Corporation signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed, and the free act and deed of said Corporation, before me.

\_\_\_\_\_  
Notary Public  
Commissioner of the Superior Court  
for New Haven County

EE-WT

SCHEDULE A-2

REVISION 4

TABLE OF INTEREST

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
1	E	1	
2	C	1	
3	A	1	
4	B	1	
5	F	1	
6	E	2	
7	C	2	
8	D	2	
9	A	2	3.4483
10	B	2	as
11	F	2	to
12	E	3	all
13	C	3	units
14	D	3	
15	A	3	
16	B- Alternate	3	
17	F	3	
18	F	4	
19	B	4	
20	A	4	
21	D	4	
22	C	4	
23	E	4	
24	F	5	
25	B	5	
26	A	5	
27	D	5	
28	C	5	
29	E	5	

- NOTES:
- (1) All Units have one equal vote in the affairs of The Association.
  - (2) Each Unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other Unit.

SCHEDULE A-5

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

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

1. That all structural components of the Building #4 containing the Units of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Registered Architect,  
Engineer or Surveyor  
Registration No. \_\_\_\_\_





SCHEDULE A-2

REVISION 5

TABLE OF INTEREST

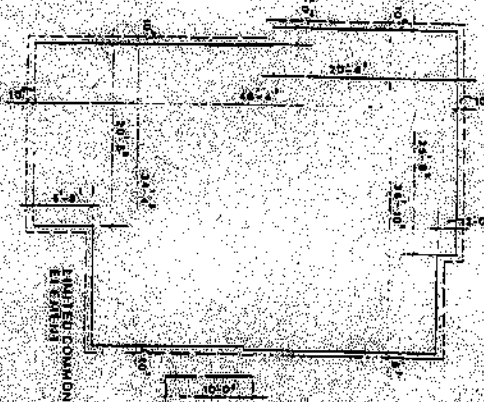
<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
1	E	1	
2	C	1	
3	A	1	
4	B	1	
5	F	1	
6	E	2	
7	C	2	
8	D	2	
9	A	2	
10	B	2	2.857
11	F	2	as
12	E	3	to
13	C	3	all
14	D	3	units
15	A	3	
16	B- Alternate	3	
17	F	3	
18	F	4	
19	B	4	
20	A	4	
21	D	4	
22	C	4	
23	E	4	
24	F	5	
25	B	5	
26	A	5	
27	D	5	
28	C	5	
29	E	5	
30	F	6	
31	B	6	
32	A	6	
33	D	6	
34	C	6	
35	E- Alternate	6	

## NOTES:

- (1) All Units have one equal vote in the affairs of The Association.
- (2) Each Unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other Unit.

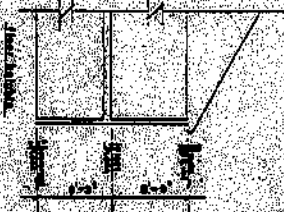
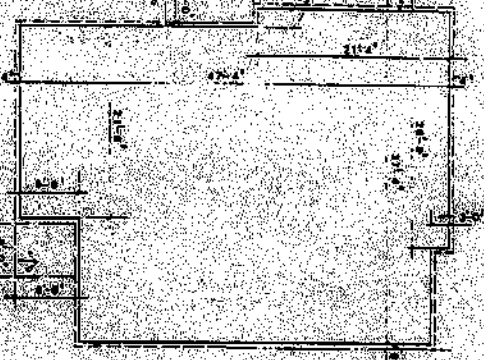
ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.

BASEMENT LEVEL



FIRST FLOOR LEVEL

LIMITED COMMON ELEMENTS



1 OF 1

Architectural title block containing project information, including the name 'PL 431 PAL 299', the date '1/17', and other project details.

SCHEDULE A-5

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

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

1. That all structural components of the Building #6 containing the Units 30 thru 35 of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: July 21, 1986

\_\_\_\_\_  
Registered Architect,  
Engineer or Surveyor  
Registration No. 1732

WATERTOWN, CT.  
TOWN CLERKS OFFICE  
RECEIVED FOR RECORD  
#3793

'86 AUG 20 P 3:16

TOWN CLERK



WATERTOWN OLD FARMS

SIXTH AMENDMENT TO DECLARATION

CAPITAL CONSTRUCTION CORPORATION, a Connecticut corporation with an office in the Town of Branford, County of New Haven, and State of Connecticut, the Declarant of Watertown Old Farms, the Declaration of which dated August 2, 1985 is recorded in the Watertown Land Records in Volume 391 at Page 37, acting pursuant to its development rights reserved in such Declaration, hereby amends the Declaration as follows:

1. Schedule A-1, Amendment 1, is deleted and the attached Schedule A-1, Amendment 2, is substituted therefor.
2. Schedule A-2 is deleted and the attached Schedule A-2 Revision 6, is substituted therefore.
3. Exhibit A-3 is deleted and the attached Exhibit A-3, Revision 2, is substituted therefore.
4. Schedule A-5 with reference to Building 8 is attached hereto.
5. Exhibit A-6, Amendment 1, is deleted and the attached Exhibit A-6, Amendment 2, is substituted therefore.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this 16<sup>th</sup> day of January A.D., 1987.

Signed, sealed and delivered  
in the presence of

\_\_\_\_\_  
John J. Resnik

Capital Construction Corporation

By Donald A. Priest, Jr.

Its Assistant Secretary



STATE OF CONNECTICUT )

New Haven ) ss. Woodbridge  
COUNTY )

January 16, 1987

Personally appeared Donald W. Priest, Jr., Ass't Secy of Capital Construction Corporation signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed, and the free act and deed of said Corporation, before me.

John J. Resnik

Notary Public

Commissioner of the Superior Court  
for New Haven County

DESCRIPTION OF LAND AND ENCUMBRANCES

All that certain piece or parcel of land with all of the buildings and other improvements thereon situated in the Town of Watertown, County of Litchfield and State of Connecticut, located on the westerly side of Thomaston Road containing 20,217 acres, and shown on a map entitled "Revision No. 2, Watertown Old Farms Condominiums," Merriam Road, Town of Watertown, State of Connecticut, White-Somers Engineering, Oxford, Connecticut scale 1" = 40', date 4-2-86, bounded and described as follows:

- EASTERLY: by Thomaston Road, 42.92 feet, said boundary having a bearing of S 15° 21' 19" W;
- EASTERLY AGAIN: by Thomaston Road, 79.88 feet, said boundary having a bearing of S 12° 28' 19" W;
- EASTERLY AGAIN: by Thomaston Road, 37.88 feet, said boundary having a bearing of S 44° 15' 19" W;
- EASTERLY AGAIN: by Thomaston Road, 248.62 feet, said boundary having a bearing of S 23° 45' 12" W;
- SOUTHERLY: by land now or formerly of Clarence H. Cole, 271.08 feet, said boundary having a bearing of S 83° 56' 24" W;
- SOUTHERLY AGAIN: by land now or formerly of Joseph J. and Helen G. Corcoran, 37.96 feet, said boundary having a bearing of S 02° 16' 24" W;

- SOUTHERLY AGAIN: by land now or formerly of Joseph J. and Helen G. Corcoran, 56.54 feet, said boundary having a bearing of N 86° 19' 36" W;
- EASTERLY AGAIN: by land now or formerly of Joseph J. and Helen G. Corcoran, 162.90 feet, said boundary having a bearing of S 03° 13' 24" W;
- SOUTHERLY AGAIN: by Merriam Lane, 182.00 feet, said boundary having a bearing of N 84° 00' 06" W;
- WESTERLY: by land now or formerly of Capital Construction Corporation, 331.97 feet, said boundary having a bearing of N 04° 32' 40" E;
- SOUTHERLY AGAIN: by land now or formerly of Capital Construction Corporation, 171.40 feet, said boundary having a bearing of N 68° 04' 28" W;
- WESTERLY AGAIN: by land now or formerly of Capital Construction Corporation, 326.69 feet, said boundary having a bearing of N 10° 19' 20" E;
- SOUTHERLY AGAIN: by land now or formerly of Capital Construction Corporation, 700.18 feet, said boundary having a bearing of S 83° 37' 08" W;
- WESTERLY AGAIN: by land now or formerly of Emma McDonald, said boundary having a bearing of N 13° 58' 07" E;
- WESTERLY AGAIN: by land now or formerly of Frank & Carol A. Venus, 62.07 feet, said boundary having a bearing of N 16° 37' 04" E;
- WESTERLY AGAIN: by land now or formerly of Frank & Carol A. Venus, 50.46 feet, said boundary having a bearing of N 02° 34' 06" W;
- WESTERLY AGAIN: by land now or formerly of Frank & Carol A. Venus, 70.08 feet, said boundary having a bearing of N 19° 24' 56" W;
- NORTHERLY: by lots in a development known as "Sunset Acres" 119.39 feet, said boundary having a bearing of N 80° 40' 37" E;



NORTHERLY AGAIN: by lots in said development 235.99 feet, said boundary having a bearing of N 82° 25' 39" E;

WESTERLY AGAIN: by lots in said development 445.73 feet, said boundary having a bearing of N 02° 20' 31" E;

NORTHERLY AGAIN: by lots in said development 575.27 feet, said boundary having a bearing of S 79° 17' 27" E;

NORTHERLY AGAIN: by land now or formerly of The Waterbury National Bank and Florence Martin Chase in trust, 150.30 feet, said boundary having a bearing of S 78° 05' 12" E;

EASTERLY: by land now or formerly of The Waterbury National Bank and Florence Martin Chase in trust 575.20 feet, said boundary having a bearing of N 04° 36' 49" E;

NORTHERLY: by land now or formerly of Waterbury National Bank and Florence Martin Chase in Trust, 521.68 feet, said boundary having a bearing of S 85° 24' 29" E;

Said premises are subject to the following encumbrances:

1. Building lines if established, all laws, ordinances, and governmental regulations, including building, wetlands, and zoning ordinances, affecting such premises.
2. Taxes to the Town of Watertown and appropriate fire district on the current lists.
3. All of the terms, conditions, covenants, restrictions, agreements, obligations, easements and lien rights as set forth in the Declaration of Watertown Old Farms Condominium.
4. Utility easements of record, including easements in favor of the Connecticut Light and Power Company.
5. The Declarant's right to construct underground and above ground utility lines, pipes, wires, ducts, conduits and other facilities for the purpose of furnishing utility and other services to buildings and improvements which
6. The Declarant's right to grant easements to public utility companies and to convey improvements within those easements anywhere in the common interest community for the purpose of furnishing utility and other services to building improvements, to be constructed on the property now dedicated or which may hereafter be dedicated to the condominium.

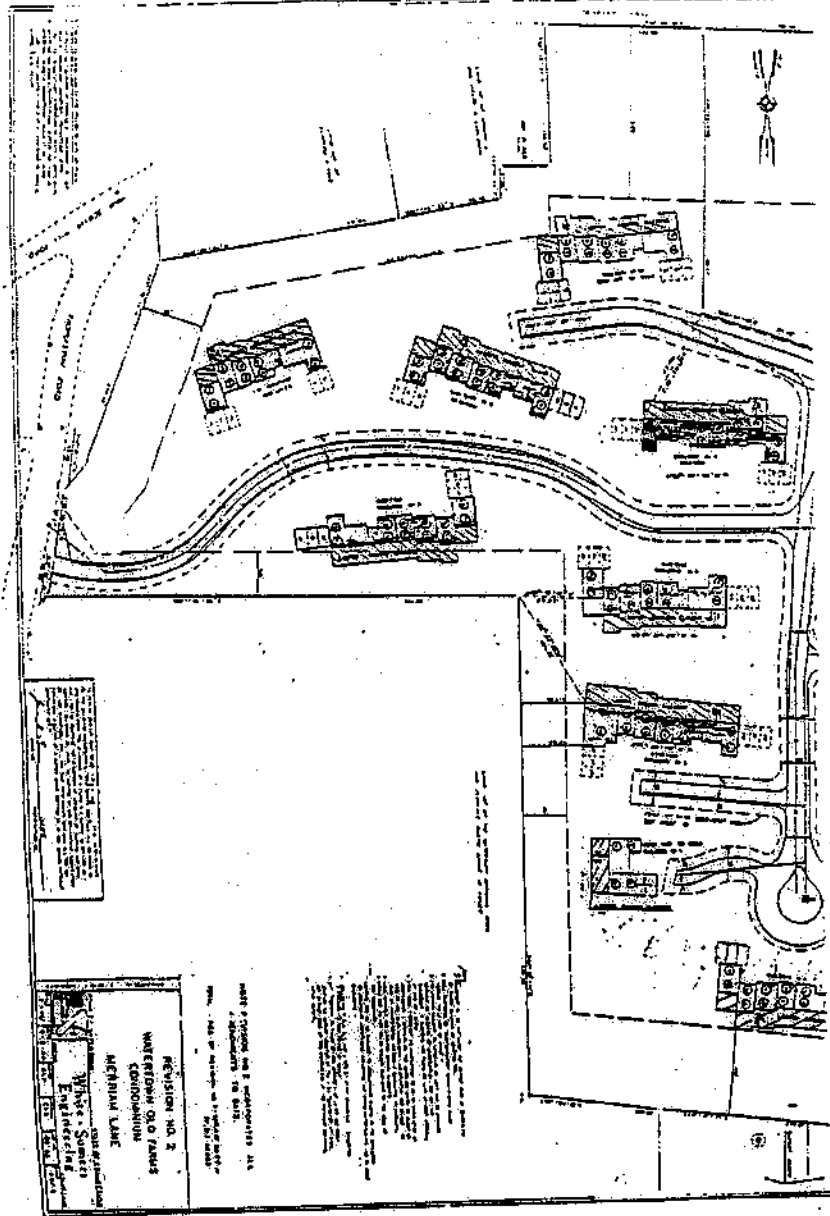
7. The Declarant's right to construct drainage or to grant easements for adjacent property owned by the Developer which may or may not become part of the condominium complex.
8. Easements for some or all of such services passing through the units of the Common Interest Community, all in favor of the other units benefitted by such lines and The Condominium Association.
9. Declaration rights of the Declarant, including development rights set forth in the Declaration of Condominium.

VOL 449 PAGE 163  
SCHEDULE A-2  
 REVISION 6

TABLE OF INTEREST

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
1	E	1	
2	C	1	
3	A	1	
4	B	1	
5	F	1	
6	E	2	
7	C	2	
8	D	2	
9	A	2	2.439
10	B	2	as
11	F	2	to
12	E	3	all
13	C	3	units
14	D	3	
15	A	3	
16	B- Alternate	3	
17	F	3	
18	F	4	
19	B	4	
20	A	4	
21	D	4	
22	C	4	
23	E	4	
24	F	5	
25	B	5	
26	A	5	
27	D	5	
28	C	5	
29	E	5	
30	F	6	
31	B	6	
32	A	6	
33	D	6	
34	C	6	
35	E- Alternate	6	
38	E	8	
39	C	8	
40	D	8	
41	A	8	
42	B	8	
43	F	8	

- NOTES:
- (1) All Units have one equal vote in the affairs of The Association.
  - (2) Each Unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other Unit.



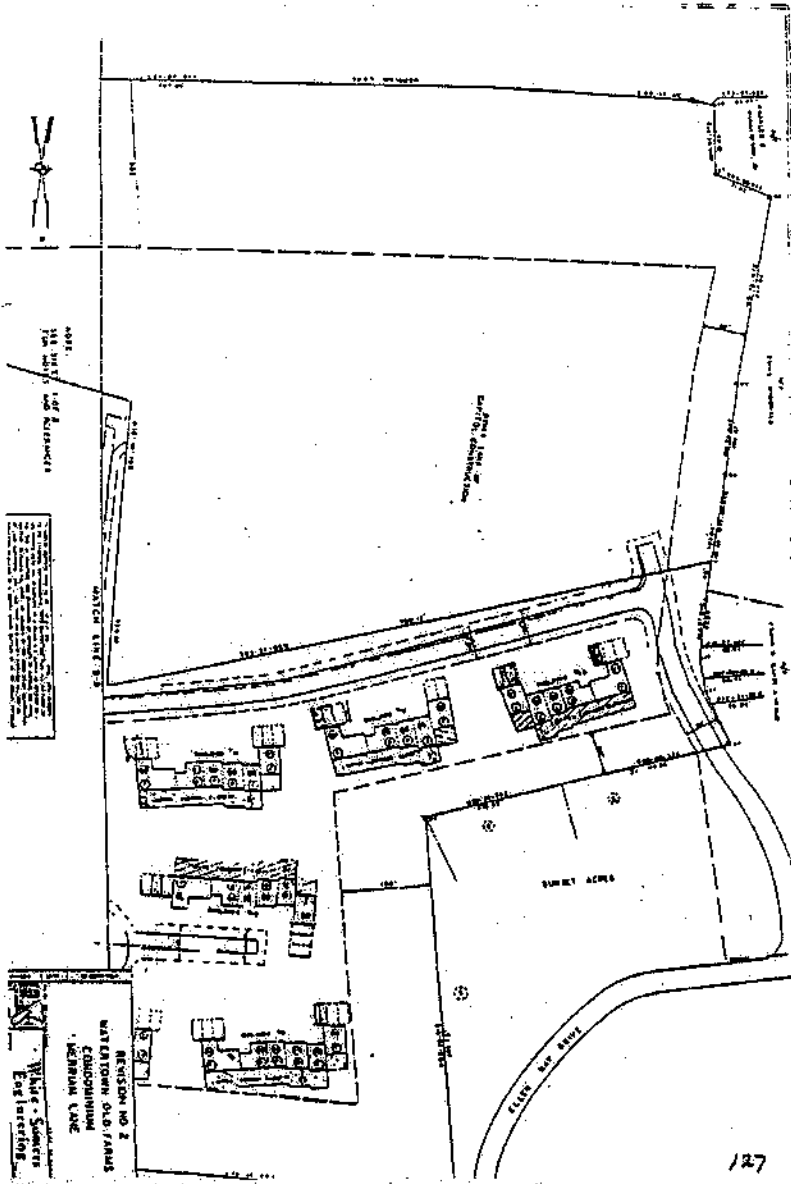
ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES.  
 ALL UTILITIES SHALL BE LOCATED AND DEPTHS SHALL BE AS SHOWN ON THE ATTACHED UTILITY LOCATIONS AND DEPTHS SURVEY.  
 ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED AT ALL TIMES.  
 ALL UTILITIES SHALL BE RELOCATED AND DEPTHS SHALL BE AS SHOWN ON THE ATTACHED UTILITY LOCATIONS AND DEPTHS SURVEY.  
 ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED AT ALL TIMES.

REVISION NO. 2  
 WAVERLY OLD TOWN  
 CONDOMINIUM  
 MECHANICAL LAYOUT  
 WAVE - SUMMIT  
 ENGINEERING  
 1000 W. 10TH ST.  
 DENVER, CO 80202

SHEET 2 OF 2  
 DATE: 10/15/03

ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES.  
 ALL UTILITIES SHALL BE LOCATED AND DEPTHS SHALL BE AS SHOWN ON THE ATTACHED UTILITY LOCATIONS AND DEPTHS SURVEY.  
 ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED AT ALL TIMES.  
 ALL UTILITIES SHALL BE RELOCATED AND DEPTHS SHALL BE AS SHOWN ON THE ATTACHED UTILITY LOCATIONS AND DEPTHS SURVEY.  
 ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED AT ALL TIMES.

449 165  
2-3-A-3, REVISION 2





SCHEDULE A-5

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

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

1. That all structural components of the Building #6 containing the Units 38 through 43 of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: January 5, 1987

\_\_\_\_\_  
Registered Architect,  
Engineer or Surveyor  
Registration No. 1732

WATERTOWN OLD FARMS

EXHIBIT A-6  
AMENDMENT 2

Additional land owned by the Declarant, all or portions of which may become part of the common interest community.

FIRST PIECE --

All that certain piece or parcel of land with the buildings and other improvements thereon situated in the Town of Watertown, County of Litchfield and State of Connecticut, with all improvements thereon, being on the northerly side of Merriam Lane, and bounded and described as follows:

SOUTHERLY: by the street line of Merriam Lane;

WESTERLY: by property conveyed by Charles S. Hungerford, Jr., et ux, to Donna A. Innaimo, et ux, by deed dated July 23, 1984, a distance of 150 feet;

SOUTHERLY AGAIN: by said property of Donn A. Innaimo, et ux 257.97 feet;

EASTERLY AGAIN: by land now or formerly of said Donn A. Innaimo, et ux 150 feet;

SOUTHERLY AGAIN: by Merriam Lane, 54 feet more or less;

SOUTHERLY AGAIN: by Merriam Lane, 26.47 feet;

WESTERLY: by land now or formerly of Charles S. Hungerford, Jr., 81.65 feet;

SOUTHERLY AGAIN: by land now or formerly of Charles S. Hungerford, Jr., 71.52 feet;

WESTERLY AGAIN: by land now or formerly of Emma McDonald, 440.09 feet;

NORTHERLY: by property described in Amendment 6 to the Declaration of Watertown Old Farms Condominium, 700.18 feet;

EASTERLY: by land described in said Amendment to the Declaration of Condominium, 326.69 feet;

NORTHERLY AGAIN: by land described in said Amendment to the Declaration of Condominium, 171.40 feet;

EASTERLY AGAIN: by land described in said Amendment to the Declaration of Condominium, 331.917 feet.

SECOND PIECE --

All those certain pieces or parcels of land together with the buildings and all the improvements thereon, situated in the Town of Watertown, County of Litchfield and State of Connecticut, known and designated as and consisting of Lot #2 land a portion of Lot #1, the same as hereinafter described on a certain map entitled "Plan of Section One, Sunset Acres, Belonging to Tan Plan Builders, Inc., Watertown, Conn., Scale 1" = 40', September 1<sup>st</sup> 55, Harry E. Cole, L.S.", on file in Map Arm 20, Map No. 878, Watertown Clerk's Office, and to which reference is hereby made for further description.

The said Portion of Lot #1 is bounded as follows:

NORTHERLY: by Ellen hay Drive, 50 feet:

EASTERLY: by Lot #2 as shown on said map, 234.54 feet;

SOUTHERLY: by land now or formerly of Tan Plan Builders, 106.41 feet;

WESTERLY: by land now or formerly of David L. and Carmella J. Clementi, 206 feet, more or less;

Said Lot #2 is bounded as follows:

NORTHERLY: by Ellen Kay Drive, 125 feet;

EASTERLY: by Lot #3 as shown on said map, 241.86 feet;

SOUTHERLY: by land now or formerly of Tan Plan Builders, Inc., and by land now or formerly of Joel Hungerford, 104.45 feet;

WESTERLY: by Lot #1 as shown on said map, 234.54 feet.

SEVENTH AMENDMENT TO DECLARATION

CAPITAL CONSTRUCTION CORPORATION, a Connecticut corporation with an office in the Town of Branford, County of New Haven, State of Connecticut, the Declarant of Watertown Old Farms, the Declaration. of which dated August 2, 1985, is recorded in the Watertown Land Records in Volume 391 at Page 37, acting pursuant to its development rights reserved in such Declaration, hereby amends the Declaration as follows:

- 1. Schedule A-2 is deleted and the attached Schedule A-2 Revision 7, is substituted therefore.
- 2. Schedule A-5 with reference to Building No. 9 is attached hereto.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this 29th day of April A.D., 1987.

Signed, sealed and delivered in the presence of

Capital Construction Corporation

\_\_\_\_\_  
\_\_\_\_\_

Donald M. Priest  
Its Assistant Secretary

STATE OF CONNECTICUT )  
                          ) ss. Woodbridge April 29 , 1987  
New Haven COUNTY )

Personally appeared Donald M. Priest , Ass't Secy of Capital Construction Corporation signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed, and the free act and deed of d Corporation, before me.

John J. Resnik  
~~Notary Public~~  
Commissioner of the Superior Court

VOL 461 PAGE 128  
SCHEDULE A-2  
 REVISION 7

TABLE OF INTERESTS

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
1	E	1	
2	C	1	
3	A	1	
4	B	1	
5	F	1	
6	E	2	
7	C	2	
8	D	2	
9	A	2	2.1277
10	B	2	as
11	F	2	to
12	E	3	all
13	C	3	units
14	D	3	
15	A	3	
16	B- Alternate 3		
17	F	3	
18	F	4	
19	B	4	
20	A	4	
21	D	4	
22	C	4	
23	E	4	
24	F	5	
25	B	5	
26	A	5	
27	D	5	
28	C	5	
29	E	5	
30	F	6	
31	B	6	
32	A	6	
33	D	6	
34	C	6	
35	E- Alternate 6		
38	E	8	
39	C	8	
40	D	8	
41	A	8	
42	B	8	
43	F	8	
44	F	9	
45	B	9	
46	A	9	
47	D	9	
48	C	9	
49	E	9	

- NOTES: (1) All Units have one equal vote in the affairs of The Association.
- (2) Each Unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other Unit.

SCHEDULE A-5

ARCHICHEET'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

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

1. That all structural components of the Building #9 containing the Units 44 thru 49 of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: April 22 1987

\_\_\_\_\_  
Registered Architect,  
Engineer or Surveyor  
Registration No. 1732

WATERTOWN, CT  
TOWN CLERK OFFICE  
RECEIVED FOR RECORD

'87 MAY-1 P2:42  
7727  
TOWN CLERK

WATERTOWN OLD FARMS

EIGHT AMENDMENT TO DECLARATION

CAPITAL CONSTRUCTION CORPORATION, a Connecticut corporation with an office in the Town of Branford, County of New Haven, and State of Connecticut, the Declarant of Watertown Old Farms, the Declaration of which dated August 2, 1985, is recorded in the Watertown Land Records in Volume 391 at Page 37, acting pursuant to its development rights reserved in such Declaration, hereby amends the Declaration as follows:

- 1. Schedule A-2 is deleted and the attached Schedule A-2, 1 Revision 8, is substituted therefore.
2. Schedule A-5 with reference to Building No. 10 is attached hereto.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this day of A.D., 198 .

Signed, sealed and delivered in the presence of

Capital Construction Corporation
By
Its

STATE OF CONNECTICUT )
) ss. , 198
COUNTY )

Personally appeared , of Capital Construction Corporation signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed, and the free act and deed of said Corporation, before me.

Notary Public
Commissioner of the Superior Court
for New Haven County

SCHEDULE A-2  
REVISION 8  
TABLE OF INTERESTS

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
1	E	1	
2	C	1	
3	A	1	
4	B	1	
5	F	1	
6	E	2	
7	C	2	
8	D	2	
9	A	2	1.8868
10	B	2	as
11	F	2	to
12	E	3	all
13	C	3	units
14	D	3	
15	A	3	
16	B- Alternate	3	
17	F	3	
18	F	4	
19	B	4	
20	A	4	
21	D	4	
22	C	4	
23	E	4	
24	F	5	
25	B	5	
26	A	5	
27	D	5	
28	C	5	
29	E	5	
30	F	6	
31	B	6	
32	A	6	
33	D	6	
34	C	6	
35	E- Alternate 6	6	
36	E	8	
39	C	8	
40	D	8	
41	A	8	
42	B	8	
43	F	8	
44	F	9	
45	B	9	
46	A	9	
47	D	9	
48	C	9	
49	E	9	



<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Common Elements and Expense</u>
50	E	10	
51	C	10	
52	D	10	
53	A	10	
54	B	10	
55	F	10	

- NOTES:
- (1) All units have one equal vote in the affairs of the Association.
  - (2) Each unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other unit.

SCHEDULE A-5

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

I hereby certify, to the best of my knowledge and beliefs

1. That all structural components of the Building # 10 containing the Units 50-55 of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Registration Architect,  
Engineer or Surveyor  
Registration No. \_\_\_\_\_

WATERTOWN OLD FARMS  
NINTH AMENDMENT TO DECLARATION

CAPITAL CONSTRUCTION CORPORATION, a Connecticut corporation with an office in the Town of Branford, County of New Haven, and State of Connecticut, the Declarant of Watertown Old Farms, the Declaration of which dated August 2, 1985 is recorded in the Watertown Land Records in volume 391 at Page 37, acting pursuant to its development rights reserved in such Declaration, hereby amends the Declaration as follows:

1. Schedule A-2, is deleted and the attached Schedule A-2, Revision 9, is substituted therefore.

2. Schedule A-5 with reference to Building No. 11 is attached hereto.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this 31<sup>st</sup> day of May A.D., 198 .

Signed, sealed and delivered in the presence of

\_\_\_\_\_  
William J. O'Keefe

Capital Construction Corporation

By \_\_\_\_\_ Donald M. Priest, Jr.  
Its Assitant Secretary

\_\_\_\_\_  
John J. Resnik

STATE OF CONNECTICUT     )  
                                  ) ss. New Britain            May 31, 1985  
COUNTY of New Haven     )

Personally appeared Donald M. Priest, Jr. , Assistant Secretary of Capital Construction Corporation signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed, and the, free act and deed of said Corporation, before me.

\_\_\_\_\_  
John J. Resnik  
~~Notary Public~~  
Commissioner of the Superior Court

SCHEDULE A-2  
REVISION 9  
TABLE OF INTERESTS

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
1	E	1	
2	C	1	
3	A	1	
4	B	1	
5	F	1	
6	E	2	
7	C	2	
8	D	2	
9	A	2	
10	B	2	1.6949
11	F	2	as
12	E	3	to
13	C	3	all
14	D	3	units
15	A	3	
16	B- Alternate	3	
17	F	3	
18	F	4	
19	B	4	
20	A	4	
21	D	4	
22	C	4	
23	E	4	
24	F	5	
25	B	5	
26	A	5	
27	D	5	
28	C	5	
29	E	5	
30	F	6	
31	B	6	
32	A	6	
33	D	6	
34	C	6	
35	E- Alternate 6	6	
38	E	8	
39	C	8	
40	D	8	
41	A	8	
42	B	8	
43	F	8	
44	F	9	
45	B	9	
46	A	9	
47	D	9	
48	C	9	
49	E	9	
50	E	10	
51	C	10	
52	D	10	
53	A	10	
54	B	10	
55	F	10	

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
56	F	11	
57	B	11	
58	A	11	
59	D	11	
60	C	11	
61	E	11	

- NOTES:
- (1) All units have one equal vote in the affairs of the Association.
  - (2) Each unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other unit.

SCHEDULE A-5

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

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

1. That all structural components of the Building #11 containing the Units 55 - 61 of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: May 5 1988

\_\_\_\_\_  
Registration Architect,  
Engineer or Surveyor  
Registration No. 1732

VOL 513 PAGE 72  
WATERTOWN OLD FARMS  
TENTH AMENDMENT TO DECLARATION

CAPITAL CONSTRUCTION CORPORATION, a Connecticut corporation with an office in the Town of Branford, County of New Haven, and State of Connecticut, the Declarant of Watertown Old Farms, the Declaration of which is dated August 2, 1985 is recorded in the Watertown Land Records in Volume 391 at Page 37, acting pursuant to its development rights reserved in such Declaration, hereby amends the Declaration as follows:

1. Schedule A-1, Amendment 2, is deleted and Schedule A-1, Amendment 3, is substituted therefore.
2. Schedule A-2 is deleted and the attached Schedule A-2, Revision 10, is substituted therefore.
3. Exhibit A-3 is deleted and the attached Exhibit A-3, Revision 3, is substituted therefore.
4. Schedule A-5 with reference to Building 20 is attached hereto.
5. Exhibit A-6, Amendment 2, is deleted and Exhibit A-6, Amendment 3, is substituted therefore.
6. An amendment to Article VIII of the Declaration attached hereto.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this 22<sup>nd</sup> day of July A.D., 1988.

Signed, sealed and delivered  
in the presence of

<u>Donald M. Priest, Jr.</u>	Capital Construction Corporation
<u>John J. Resnik</u>	By <u>James W. Turner</u> Its President

STATE OF CONNECTICUT )  
  ) ss. Woodbridge   July 22, 198 8  
COUNTY OF New Haven )

Personally appeared James W. Turner, President of Capital Construction Corporation signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed, and the free act and deed of said Corporation, before me.

John J. Resnik  
~~Notary Public~~  
Commissioner of the Superior Court

DESCRIPTION OF LAND AND ENCUMBRANCES

All that certain piece or parcel of land with all of the buildings and other improvements thereon situated in the Town of Watertown, County of Litchfield and State of Connecticut, located on the westerly side of Thomaston Road containing acres, and shown on a map entitled "Revision No. 4, Watertown Old Farms Condominium," Merriam Road, Town of Watertown, State of Connecticut, White-Somers Engineering, Oxford, Connecticut scale 1" = 40', date 4-2-86, containing revisions through 4/28/88, bounded and described as follows:

- EASTERLY: by Thomaston Road, 42.92 feet, said boundary having a bearing of S 15° 21' 19" W;
- EASTERLY AGAIN: by Thomaston Road, 79.88 feet, said boundary having a bearing of S 12° 20' 19" W;
- EASTERLY AGAIN: by Thomaston Road, 37.88 feet, said boundary having a bearing of S 44° 15' 19" W;
- EASTERLY AGAIN: by Thomaston Road, 248.62 feet, said boundary having a bearing of S 23° 45' 12" W;
- SOUTHERLY: by land now or formerly of Clarence H. Cole, 271.08 feet, said boundary having a bearing of S 83° 56' 24" W;
- SOUTHERLY AGAIN: by land now or formerly of Joseph J. and Helen G. Corcoran, 115.70 feet, said boundary having a bearing of S 82° 18' 24" W;
- EASTERLY AGAIN: by land now or formerly of Joseph J. and Helen G. Corcoran, 37.96 feet, said boundary having a bearing of S 02° 16' 24" W;



- SOUTHERLY AGAIN: by land now or formerly of Joseph J. and Helen G. Corcoran, 56.54 feet, said boundary having a bearing of N 86° 19' 36" W;
- EASTERLY AGAIN: by land now or formerly of Joseph J. and Helen G. Corcoran, 162.90 feet, said boundary having a bearing of S 03° 13' 24" W;
- SOUTHERLY AGAIN: by Merriam Lane, 444.05 feet, said boundary having a bearing of N 84° 00' 06" W;
- WESTERLY: by land now or formerly of Capital Construction Corporation, 404.00 feet, said boundary having a bearing of N 04° 32' 40" E;
- SOUTHERLY AGAIN: by land now or formerly of Capital Construction Corporation, 341.2 feet, said boundary having a bearing of N 67° 39' 59" W;
- WESTERLY AGAIN: by land now or formerly of Capital Construction Corporation, 55.50 feet, said boundary having a bearing of N 10° 19' 10" E;
- SOUTHERLY AGAIN: by land now or formerly of Capital Construction Corporation, 250.00 feet, said boundary having a bearing of S 83° 37' 08" W;
- WESTERLY AGAIN: by land now or formerly of Emma McDonald, said boundary having a bearing of N 13° 58' 07" E;
- WESTIRLY AGAIN: by land now or formerly of Frank & Carol A. Venus, 62.07 feet, said boundary having a bearing of N 16° 37' 04" E;
- WESTMRLY AGAIN: by land now or formerly of Frank & Carol A. Venus, 50.46 feet, said boundary having a bearing of N 02° 34' 06" W;
- WESTERLY AGAIN: by land now or formerly of Frank & Carol A. Venus, 70.08 feet, said boundary having a bearing of N 19° 24' 56" W;
- NORTHERLY: by lots in a development known as "Sunset Acres" 119.39 feet, said boundary having a bearing of N 80° 40' 37" E;

- NORTHERLY AGAIN: by lots in said development 235.99 feet, said boundary having a bearing of N 82° 25' 39" E;
- WESTERLY AGAIN: by lots in said development 445.73 feet, said boundary having a bearing of N 02° 20' 31" E;
- NORTHERLY AGAIN: by lots in said development 575.27 feet, said boundary having a bearing of S 79° 17' 27" E;
- NORTHERLY AGAIN: by land now or formerly of The Waterbury National Bank and Florence Martin Chase in trust, 150.30 feet, said boundary having a bearing of S 78° 05' 12" E;
- EASTERLY: by land now or formerly of The Waterbury National Bank and Florence Martin Chase in trust 575.20 feet, said boundary having a bearing of N 04° 36' 49" E;
- NORTHERLY: by land now or formerly of Waterbury National Bank and Florence Martin Chase in Trust, 521.68 feet, said boundary having a bearing of S 85° 24' 29" E.

Said premises are subject to the following encumbrances:

1. Building lines if established, all laws, ordinances, and governmental regulations, including building, wetlands, and zoning ordinances, affecting such premises.
2. Taxes to the Town of Watertown and appropriate fire district on the current lists.
3. All of the terms, conditions, covenants, restrictions, agreements, obligations, easements and lien rights as set forth in the Declaration of Watertown Old Farms Condominium.
4. Utility easements of record, including easements in favor of the Connecticut Light and Power Company.
5. The Declarant's right to construct underground and above ground utility lines, pipes, wires, ducts, conduits and other facilities for the purpose of furnishing utility and other services to buildings and improvements which may be constructed upon property which in the future becomes part of Watertown Old Farms Condominium.
6. The Declarant's right to grant easements to public utility companies and to convey improvements within those easements anywhere in the common interest community for the purpose of furnishing utility and other services to building improvements, to be constructed on the property now dedicated or which may hereafter be dedicated to the condominium.

7. The Declarant's right to construct drainage or to grant easements for adjacent property owned by the Developer which may or may not become part of the condominium complex.
8. Easements for some or all of such services passing through the units of the Common Interest Community, all in favor of the other units benefitted by such lines and The Condominium Association.
9. Declaration rights of the Declarant, including development rights set forth in the Declaration of Condominium.
10. Declarant's reservation of right to use office space in the clubhouse without charge until the entire contemplated complex of 110 units is completed and sold.

VOL 513 PAGE 77  
 SCHEDULE A-2  
 REVISION 10

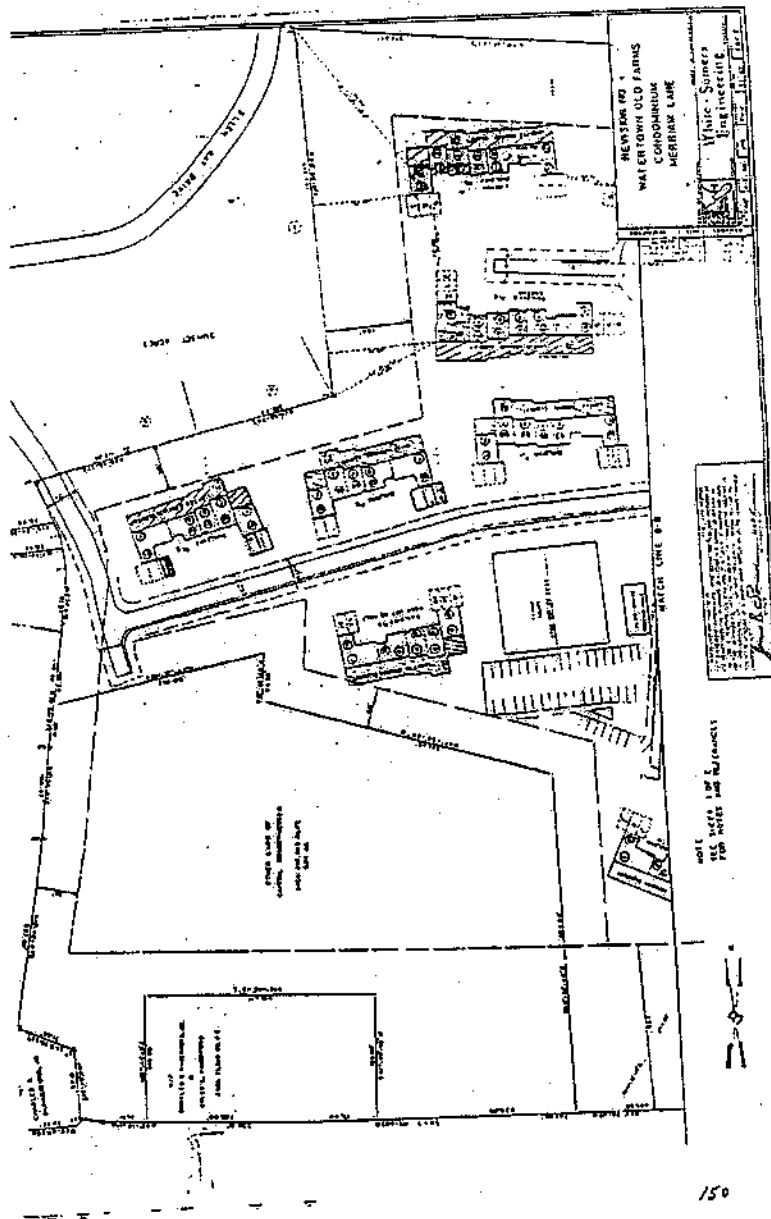
TABLE OF INTERESTS

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
1	E	1	
2	C	1	
3	A	1	
4	B	1	
5	F	1	
6	E	2	
7	C	2	
8	D	2	
9	A	2	
10	B	2	1.5385
11	F	2	as
12	E	3	to
13	C	3	all
14	D	3	units
15	A	3	
16	B- Alternate	3	
17	F	3	
18	F	4	
19	B	4	
20	A	4	
21	D	4	
22	C	4	
23	E	4	
24	F	5	
25	B	5	
26	A	5	
27	D	5	
28	C	5	
29	E	5	
30	F	6	
31	B	6	
32	A	6	
33	D	6	
34	C	6	
35	E- Alternate 6	6	
38	E	8	
39	C	8	
40	D	8	
41	A	8	
42	B	8	
43	F	8	
44	F	9	
45	B	9	
46	A	9	
47	D	9	
48	C	9	
49	E	9	

<u>Unit No.</u>	<u>Unit Type</u>	<u>Eldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
50	E	10	
51	C	10	
52	D	10	
53	A	10	
54	B	10	
55	F	10	
56	F	11	
57	B	11	
58	A	11	
59	D	11	
60	C	11	
61	E	11	
105	F	20	
106	B	20	
107	A	20	
108	D	20	
109	C	20	
110	E	20	

- NOTES:
- (1) All units have one equal vote in the affairs of the Association.
  - (2) Each unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other unit.





SCHEDULE A-5

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

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

1. That all structural components of the Building #20 containing the Units 105 thru 110 of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: July 8, 1988

\_\_\_\_\_  
Registration Architect,  
Engineer or Surveyor  
Registration No. 1732



WATERTOWN OLD FARMS

EXHIBIT A-6

AMENDMENT 3

Additional land owned by the Declarant, all or portions of which may become part of the common interest community.

FIRST PIECE --

All that certain piece or parcel of land with the buildings and other improvements thereon situated in the Town of Watertown, County of Litchfield and State of Connecticut, with all improvements thereon, being on the northerly side of Merriam Lane, and bounded and described as follows:

- SOUTHERLY: by the street line of Merriam Lane, 228.00 feet;
- WESTERLY: by property conveyed by Charles S. Hungerford, Jr., et ux, to Donna A. Innaimo, et ux, by deed dated July 23, 1984, a distance of 150 feet;
- SOUTHERLY AGAIN: by said property of Donn A. Innaimo, et ux 257.97 feet;
- EASTERLY AGAIN: by land now or formerly of said Donn A. Innaimo, et ux 150 feet;
- SOUTHERLY AGAIN: by Merriam Lane, 54 feet more or less;
- SOUTHERLY AGAIN: by Merriam Lane, 26.47 feet;
- WESTERLY: by land now or formerly of Charles S. Hungerford, Jr., 81.65 feet;
- SOUTHERLY AGAIN: by land now or formerly of Charles S. Hungerford, Jr., 71.52 feet;
- WESTERLY AGAIN: by land now or formerly of Emma McDonald;
- NORTHERLY: by property described in Amendment 3 Schedule A-1 of the Declaration of Watertown Old Farms Condominium, 250.00 feet;
- EASTERLY: by land described in said Amendment to the Declaration of Condominium, 55.50 feet;

NORTHERLY AGAIN: by land described in said Amendment to the Declaration of Condominium, 341.42 feet;

EASTERLY AGAIN: by land described in said Amendment to the Declaration of Condominium, 404.00 feet.

SECOND PIECE --

All those certain pieces or parcels of land together with the buildings and all the improvements thereon, situated in the Town of Watertown, County of Litchfield and State of Connecticut, known and designated as and consisting of Lot #2 land a portion of Lot #1, the same as hereinafter described on a certain map entitled "Plan of Section One, Sunset Acres, Belonging to Tan Plan Builders, Inc., Watertown, Conn., Scale 1" = 40', September 1<sup>o</sup>55, Harry E. Cole, L.S.", on file in Map Arm 20, Map No. 878, Watertown Clerk's Office, and to which reference is hereby made for further description.

The said Portion of Lot #1 is bounded as follows:

NORTHERLY: by Ellen hay Drive, 50 feet:

EASTERLY: by Lot #2 as shown on said map, 234.54 feet;

SOUTHERLY: by land now or formerly of Tan Plan Builders, 106.41 feet;

WESTERLY: by land now or formerly of David L. and Carmella J. Clementi, 206 feet, more or less;

Said Lot #2 is bounded as follows:

NORTHERLY: by Ellen Kay Drive, 125 feet;

EASTERLY: by Lot #3 as shown on said map, 241.86 feet;

SOUTHERLY: by land now or formerly of Tan Plan Builders, Inc., and by land now or formerly of Joel Hungerford, 104.45 feet;

WESTERLY: by Lot #1 as shown on said map, 234.54 feet.

AMENDMENT TO ARTICLE VIII

Section 8.12 Reservation of Right. In dedicating additional land to the condominium complex by the execution of the Tenth Amendment to the Declaration, the Declarant reserves the right to use a reasonable amount of space in a reasonable area of the clubhouse for office space, without charge, until the entire condominium complex of 110 units is completed and sold. The clubhouse is located on a portion of the property described in Schedule A-1, Amendment 3, of the description of land and encumbrances, which Schedule is attached to the Tenth Amendment to the Declaration

WATERTOWN, CT  
TOWN CLERK OFFICE  
RECEIVED FOR RECORD  
#14381

'88 JUL 25 A9:01

TOWN CLERK



TABLE OF INTERESTS

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
1	E	1	
2	C	1	
3	A	1	
4	B	1	
5	F	1	
6	E	2	
7	C	2	
8	D	2	
9	A	2	1.4085
10	B	2	as
11	F	2	to
12	E	3	all
13	C	3	units
14	D	3	
15	A	3	
16	B- Alternate	3	
17	F	3	
18	F	4	
19	B	4	
20	A	4	
21	D	4	
22	C	4	
23	E	4	
24	F	5	
25	B	5	
26	A	5	
27	D	5	
28	C	5	
29	E	5	
30	F	6	
31	B	6	
32	A	6	
33	D	6	
34	C	6	
35	E- Alternate 6		
38	E	8	
39	C	8	
40	D	8	
41	A	8	
42	B	8	
43	F	8	
44	F	9	
45	B	9	
46	A	9	
47	D	9	
48	C	9	
49	E	9	

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
50	E	10	
51	C	10	
52	D	10	
53	A	10	
54	B	10	
55	F	10	
56	F	11	
57	B	11	
58	A	11	
59	D	11	
60	C	11	
61	E	11	
105	F	20	
106	B	20	
107	A	20	
108	D	20	
109	C	20	
110	E	20	
99	F	19	
100	B	19	
101	A	19	
102	D	19	
103	C	19	
104	E	19	

- NOTES:
- (1) All units have one equal vote in the affairs of the Association.
  - (2) Each unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other unit.

SCHEDULE A-5

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

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

1. That all structural components of the Building #19 containing the Units 99 thru 104 of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: Sept 6, 1988

\_\_\_\_\_  
Registration Architect,  
Engineer or Surveyor  
Registration No. 1732

WATERTOWN, CT  
TOWN CLERK OFFICE  
RECEIVED FOR RECORD  
#15268

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TOWN CLERK





TABLE OF INTERESTS

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
1	E	1	
2	C	1	
3	A	1	
4	B	1	
5	F	1	
6	E	2	
7	C	2	
8	D	2	
9	A	2	
10	B	2	1.3158
11	F	2	as
12	E	3	to
13	C	3	all
14	D	3	units
15	A	3	
16	B- Alternate	3	
17	F	3	
18	F	4	
19	B	4	
20	A	4	
21	D	4	
22	C	4	
23	E	4	
24	F	5	
25	B	5	
26	A	5	
27	D	5	
28	C	5	
29	E	5	
30	F	6	
31	B	6	
32	A	6	
33	D	6	
34	C	6	
35	E- Alternate 6	6	
38	E	8	
39	C	8	
40	D	8	
41	A	8	
42	B	8	
43	F	8	
44	F	9	
45	B	9	
46	A	9	
47	D	9	
48	C	9	
49	E	9	

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
50	E	10	
51	C	10	
52	D	10	
53	A	10	
54	B	10	
55	F	10	
56	F	11	
57	B	11	
58	A	11	
59	D	11	
60	C	11	
61	E	11	
105	F	20	
106	B	20	
107	A	20	
108	D	20	
109	C	20	
110	E	20	
99	F	19	
100	B	19	
101	A	19	
102	D	19	
103	C	19	
104	E	19	
62	F	12	
63	B	12	
64	A	12	
65	C	12	
66	E	12	

- NOTES:
- (1) All units have one equal vote in the affairs of the Association.
  - (2) Each unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other unit.

SCHEDULE A-5

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

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

1. That all structural components of the Building #12 containing the Units 62 thru 66 of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: Aug 1, 1989

\_\_\_\_\_  
Registration Architect,  
Engineer or Surveyor  
Registration No. 1732

WATERTOWN, CT  
TOWN CLERK OFFICE  
RECEIVED FOR RECORD  
#19647

'89 AUG 23 P3:49

TOWN CLERK



SCHEDULE A-2  
REVISION 11  
TABLE OF INTERESTS

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
1	E	1	
2	C	1	
3	A	1	
4	B	1	
5	F	1	
6	E	2	
7	C	2	
8	D	2	
9	A	2	
10	B	2	1.2346
11	F	2	as
12	E	3	to
13	C	3	all
14	D	3	units
15	A	3	
16	B- Alternate	3	
17	F	3	
18	F	4	
19	B	4	
20	A	4	
21	D	4	
22	C	4	
23	E	4	
24	F	5	
25	B	5	
26	A	5	
27	D	5	
28	C	5	
29	E	5	
30	F	6	
31	B	6	
32	A	6	
33	D	6	
34	C	6	
35	E- Alternate 6	6	
38	E	8	
39	C	8	
40	D	8	
41	A	8	
42	B	8	
43	F	8	
44	F	9	
45	B	9	
46	A	9	
47	D	9	
48	C	9	
49	E	9	

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Common Elements and Expense</u>
50	E	10	
51	C	10	
52	D	10	
53	A	10	
54	B	10	
55	F	10	
56	F	11	
57	B	11	
58	A	11	
59	D	11	
60	C	11	
61	E	11	
105	F	20	
106	B	20	
107	A	20	
108	D	20	
109	C	20	
110	E	20	
99	F	19	
100	B	19	
101	A	19	
102	D	19	
103	C	19	
104	E	19	
62	F	12	
63	B	12	
64	A	12	
65	C	12	
66	E	12	
67	E	13	
68	C	13	
69	A	13	
70	B	13	
71	F	13	

- NOTES:
- (1) All units have one equal vote in the affairs of the Association.
  - (2) Each unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other unit.

SCHEDULE A-5

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

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

1. That all structural components of the Building #13 containing the Units 67-71 of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Registration Architect,  
Engineer or Surveyor  
Registration No. \_\_\_\_\_

WATERTOWN OLD FARMS

FOURTEENTH AMENDMENT TO DECLARATION

CAPITAL CONSTRUCTION CORPORATION, a Connecticut corporation with an office in the Town of Branford, County of New Haven, and State of Connecticut, the Declarant of Watertown Old Farms, the Declaration of which is dated August 2, 1985 is recorded in the Watertown Land Records in Volume 391 at Page 37, acting pursuant to its development rights reserved in such Declaration, hereby amends the Declaration as follows:

1. Schedule A-2 is deleted and the attached Schedule A-2, Revision 11, is substituted therefore.
2. Schedule A-5 with reference to Building No. 15 is attached hereto.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this 15th day of November A.D., 1989.

Signed, sealed and delivered in the presence of

\_\_\_\_\_  
Olga M. Bannon

Capital Construction Corporation

\_\_\_\_\_  
Emily M. Resnik

By \_\_\_\_\_ Donald M. Priest, Jr.

Its Assistant Secretary

STATE OF CONNECTICUT )

COUNTY OF New Haven )

ss. Woodbridge August 21, 1989

Personally appeared Donald M. Priest, Jr, Secretary of Capital Construction Corporation signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed, and the free act and deed of said Corporation, before me.

\_\_\_\_\_  
Emily M. Resnik  
Commissioner of the Superior  
Court/Notary Public



SCHEDULE A-2  
REVISION 14  
TABLE OF INTERESTS

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
1	E	1	
2	C	1	
3	A	1	
4	B	1	
5	F	1	
6	E	2	
7	C	2	
8	D	2	
9	A	2	
10	B	2	1.2048
11	F	2	as
12	E	3	to
13	C	3	all
14	D	3	units
15	A	3	
16	B- Alternate	3	
17	F	3	
18	F	4	
19	B	4	
20	A	4	
21	D	4	
22	C	4	
23	E	4	
24	F	5	
25	B	5	
26	A	5	
27	D	5	
28	C	5	
29	E	5	
30	F	6	
31	B	6	
32	A	6	
33	D	6	
34	C	6	
35	E- Alternate	6	
36	E- Alternate	7	
37	F	7	
38	E	8	
39	C	8	
40	D	8	
41	A	8	
42	B	8	
43	F	8	
44	F	9	
45	B	9	
46	A	9	
47	D	9	
48	C	9	
49	E	9	

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Common Elements and Expense</u>
50	E- Alternate	10	
51	C	10	
52	D	10	
53	A	10	
54	B	10	
55	F	10	
56	F	11	
57	B	11	
58	A	11	
59	D	11	
60	C	11	
61	E	11	
62	F	12	
63	B	12	
64	A	12	
66	E- Alternate	12	
65	C	12	
78	F	15	
79	B	15	
80	A	15	
81	C	15	
82	E	15	
99	F	19	
100	B	19	
101	A	19	
102	D	19	
103	C	19	
104	E	19	
105	F	20	
106	B	20	
107	A	20	
108	D	20	
109	C	20	
110	E	20	

- NOTES:
- (1) All units have one equal vote in the affairs of the Association.
  - (2) Each unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other unit.

SCHEDULE A-5

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

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

1. That all structural components of the Building #15 containing the Units 78thru82 of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: November 10, 1989

\_\_\_\_\_  
Registration Architect,  
Engineer or Surveyor  
Registration No. 1732

WATERTOWN, CT  
TOWN CLERK OFFICE  
RECEIVED FOR RECORD  
#20785

'89 NOV 16 A1:00

TOWN CLERK



SCHEDULE A-2

REVISION 15

TABLE OF INTERESTS

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
1	E	1	
2	C	1	
3	A	1	
4	B	1	
5	F	1	
6	E	2	
7	C	2	
8	D	2	
9	A	2	
10	B	2	1.1364
11	F	2	as
12	E	3	to
13	C	3	all
14	D	3	units
15	A	3	
16	B- Alternate	3	
17	F	3	
18	F	4	
19	B	4	
20	A	4	
21	D	4	
22	C	4	
23	E	4	
24	F	5	
25	B	5	
26	A	5	
27	D	5	
28	C	5	
29	E	5	
30	F	6	
31	B	6	
32	A	6	
33	D	6	
34	C	6	
35	E- Alternate	6	
36	E- Alternate	7	
37	F	7	
38	E	8	
39	C	8	
40	D	8	
41	A	8	
42	B	8	
43	F	8	
44	F	9	
45	B	9	
46	A	9	
47	D	9	
48	C	9	
49	E	9	

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
50	E- Alternate	10	
51	C	10	
52	D	10	
53	A	10	
54	B	10	
55	F	10	
56	F	11	
57	B	11	
58	A	11	
59	D	11	
60	C	11	
61	E	11	
62	F	12	
63	B	12	
64	A	12	
65	C	12	
66	E- Alternate	12	
99	F	19	
100	B	19	
101	A	19	
102	D	19	
103	C	19	
104	E	19	
105	F	20	
106	B	20	
107	A	20	
108	D	20	
109	C	20	
110	E	20	
78	F	15	
79	B	15	
80	A	15	
81	C	15	
82	E	15	
67	E- Alternate	13	
68	C	13	
69	A	13	
70	B	13	
71	E- Alternate	13	

- NOTES:
- (1) All units have one equal vote in the affairs of the Association.
  - (2) Each unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other unit.

Vol. 612 Act 317

SCHEDULE A-3

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown

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

1. That all structural components of the Building All comprising the Units 47-51 of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to provisions of Section 21 of the Common Interest Ownership Act.

Dated: 11-10-1991

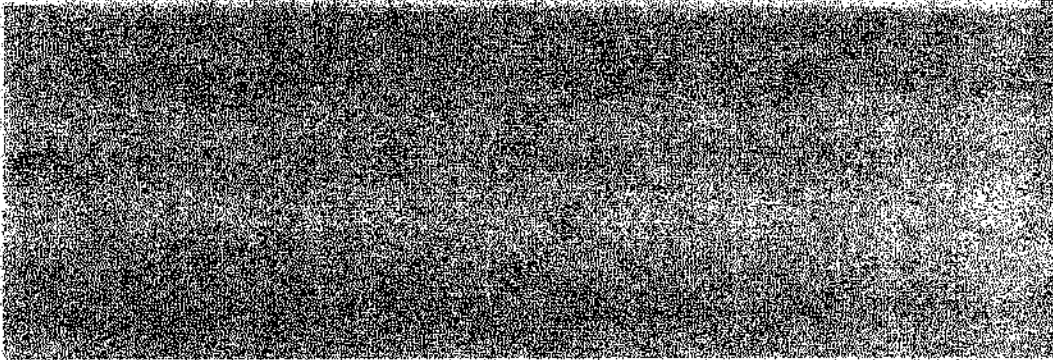
*[Signature]*  
 Registered Architect  
 Engineer of Surveyor  
 Registration No. 132

WATER TOWN CL. D. 1991-3001  
 PLAN V. 612 ACT 317  
 REGISTERED ARCHITECT  
 ENGINEER OF SURVEYOR  
 LVA DEBERE OF

WATER TOWN CL. D. 1991-3001  
 PLAN V. 612 ACT 317  
 REGISTERED ARCHITECT  
 ENGINEER OF SURVEYOR  
 LVA DEBERE OF

*[Signature]*  
 174

WATER TOWN CL. D. 1991-3001  
 PLAN V. 612 ACT 317  
 REGISTERED ARCHITECT  
 ENGINEER OF SURVEYOR  
 LVA DEBERE OF







SCHEDULE A-1

AMENDMENT 4

DESCRIPTION OF LAND AND ENCUMBRANCES

PARCEL ONE:

All that certain piece or parcel of land with all of the buildings and other improvements thereon situated in the Town of Watertown, County of Litchfield and State of Connecticut, located on the westerly side of Thomaston Road containing acres, and shown on a map entitled "Revision No. 4, Watertown Old Farms Condominium," Merriam Road, Town of Watertown, State of Connecticut, White-Somers Engineering, Oxford, Connecticut scale 1" = 40', date 4-2-86, containing revisions through 10/22/91, bounded and described as follows:

- EASTERLY: by Thomaston Road, 42.92 feet, said boundary having a bearing of S 15° 21' 19" W;
- EASTERLY AGAIN: by Thomaston Road, 79.88 feet, said boundary having a bearing of S 12° 28' 19" W;
- EASTERLY AGAIN: by Thomaston Road, 37.88 feet, said boundary having a bearing of S 44° 15' 19" W;
- EASTERLY AGAIN: by Thomaston Road, 248.62 feet, said boundary having a bearing of S 23° 45' 12" W;
- SOUTHERLY: by land now or formerly of Clarence H. Cole, 271.08 feet, said boundary having a bearing of S 83° 56' 24" W;
- SOUTHERLY AGAIN: by land now or formerly of Joseph J. and Helen G. Corcoran, 115.70 feet, said boundary having a bearing of S 82° 18' 24" W;
- EASTERLY AGAIN: by land now or formerly of Joseph J. and Helen G. Corcoran, 37.96 feet, said boundary having a bearing of S 02° 16' 24" W;

- SOUTHERLY AGAIN: by land now or formerly of Joseph J. and Helen G. Corcoran, 56.54 feet, said boundary having a bearing of N 86° 19' 36" W;
- EASTERLY AGAIN: by land now or formerly of Joseph J. and Helen G. Corcoran, 162.90 feet, said boundary having a bearing of S 03° 13' 24" W;
- SOUTHERLY AGAIN: by Merriam Lane, 74.05 feet, said boundary having a bearing of N 84° 00' 06" W;
- WESTERLY: by land now or formerly of Charles S. Hungerford, Jr. and Sally L. Hungerford 150.00 feet, said boundary having a bearing of S 07° 49' 19" W;
- SOUTHERLY AGAIN: by land now or formerly of Charles S. Hungerford, Jr. and Sally L. Hungerford, 259.97 feet, said boundary having a bearing of S 82° 42' 15" E;
- EASTERLY AGAIN: by land now or formerly of Charles S. Hungerford, Jr. and Sally L. Hungerford 150.00 feet, said boundary having a bearing of N 07° 49' 19" E;
- SOUTHERLY AGAIN: by Merriam Lane 51.61 feet, said boundary having a bearing of N 82° 10' 41" W;
- SOUTHERLY AGAIN: by Merriam Lane 26.47 feet, said boundary having a bearing of N 73° 07' 53" W;
- WESTERLY AGAIN: by land now or formerly of Charles S. Hungerford, Jr., 81.65 feet said boundary having a bearing of N 04° 54' 57" E;
- SOUTHWESTERLY: by land now or formerly of Charles S. Hungerford, Jr., 71.52 feet, said boundary having a bearing of S 63° 25' 38" W;
- WESTERLY AGAIN: by land now or formerly of Emma McDonald, 227.00 feet, said boundary having a bearing of N 15° 48' 07" E;
- WESTERLY AGAIN: by land now or formerly of Emma McDonald, 108.07 feet, said boundary having a bearing of N 11° 28' 02" E;
- WESTERLY AGAIN: by land now or formerly of Emma McDonald, 145.02 feet, said boundary having a bearing of N 13° 58' 07" E;

- WESTERLY AGAIN: by land now or formerly of Frank & Carol A. Venus, 62.07 feet, said boundary having a bearing of N 16° 37' 04" E;
- WESTERLY AGAIN: by land now or formerly of Frank & Carol A. Venus, 50.46 feet, said boundary having a bearing of N 02° 34' 06" W;
- WESTERLY AGAIN: by land now or formerly of Frank & Carol A. Venus, 70.08 feet, said boundary having a bearing of N 19° 24' 56" W;
- NORTHERLY: by lots in a development known as "Sunset Acres" 119.39 feet, said boundary having a bearing of N 80° 40' 37" E;
- NORTHERLY AGAIN: by lots in said development 235.99 feet, said boundary having a bearing of N 82° 25' 39" E;
- WESTERLY AGAIN: by lots in said development 445.73 feet, said boundary having a bearing of N 02° 20' 31" E;
- NORTHERLY AGAIN: by lots in said development 575.27 feet, said boundary having a bearing of S 79° 17' 27" E;
- NORTHERLY AGAIN: by land now or formerly of The Waterbury National Bank and Florence Martin Chase in trust, 150.30 feet, said boundary having a bearing of S 78° 05' 12" E;
- EASTERLY: by land now or formerly of The Waterbury National Bank and Florence Martin Chase in trust 575.20 feet, said boundary having a bearing of N 04° 36' 49" E;
- NORTHERLY: by land now or formerly of Waterbury National Bank and Florence Martin Chase in Trust, 521.68 feet, said boundary having a bearing of S 85° 24' 29" E.

SECOND PARCEL:

All those certain pieces or parcels of land together with the buildings and all the improvements thereon, situated in the Town of Watertown, County of Litchfield and State of Connecticut, known and designated as and consisting of Lot #2 and a portion of Lot #1, the same as hereinafter described on a certain map entitled "Plan of Section One, Sunset Acres, Belonging to Tan Plan Builders, Inc., Watertown, Conn., Scale 1" = 40', September 1955, Harry E. Cole, L.S." on file in Map Arm 20, Map No. 878, Watertown Clerk's Office, and to which reference is hereby made for further description.

The said Portion of Lot #1 is bounded as follows:

- NORTHERLY: by Ellen Kay Drive, 50 feet;  
EASTERLY: by Lot #2 as shown on said map, 234.54 feet;  
SOUTHERLY: by land now or formerly of Tan Plan Builders, 106.41 feet;  
WESTERLY: by land now or formerly of David L. and Carmella J. Clementi, 206 feet, more or less;

Said Lot #2 is bounded as follows;

- NORTHERLY: by Ellen Kay Drive, 125 feet;  
EASTERLY: by Lot #3 as shown on said map, 241.86 feet;  
SOUTHERLY: by land now or formerly of Tan Plan Builders, Inc., and by land now or formerly of Joel Hungerford, 104.45 feet;  
WESTERLY: by Lot #1 as shown on said map, 234.54 feet.

Said premises are subject to the following encumbrances:

1. Building lines if established, all laws, ordinances, and governmental regulations, including building, wetlands, and zoning ordinances, affecting such premises.
2. Taxes to the Town of Waterbury and appropriate fire district on the current lists.
3. All of the terms, conditions, covenants, restrictions, agreements, obligations, easements and lien rights as set forth in Declaration of Watertown Old Farms Condominium.
4. Utility easements of record, including easements in favor of the Connecticut Light and Power Company.
5. The Declarant's right to construct underground and above ground utility liens, pipes, wires, ducts, conduits and other facilities for the purpose of furnishing utility and other services to buildings and improvements which may be constructed upon property which in the future becomes part of Watertown Old Farms Condominium.
6. The Declarant's right to grant easements to public utility companies and to convey improvements within those easements anywhere in the common interest community for the purpose of furnishing utility and other services to building improvements, to be constructed on the property now dedicated or which may hereafter be dedicated to the condominium.



7. The Declarant's right to construct drainage or to grant easements for adjacent property owned by the Developer which may or may not become part of the condominium complex.
8. Easements for some or all of such services passing through the units of the Common Interest Community, all in favor of the other units benefitted by such lines and The Condominium Association.
9. Declaration rights of the Declarant, including development rights set forth in the Declaration of Condominium.
10. Declarant's reservation of right to use office space in the clubhouse without charge until the entire contemplated complex of 110 units is completed and sold.

SCHEDULE A-2  
REVISION 16  
TABLE OF INTERESTS

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
1	E	1	
2	C	1	
3	A	1	
4	B	1	
5	F	1	
6	E	2	
7	C	2	
8	D	2	
9	A	2	
10	B	2	
11	F	2	
12	E	3	
13	C	3	
14	D	3	
15	A	3	
16	E- Alternate	3	
17	F	3	
18	F	4	
19	B	4	
20	A	4	
21	D	4	
22	C	4	
23	E	4	
24	F	5	
25	B	5	
26	A	5	
27	D	5	
28	C	5	
29	E	5	
30	F	6	
31	B	6	
32	A	6	
33	D	6	
34	C	6	
35	E- Alternate	6	
36	E- Alternate	7	
37	F	7	
38	E	8	
39	C	8	
40	D	8	
41	A	9	
42	B	9	
43	F	9	
44	F	9	
45	B	9	
46	A	9	
47	D	9	
48	C	9	
49	E	9	

1.0638  
as  
to  
all  
units

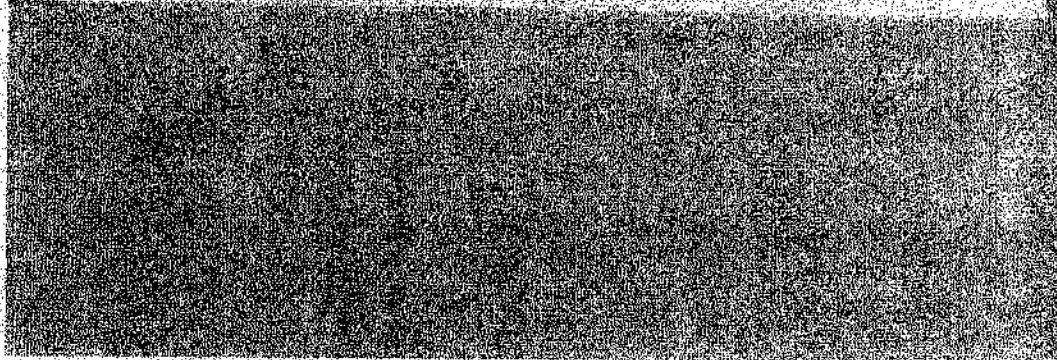
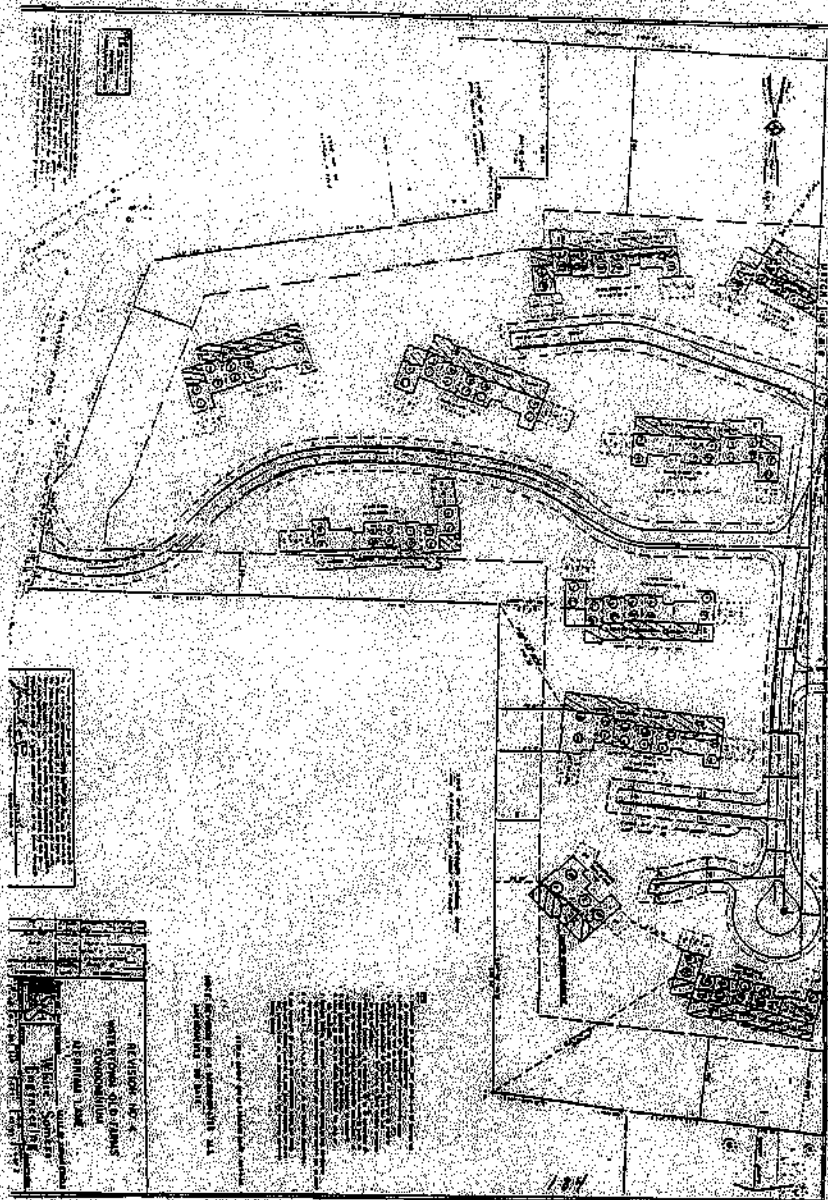
<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
50	E- Alternate	10	
51	C	10	
52	D	10	
53	A	10	
54	B	10	
55	F	10	
56	F	11	
57	B	11	
58	A	11	
59	D	11	
60	C	11	
61	E	11	
62	F	12	
63	B	12	
64	A	12	
65	C	12	
66	E- Alternate	12	
67	E- Alternate	13	
68	C	13	
69	A	13	
70	B	13	
71	E- Alternate	13	
72	E- Alternate	14	
73	B	14	
74	A	14	
75	D	14	
76	C	14	
77	E-Alternate	14	
78	F	15	
79	B	15	
80	A	15	
81	C	15	
82	E	15	
99	F	19	
100	B	19	
101	A	19	
102	D	19	
103	C	19	
104	E	19	
105	F	20	
106	B	20	
107	A	20	
108	D	20	
109	C	20	
110	E	20	

NOTES:

- (1) All units have one equal vote in the affairs of the Association.
- (2) Each unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other unit.







SCHEDULE A-5

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

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

1. That all structural components of the Building #14 containing the Units 72 thru 77 of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: June 2, 1992

\_\_\_\_\_  
Registration Architect,  
Engineer or Surveyor  
Registration No. 1732



SCHEDULE A-2  
REVISION 17  
TABLE OF INTERESTS

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
1	E	1	
2	C	1	
3	A	1	
4	B	1	
5	F	1	
6	E	2	
7	C	2	
8	D	2	
9	A	2	
10	B	2	1.000
11	F	2	as
12	E	2	to
13	C	3	all
14	D	3	units
15	A	3	
16	B- Alternate	3	
17	F	3	
18	F	4	
19	B	4	
20	A	4	
21	B	4	
22	C	4	
23	E	4	
24	F	5	
25	B	5	
26	A	5	
27	D	5	
28	C	5	
29	E	5	
30	F	6	
31	B	6	
32	A	6	
33	D	6	
34	C	6	
35	E- Alternate	6	
36	E- Alternate	7	
37	F	7	
38	E	8	
39	C	8	
40	D	8	
41	A	8	
42	B	8	
43	F	8	
44	F	9	
45	B	9	
46	A	9	
47	D	9	
48	C	9	
49	E	9	



<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
50	E- Alternate	10	
51	C	10	
52	D	10	
53	A	10	
54	B	10	
55	F	10	
56	F	11	
57	B	11	1.000 as to
58	A	11	
59	D	11	all units
60	C	11	
61	E	11	
62	F	12	
63	B	12	
64	A	12	
65	C	12	
66	E- Alternate 12		
67	E- Alternate 13		
68	C	13	
69	A	13	
70	B	13	
71	E- Alternate 13		
72	E- Alternate 14		
73	B	14	
74	A	14	
75	D	14	
76	C	14	
77	E-Alternate	14	
78	F	15	
79	B	15	
80	A	15	
81	C	15	
82	E	15	
83	E-Alternate	16	
84	B	16	
85	A	16	
86	D	16	
87	C	16	
88	E-Alternate	16	
99	F	19	
100	B	19	
101	A	19	
102	D	19	
103	C	19	
104	E	19	
105	F	20	
106	B	20	
107	A	20	
108	D	20	
109	C	20	
110	E	20	

- NOTES:
- (1) All units have one equal vote in the affairs of the Association.
  - (2) Each unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other unit.

SCHEDULE A-5

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

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

1. That all structural components of the Building # containing the Units thru of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Registration Architect,  
Engineer or Surveyor  
Registration No. 1732



SCHEDULE A-2  
REVISION 18  
TABLE OF INTERESTS

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
1	E	1	
2	C	1	
3	A	1	
4	B	1	
5	F	1	
6	E	2	
7	C	2	
8	D	2	
9	A	2	
10	B	2	0.9524
11	F	2	as
12	E	2	to
13	C	3	all
14	D	3	units.
15	A	3	
16	B- Alternate	3	
17	F	3	
18	F	4	
19	B	4	
20	A	4	
21	D	4	
22	C	4	
23	E	4	
24	F	5	
25	B	5	
26	A	5	
27	D	5	
28	C	5	
29	E	5	
30	F	6	
31	B	6	
32	A	6	
33	D	6	
34	C	6	
35	E- Alternate	6	
36	E- Alternate	7	
37	F	7	
38	E	8	
39	C	8	
40	D	8	
41	A	8	
42	B	8	
43	F	8	
44	F	9	
45	B	9	
46	A	9	
47	D	9	
48	C	9	
49	E	9	



<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
50	E- Alternate	10	
51	C	10	
52	D	10	
53	A	10	
54	B	10	
55	F	10	
56	F	11	
57	B	11	0.9524 as to
58	A	11	all units
59	D	11	
60	C	11	
61	E	12	
62	F	12	
63	B	12	
64	A	12	
65	C	12	
66	E- Alternate	12	
67	E- Alternats	13	
68	C	13	
69	A	13	
70	B	13	
71	E- Alternate	13	
72	E- Alternate	14	
73	B	14	
74	A	14	
75	D	14	
76	C	14	
77	E-Alternate	14	
78	F	15	
79	B	15	
80	A	15	
81	C	15	
82	E	15	
83	E-Alternate	16	
84	B	16	
85	A	16	
86	D	16	
87	C	16	
88	E-Alternate	16	
89	E-Alternate	17	
90	B	17	
91	A	17	
92	C	17	
93	E-Alternate	17	
99	F	19	
100	B	19	
101	A	19	
102	D	19	
103	C	19	
104	E	19	
105	F	20	
106	B	20	
107	A	20	
108	D	20	
109	C	20	
110	E	20	

- NOTES:
- (1) All units have one equal vote in the affairs of the Association.
  - (2) Each unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other unit.

SCHEDULE A-5

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

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

1. That all structural components of the Building # containing the Units thru of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Registration Architect,  
Engineer or Surveyor  
Registration No. 1732



SCHEDULE A-2  
REVISION 19  
TABLE OF INTERESTS

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
1	E	1	
2	C	1	
3	A	1	
4	B	1	
5	F	1	
6	E	2	
7	C	2	
8	D	2	
9	A	2	
10	B	2	
11	F	2	
12	E	3	
13	C	3	
14	D	3	
15	A	3	
16	B- Alternate	3	
17	F	3	
18	F	4	
19	B	4	
20	A	4	
21	D	4	
22	C	4	
23	E	4	
24	F	5	
25	B	5	
26	A	5	
27	D	5	
28	C	5	
29	E	5	
30	F	6	
31	B	6	
32	A	6	
33	D	6	
34	C	6	
35	E- Alternate	6	
36	E- Alternate	7	
37	F	7	
38	E	8	
39	C	8	
40	D	8	
41	A	8	
42	B	8	
43	F	8	
44	F	9	
45	B	9	
46	A	9	
47	D	9	
48	C	9	
49	E	9	

0.9091  
as  
to  
all  
units

<u>Unit No.</u>	<u>Unit Type</u>	<u>Bldg. No.</u>	<u>Percentage Share of Common Elements and Expense</u>
50	E- Alternate	10	
51	C	10	
52	D	10	
53	A	10	
54	B	10	
55	F	10	
56	F	11	0.9091
57	B	11	as to
58	A	11	all Units
59	D	11	
60	C	11	
61	E	11	
62	F	12	
63	B	12	
64	A	12	
65	C	12	
66	E- Alternate	12	
67	E- Alternate	13	
68	C	13	
69	A	13	
70	B	13	
71	E- Alternate	13	
72	E- Alternate	14	
73	B	14	
74	A	14	
75	D	14	
76	C	14	
77	E-Alternate	14	
78	F	15	
79	B	15	
80	A	15	
81	C	15	
82	E	15	
83	E-Alternate	16	
84	B	16	
85	A	16	
86	D	16	
87	C	16	
88	E-Alternate	16	
89	E-Alternate	17	
90	B	17	
91	A	17	
92	C	17	
93	E-Alternate	17	
94	E-Alternate	18	
95	B	18	
96	A	18	
97	C	18	
98	E-Alternate	18	
99	F	19	
100	B	19	
101	A	19	
102	D	19	
103	C	19	
104	E	19	
105	F	20	
106	B	20	
107	A	20	
108	D	20	
109	C	20	
110	E	20	

NOTES: (1) All units have one equal vote in the affairs of the Association.



- (2) Each unit shall have the same percentage share of ownership in the common elements and the same percentage of expenses as each other unit.

SCHEDULE A-5

ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Watertown Old Farms by Capital Construction Corporation recorded contemporaneously herewith in the Land Records of the Town of Watertown.

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

1. That all structural components of the Building # containing the Units thru of Watertown Old Farms are substantially completed in accordance with the Survey attached to the Declaration as Schedule A-3 entitled "Watertown Old Farms Condominium" and the Plans attached as Schedule A-4 entitled "Watertown Old Farms".
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Registration Architect,  
Engineer or Surveyor  
Registration No. 1732