

**DECLARATION**  
**OF**  
**ISABELLA'S COURT**  
**STAFFORD, CONNECTICUT**  
  
(Public Offering Statement Exhibit A)

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## DECLARATION

GLENVILLE DEVELOPMENT CORPORATION, a Connecticut corporation with its principal place of business at 31 Wales Road, in the Town of Stafford, Connecticut described in Schedule A-1, to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, as amended, for the purpose of creating Isabella's Court.

### ARTICLE I

#### Definitions

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

**Section 1.1 - Act.** The Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes as it may be amended from time to time.

**Section 1.2 - Allocated Interests.** The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association, allocated to the Units in the Common Interest Community. The Allocated Interests are described in Article IX of this Declaration and shown on Schedule A-2.

**Section 1.3 - Association.** Isabella's Court Condominium Association, Inc., a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to Section 47-243 of the Connecticut General Statutes.

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

**Section 1.5 - Common Elements.** All portions of the Common Interest Community other than the Units and any other interests in real property for the benefit of Unit Owners which are subject to the Declaration.

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

**Section 1.7 - Common Interest Community.** Isabella's Court.

**Section 1.8 - Declarant.** GLENVILLE DEVELOPMENT CORPORATION, a Connecticut corporation or its successor as defined in Subsection (12) of Section 47-202 of the Connecticut General Statutes.

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

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

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

**Section 1.12 - Documents.** The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, the Bylaws, and the Rules as they may be amended from time to time. Any exhibit, schedule or certification accompanying a Document is part of that Document.

**Section 1.13 - Eligible Insurer.** An insurer or guarantor of 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 notice and other rights described in Article XVIII.

**Section 1.14 - Eligible Mortgagee.** The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVIII.

**Section 1.15 - Executive Board.** The Board of Directors of the Association.

**Section 1.16 - Improvements.** Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to, buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes, and light poles.

**Section 1.17 - Limited Common Elements.** A portion of the Common Elements allocated by the Declaration or by the operation of Subsection (2) or (4) of Section 47-221 of the Connecticut General Statutes for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in the Common Interest Community are described in Article V of this Declaration.

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

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

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



**Section 1.21 - Plans.** The plans filed with this Declaration as Schedule A-4, as they may be amended from time to time.

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

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

**Section 1.24 - Security Interest.** An interest in real property or personal property, created by contract or conveyance, which 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 Isabella's Court. Isabella's Court is a condominium.

**Section 2.2 - Association.** The name of the Association is Isabella's Court Condominium Association, Inc.

## **ARTICLE III**

### **Description of Land**

The Common Interest Community is situated in the Town of Stafford, 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 create an additional One Hundred Forty-seven (147) Units up to a maximum of One Hundred Fifty-three (153) Units.

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

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

- (a) Walls, floors, windows, exterior doors and ceilings are designated as boundaries of a Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, windows, exterior doors and ceilings are a part of the Common Elements.
- (b) **Inclusions:** Each Unit shall include the space and Improvements lying within the boundaries described in Subsection 4.3(a) above, and shall also contain any pipes, wires, ducts and conduits situated in the perimeter walls of the Unit serving only that Unit.
- (c) **Exclusions:** Except when specifically included by other provisions of Section 4.3, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Subsection 4.3(a) above; and all chutes, pipes, flues, ducts, wire, conduits, and other facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to other Units or Common Elements or both.
- (d) **Inconsistency with Survey and Plans:** If this definition is inconsistent with the Survey and Plans, then this definition shall control.

## ARTICLE V

### Limited Common Elements

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

- (a) If any chute, flue, pipe, duct, wire, conduit, or any other fixture lies outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element, the use of which is limited to that Unit, and any portion

thereof serving more than one (1) Unit or any portion of the Common Elements is a part of the Common Elements.

- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.
- (c) Stoops and steps at 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) Basement storage and utility areas, the use of which is limited to the Unit or Units as shown on the Plans.
- (e) 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 Section 6.1 and Section 6.2, each Unit Owner shall be responsible for removing all snow, leaves and debris from all patios and balconies which are Limited Common Elements appurtenant to his or her Unit. If any such Limited Common Element is appurtenant to two or more Units, the owners of those Units will be jointly responsible for such removal.

Furthermore, each Unit Owner shall be responsible for the maintenance, repair and replacement of those Limited Common Elements described in Article V Subsection (k) 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 conditions threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

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

## ARTICLE VII

### Subsequently Allocated Limited Common Elements

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

## ARTICLE VIII

### Development Rights and Other Special Declarant Rights

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

- (a) The right to add the land, which is described in Schedule A-2 attached hereto, to the condominium.
- (b) The right to add Units, Common Elements, and Limited Common Elements in the land described in Schedule A-2 which is attached hereto.
- (c) The right to allocate as Limited Common Elements the parking spaces as shown on the Survey and assign them to particular Units.
- (d) The right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land not designated "Development Rights Reserved in this Area" on the Survey for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the land designated "Development Rights Reserved in this Area" on the Survey. The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes. If the Declarant grants any such easements, Schedule A-1 shall be amended to include reference to the recorded easement.

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

- (a) The Development Rights may be exercised at any time;
- (b) Not more than One Hundred Forty-seven (147) additional Units may be created under the Development Rights;
- (c) The quality of construction of any buildings and Improvement to be created on the Property shall be consistent with the quality of those constructed pursuant to this Declaration as initially recorded;
- (d) 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;
- (e) No Development Rights may be exercised unless approved pursuant to Section 18.5 of this Declaration.

**Section 8.3 - Phasing of Development Rights.** No assurances are made by the Declarant regarding the portions of the areas shown as "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.** The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in this Declaration.

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

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

and improvements used in development, marketing and construction, whether or not they have become fixtures.

### **Section 8.9 - Declarant Control of Association**

- (a) Subject to Subsection 8.9(b); There shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board. The period of Declarant control shall terminate no later than the earlier of:
  - (i) sixty (60) days after conveyance of sixty percent (60%) of the Units may be created to Unit Owners other than a Declarant;
  - (ii) two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business; or
  - (iii) two (2) years after any right to add new Units was last exercised.

A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in 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 (60) days after conveyance of one-third (1/3) of the Units that may be created to Unit Owners other than a Declarant, at least one (1) member and not less than one-third (1/3) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.
- (c) Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.
- (d) Notwithstanding any provision of this Declaration or the Bylaws to the contrary, the Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove a member appointed by the Declarant.

**Section 8.10 - Limitations on Special Declarant Rights.** Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant during such period of time as the Declarant is obligated under any warranty or obligation, holds a Development Right to create additional Units or Common Elements, owns any



Unit, or holds any Security Interest in any Unit, whichever is earliest. Earlier termination of certain rights may occur by statute.

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

## ARTICLE IX

### Allocated Interests

**Section 9.1 - Allocation of Interests.** The table showing Unit numbers and their allocated interests is attached as Schedule A-3. These interests have been allocated in accordance with the formulas set out in this Article IX. These formulas are to be used in reallocating interests if Units are added to the Common Interest Community.

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

- (a) **Undivided Interest in the Common Elements.** The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Common Interest Community. For the purpose of this calculation, the floor areas of basements and attics are not to be counted.
- (b) **Liability for the Common Expenses.** The percentage of liability for Common Expenses allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Common Interest Community. For the purpose of this calculation, the floor areas of basements and attics are not to be counted. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XIX of this Declaration.
- (c) **Votes.** Each Unit in the Common Interest Community shall have one (1) equal Vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in Schedule A-2.

## ARTICLE X

### Restrictions on Use, Alienation and Occupancy

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

- (a) Each Unit is restricted to residential use as a single-family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom as designated on the plans on file with the building official of the Town of Stafford.
- (b) Each Unit is restricted to residential use as mature housing in which at least one (1) member of the household is at least fifty-five (55) years of age; and in which no member of the household is less than twenty-one (21) years of age.
- (c) The use of Units and Common Elements and Limited Common Elements is subject to the Bylaws and the Rules of the Association. The Association may make rules and regulations affecting the use and occupancy of the Units only in accord with Section 25.4 of Article XXV.
- (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.

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

## ARTICLE XI

### Easements and Licenses

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

## ARTICLE XII

### Allocation and Reallocation of Limited Common Elements

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

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

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

**Section 12.2 - Reallocation of Depicted Limited Common Elements.** No Limited Common Element depicted on the Survey or Plans may be reallocated by an amendment to this Declaration pursuant to this Article XII except for basement storage areas or as part of a relocation of boundaries of Units pursuant to Article XIV of this Declaration. Basement storage areas may be reallocated by an amendment to the Declaration executed by the Unit Owners between or among whose Units the reallocation is made.

Such amendment shall require the approval of all holders of Security Interests in the affected Units, which approval shall be endorsed thereon. The persons executing the amendment shall provide and executed copy thereof to the Association which, if the amendment complies with the provisions of this Declaration and the Act, shall record it. The amendment shall contain words of conveyance and shall be recorded and indexed in the names of the parties and the Common Interest Community.

The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorneys' fees in connection with the review of the amendment and for recording costs.

## ARTICLE XIII

### Additions, Alterations and Improvements

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

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

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

**Section 13.2 - Additions, Alterations and Improvements by Executive Board.** Subject to the limitations of Sections 19.5 and 19.6 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements 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 XII, 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 or 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 reallocation and indicates the Association's consent. The amendment shall be executed by those Unit Owners and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

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

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

## ARTICLE XV

### Amendments to Declaration

**Section 15.1 - General.** Except in cases of amendments that may be executed by the Declarant in the exercise of its Development Rights or by the Association under Sections 12.1 and 14.1, or by certain Unit Owners under Section 14.1 of this Declaration and Section 47-237 of the Connecticut General Statutes and except as limited by Section 15.4 and Article XVIII of this Declaration, this Declaration, including the Survey and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven 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 (1) year after the amendment is recorded.

**Section 15.3 - Recordation of Amendments.** Every amendment to this Declaration shall be recorded in every town in which any portion of the Common Interest Community is located and, except as provided in Article XV, Section 15.4(b), is effective only on recording. An amendment, except an amendment pursuant to Article XIV of this Declaration, shall be indexed in the grantee's index in the name of the Common Interest Community and the Association and the grantor's index in the name of the parties executing the amendment.

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

- (a) No amendment may prohibit or materially restrict the permitted uses or occupancy of a Unit or other qualifications of persons who may occupy Units without a vote or agreement of Unit Owners to which at least 80 percent of the votes in the Association are allocated. Each amendment must provide reasonable protection for use and occupancy permitted at the time the amendment was adopted.
- (b) The time limits for the exercise of Development Rights specified in Section 8.2(a) of the Declaration may be extended, the number of Units which may be created by the Declarant pursuant to Section 8.2(b) of the Declaration may be increased and new Development Rights or other Special Declarant Rights may be created by amendment to the Declaration if persons entitled to cast at least 80 percent of the votes in the Association, including 80 percent of the votes allocated to units not owned by the Declarant, agree to that action. The amendment must identify the Association or other persons who hold any new rights that are created. Written notice of the proposed amendment to the Declaration must be delivered to all persons holding Development Rights or security interests in those rights. Notwithstanding the provisions of Section 15.3 of the Declaration, such an amendment to the Declaration is effective thirty days after the amendment is recorded and notice is delivered unless any person entitled to notice under this subsection records a written objection within the thirty-day period, in which case the amendment is void, or unless all of the persons entitled to notice under this subsection consent in writing at the time the amendment is recorded, in which case the amendment is effective when recorded.
- (c) Although the boundaries between adjoining Units may be relocated pursuant to Article XIV of the Declaration, no amendment may change the boundaries between any Unit and the Common Elements to incorporate Common Elements within the Unit except under the following procedure:

- (i) The owner of a Unit who wishes his boundaries to be relocated to include Common Elements will make application to the Association with a plan for the relocated boundaries in sufficient specificity to act as an amendment to the Declaration and the Plans attached as Exhibit A-4 to the Declaration and if necessary, a survey showing the relocated building location outline in sufficient detail to amend the Survey attached as Exhibit A-3 to the Declaration. The application shall contain such other information as the Executive Board may reasonably require to evaluate the merits of the application and its effect on safety and structural soundness of any proposed change to the physical portions of the building involved. A fee sufficient to defer the costs of the Executive Board may be required to be paid.
  - (ii) The amendment will be reviewed by the Executive Board and such consultants as it feels is necessary.
  - (iii) If the Executive Board approves the amendment, it will be submitted to a vote of the membership at a special meeting called for that purpose. Unless persons entitled to cast at least sixty-seven percent of the votes in the Association including sixty-seven percent of the votes allocated to Units not owned by the Declarant agree to the action, the amendment will not be approved.
  - (iv) The amendment will be executed by the Unit Owner of the Unit whose boundary is being relocated and by the President of the Association pursuant to the resolution of the Executive Board approving the amendment, attested by the Secretary, contain words of conveyance between the Unit Owner and the Association and be recorded in the town land records and be indexed in the name of the Unit Owner as grantee, and the Association as Grantor or otherwise as appropriate.
- (d) No amendment may otherwise create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any unit to incorporate Common Elements into the Unit in the absence of unanimous consent of the Unit Owners unless otherwise provided above.

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

**Section 15.6 - Special Declarant Rights.** Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

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

**Section 15.8 - Amendments to Create Units.** To exercise any Development Right reserved under Section 8.1 of this Declaration, the Declarant shall prepare, execute and record an amendment to the Declaration. If necessary, the Declarant shall also record either new Surveys and Plans necessary to conform to the requirements of subsections (a), (b) and (d) of Section 47-228 of the Act or new certifications of Schedules A-3 and A-4 previously recorded if the Schedules otherwise conform to the requirements of those Subsections.

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

## ARTICLE XVI

### Amendments to Bylaws

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

## ARTICLE XVII

### Termination

Termination of the Common Interest Community may be accomplished only in accordance with Section 47-237 of the Connecticut General Statutes.

## ARTICLE XVIII

### Mortgagee Protection

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

**Section 18.2 - Percentage of Eligible Mortgagees.** Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when



compared to the total allocated to all Units then subject to Security 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 Chapter 828 of the Connecticut General Statutes) 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 or replacement of Common Elements;
  - (iv) Responsibility for maintenance and repairs;

- (v) Reallocation of interests in the Common Elements or Limited Common Elements except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in such Units must approve such action;
  - (vi) Rights to use Common Elements and Limited Common Elements;
  - (vii) Boundaries of Units except that when boundaries of only adjoining Units are involved, 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 Chapter 828 of the Connecticut General Statutes, the Association may not take any of the following actions without the approval of at least fifty-one (51%) 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, for reasons other than substantial destruction or condemnation, as to which a sixty-seven (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 (1) year;
- (viii) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and
- (ix) Any action taken not to repair or replace the Property.

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

- (c) The Association may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Eligible Mortgagees.
- (d) The failure of an Eligible Mortgagee to respond within forty-five (45) days to any written request of the Association for approval of a non-material addition or amendment to the Documents shall constitute an implied approval of the addition or amendment.

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

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

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

- (a) The Common Interest Community contains fifty (50) or more Units, in which case the cost of the audit shall be a Common Expense; or
- (b) Any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

**Section 18.8 - Enforcement.** The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

**Section 18.9 - Attendance at Meetings.** Any representatives of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

## ARTICLE XIX

### Assessment and Collection of Common Expenses

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

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

**Section 19.2 - Apportionment of Common Expenses.** Except as provided in Section 19.3, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Schedule A-3 to this Declaration.

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

- (a) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
- (b) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
- (c) Assessment to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (d) If any Common Expense 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 (6) months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in Subdivision (2) of this Subsection. This Subsection does not affect the priority of mechanics' or

materialmens' liens, or the priority of liens for other assessments made by the Association.

- (c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.
- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two (2) years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (e) This Section does not prohibit actions to recover sums for which Subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.
- (g) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (h) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessment, the court may appoint a receiver of the Unit Owner pursuant to Section 52-504 of the Connecticut General Statutes to collect all Sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 19.5 of this Declaration.
- (i) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessment against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 19.4(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.
- (j) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

**Section 19.5 - Budget Adoption and Ratification.** Within thirty (30) days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting [a majority of all Unit Owners] reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

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

**Section 19.7 - Certificate of Payment of Common Expense Assessments.** The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

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

**Section 19.9 - Acceleration of Common Expense Assessments.** In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessment for the pertinent fiscal year to be immediately due and payable.

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

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

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

## ARTICLE XX

### Right to Assign Future Income

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

## ARTICLE XXI

### Persons and Units Subject to Documents

*Section 21.1 - Compliance with Documents.* All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded on the Land Records of the Town of Stafford 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 the respective last known addresses.

#### *Section 22.2 - Property Insurance.*

- (a) Property insurance covering:
  - (i) The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any improvements and betterments whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the undersurfaces of the lowest basement floors, underground pilings, piers.



pipes, flues and drains and other items normally excluded from property policies; and

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

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

The maximum deductible for insurance policies shall be \$10,000.00 or one percent (1%) of the policy face amount.

- (c) **Risks Insured Against.** The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.
- (d) **Other Provisions:** Insurance policies required by this Section shall provide that:
  - (i) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.
  - (ii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
  - (iii) If, at the time of a loss under the policy, there is 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:

"Isabella's Court Condominium Association, Inc. for the use and benefit of the individual Owners".

**Section 22.3 - Liability Insurance.** Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$1,000,000 covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

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

- (i) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association.
- (ii) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.
- (iii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
- (iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (v) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

**Section 22.4 - Fidelity Bonds.** A blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three (3) months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Unit and to each servicer that services a

FNMA-owned or FHLMC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason.

**Section 22.5 - Unit Owner Policies.** An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

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

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

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

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

## ARTICLE XXIII

### Damage To Or Destruction Of Property

**Section 23.1 - Duty to Restore.** Any portion of the Property for which insurance is required under Section 47-255 of the Connecticut General Statutes or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association unless:

- (a) The Common Interest Community is terminated;
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (c) 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 (51%) percent of Eligible Mortgagees.

**Section 23.4 - Replacement of Less Than Entire Property.**

- (a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community;
- (b) Except to the extent that other persons will be distributees;
  - (i) The insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and
  - (ii) The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units;
- (c) If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated on the vote as if the Unit had been condemned under Subsection (a) of Section 47-206 of the Connecticut General Statutes, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.

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

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

- (a) Whether or not damaged or destroyed Property is to be repaired or restored;
- (b) The 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 Attorneys.** If payments are to be made to Unit Owners or mortgagees, the Executive Board, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the Land Records of the Town of Stafford 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 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, including, but not limited to those set forth in Sections 25.2(u) and 25.4 of the Declaration;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two (2) or more Unit Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 47-254 of the Connecticut General Statutes;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one (1) year, through or over the Common Elements;
- (l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsections (2) and (4) of Section 47-221 of the Connecticut General Statutes, and for services provided to Unit Owners;

- (m) Impose charges or interest or both for late 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 47-270 of the Connecticut General Statutes or statements of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;
- (p) Assign the Association's right to future income, including the right to 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 a committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.
- (u) By regulation, require that disputes between Executive Board and Unit Owners or between two or more Unit Owners regarding the Common Interest Community must be submitted to nonbinding alternative dispute resolution in the manner described in the regulations as a prerequisite to commencement of a judicial proceeding.

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

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

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

Otherwise the Association may not regulate any use or occupancy of units.

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

The rights granted under this paragraph may only be exercised if the tenant or Unit Owner fails to cure the violation within 10 days after the Association notifies the tenant and Unit Owner of that violation pursuant to the procedures for Notice and Hearing.

Unless the lease otherwise provides, this section does not:

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



**ARTICLE XXVI**

**Condemnation**

If part or all of the Common Interest Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 47-206 of the Connecticut General Statutes.

**ARTICLE XXVII**

**Miscellaneous**

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

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

**Section 27.3 - Waiver.** No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.


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

**Section 27.5 - Conflict.** The Documents are intend to comply with the requirements of Chapter 828 and Chapter 600 of the Connecticut General Statutes. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

In Witness Whereof, the Declarant has caused this Declaration to be executed this 3rd day of December, 2003.

Signed, Sealed and Delivered  
in the Presence of:

  
Edward Muska

  
Karen L. Soukup

GLENVILLE DEVELOPMENT  
CORPORATION

By:   
Ricky Casagrande  
Its Vice-President



## DECLARATION SCHEDULE A-1

A certain piece or parcel of land, located on the westerly side of Furnace Avenue, in the Town of Stafford, County of Tolland and State of Connecticut, which piece or parcel is more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Furnace Avenue, which point represents the northeasterly corner of land now or formerly of Hupper and the southeasterly corner of the herein described piece;

THENCE running N 46° 15' 12" W along land now or formerly of Hupper a distance of 120.00 feet to a point;

THENCE running S 34° 56' 07" W along land now or formerly of Hupper a distance of 173.27 feet to a point;

THENCE running S 30° 36' 34" W along land now or formerly of West, and land now or formerly of Wasilewski, partly on each, a distance of 162.34 feet to a point;

THENCE running S 30° 21' 00" W along land now or formerly of Pippin a distance of 82.19 feet to a point;

THENCE running S 26° 36' 04" W along land now or formerly of Wheeler and Starr a distance of 97.49 feet to a point;

THENCE running S 26° 14' 07" W along land now or formerly of Casagrande a distance of 75.00 feet to a point;

THENCE running N 59° 14' 43" W along land now or formerly of Guilmette a distance of 29.96 feet to a point;

THENCE running S 34° 30' 43" W along land now or formerly of Guilmette a distance of 230.00 feet to a point;

THENCE running N 50° 20' 06" W along land now or formerly of Harris a distance of 70.00 feet to a point;

THENCE running N 54° 27' 09" W along land now or formerly of the Laurel Hill Condominiums a distance of 172.39 feet to a point;

THENCE running N 54° 55' 57" W along land now or formerly of the Laurel Hill Condominiums a distance of 143.63 feet to a point;

THENCE running N 35° 48' 20" E a distance of 249.44 feet to a point;

THENCE running N 15° 55' 08" E a distance of 81.36 feet to a point;

THENCE running N 82° 09' 30" E a distance of 99.82 feet to a point;  
THENCE running N 35° 48' 20" E a distance of 43.69 feet to a point;  
THENCE running S 78° 48' 54" E a distance of 56.93 feet to a point;  
THENCE running S 54° 11' 40" E a distance of 57.82 feet to a point;  
THENCE running N 73° 19' 56" E a distance of 65.27 feet to a point;  
THENCE running N 42° 5' 21" E a distance of 491.28 feet to a point;  
THENCE running S 45° 16' 04" E a distance of 135.19 feet to a point;  
THENCE running S 45° 16' 04" E along land now or formerly of Uliana a distance of 120.00 feet to a point; and  
THENCE running S 46° 24' 23" W along Furnace Avenue a distance of 163.94 feet to the point and place of beginning.

Said property is subject to the following:

1. A well and pipeline easement in favor of Flora M. Uliana, her heirs, successors and assigns, which easement is dated December 31, 1998 and is recorded in Volume 366, page 558 of the Stafford Land Records.
2. A water main easement in favor of The Connecticut Water Company, which easement is dated December 3, 2003 and recorded in Volume 456, page 503 of the Stafford Land Records.

DECLARATION SCHEDULE A-2

A certain piece or parcel of land, located westerly of Furnace Avenue, in the Town of Stafford, County of Tolland and State of Connecticut, which piece or parcel is more particularly bounded and described as follows:

BEGINNING at a point, which point represents the northwesterly corner of land now or formerly of Uliana and the northeasterly corner of the herein described piece;

THENCE running S 46° 22' 47" W along land now or formerly of Uliana a distance of 198.73 feet to a point;

THENCE running N 45° 16' 04" W a distance of 135.19 feet to a point;

THENCE running S 42° 51' 21" W a distance of 491.28 feet to a point;

THENCE running S 73° 19' 56" W a distance of 65.27 feet to a point;

THENCE running N 54° 11' 40" W a distance of 57.82 feet to a point;

THENCE running N 78° 48' 54" W a distance of 56.93 feet to a point;

THENCE running S 35° 48' 20" W a distance of 43.69 feet to a point;

THENCE running S 82° 09' 30" W a distance of 99.82 feet to a point;

THENCE running S 15° 55' 08" W a distance of 81.36 feet to a point;

THENCE running S 35° 48' 20" W a distance of 249.44 feet to a point;

THENCE running N 54° 55' 57" W along land now or formerly of the Laurel Hill Condominiums a distance of 298.40 feet to a point;

THENCE running N 59° 45' 57" W along land now or formerly of the Laurel Hill Condominiums a distance of 375.31 feet to a point;

THENCE running S 9° 04' 00" W along land now or formerly of the Laurel Hill Condominiums a distance of 360.60 feet to a point;

THENCE running N 75° 53' 00" W a distance of 204.50 feet to a point;

THENCE running N 82° 38' 00" W a distance of 220.10 feet to a point;

THENCE running N 10° 42' 00" E a distance of 1,505.30 feet to a point;

THENCE running S 83° 20' 00" E a distance of 415.10 feet to a point;

THENCE running S 5° 57' 00" W along land now or formerly of the Town of Stafford a distance of 157.70 feet to a point;

THENCE running S 67° 18' 35" E along land now or formerly of the Town of Stafford a distance of 881.23 feet to a point; and

THENCE running S 52° 47' 33" E along land now or formerly of Leach a distance of 109.99 feet to the point and place of beginning.

(Declaration - Schedule A-3)

**TABLE OF INTEREST**

ISABELLA'S COURT – MATURE LIVING CENTER PHASE I  
Stafford Springs, Connecticut

Unit Number	% of Interest in Common Elements & Common Expenses	Total Square Footage	Stories Including Basement	Number of Rooms Excluding Bath	Number of Baths
# 1	15.765	1186	2	5	1.5
# 88	16.031	1206	2	5	1.5
# 89	16.084	1210	2	5	1.5
#90	19.700	1482	3	6	1.5
# 91	16.257	1223	2	5	1.5
# 92	16.164	1216	2	5	1.5

PUBLIC OFFERING STATEMENT OF  
ISABELLA'S COURT CONDOMINIUM

1. Isabella's Court Condominium is a mature living condominium located on the westerly side of Furnace Avenue, in the Town of Stafford and the State of Connecticut. The declarant for the condominium is the Glenville Development Corporation, a Connecticut corporation with its principal place of business at 79 West Stafford Road, Stafford Springs Connecticut.
2. Isabella's Court Condominium consists of six single family buildings, each of which contains one condominium unit. All of said buildings will have vinyl exteriors. All buildings and the improvements appurtenant thereto are scheduled to be completed by December 31, 2003.
3. Isabella's Court Condominium consists of 6 condominium units. The Declarant has reserved the right to create an additional 147 condominium units up to a maximum of 153 units.
4. Attached hereto are the following documents:
  - a. The Declaration creating the Isabella's Court Condominium;
  - b. The Bylaws of the Isabella's Court Condominium Association, Inc.,
  - c. An electrical distribution easement to the Connecticut Light and Power Company;
  - d. A water line easement to the Connecticut Water Company;
  - e. A well and pipe line easement in favor of Flora M. Uliana, her heirs, successors and assigns;
  - f. A copy of the proposed deed which will be delivered to the purchaser at the closing.

At the time of closing, there will be a contract for rubbish removal with Rick's Rubbish Removal, of Stafford Springs, Connecticut, and a management agreement for the management of the condominium with the Glenville Development Corporation.



5. Attached to this public offering statement is the projected annual budget for the Isabella's Court Condominium Association, Inc. and the projected monthly common charge for each condominium unit.
6. This budget reflects all services to be provided to the Isabella's Court Condominium Association Inc.
7. Upon purchase of each condominium unit, each purchaser shall be required to pay to the Isabella's Court Condominium Association, Inc. a sum equal to twice the monthly common charge for the unit purchased. The purpose of said payment will be to create a reserve account for the Association.
8. Upon purchase of each condominium unit, each purchaser shall be required to pay to the Declarant the sum of \$2,500.00, which money shall be held in escrow by the Declarant for use for construction of the clubhouse building which the Declarant has reserved the right to construct. In the event that said clubhouse building is not constructed, then said sum of \$2,500.00 shall be returned to the purchaser.
9. Condominium units will be conveyed subject to the terms of the Declaration of Condominium and subject to an electrical distribution easement to the Connecticut Light & Power Company, a water line easement to the Connecticut Water Company, and a well and pipe line easement in favor of Flora M. Uliana, her heirs, successors and assigns. Condominium units are presently subject to a mortgage to the Rockville Bank, which mortgage will be released as each condominium unit is sold.
10. There is no financing offered by the Declarant.
11. There are no express warranties with respect to any condominium unit, except for written statements contained in the declaration of condominium and the plans attached thereto, the bylaws, the purchase agreement, and this public offering statement. Any statement contained in any of the above documents may be relied upon as a warranty and enforced as such. Each condominium unit is sold with implied warranties that the unit is suitable for residential use, is free from defective materials, is constructed in accordance with applicable law, and in a workmanlike manner, is in as good condition as it was on the day any purchase agreement was

signed, and that the unit may be used for residential purposes. These above warranties may not be disclaimed. Any cause of action brought for any breach of warranty must be brought within (3) years of after any purchaser enters into possession of a unit, or within three (3) years after any common element is completed. Each condominium unit is also sold with an implied warranty that the unit is free from faulty materials, constructed according to said engineering standards, constructed in a workmanlike manner and fit for human habitation. Each condominium unit is also sold subject to an implied warranty that said unit complies with the Connecticut state building code as customarily applied and enforced by the Town of Stafford. These warranties are in addition to any other warranties created by law.

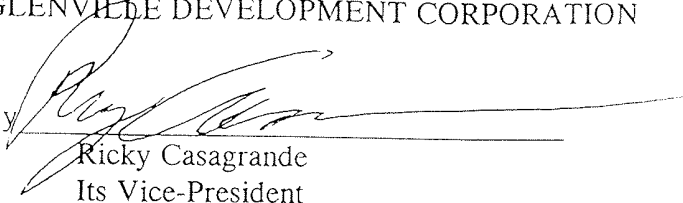
12. Any purchaser who executes a contract for the purchase of a condominium unit may cancel said contract at any time within fifteen days after receiving this public offering statement. If the Glenville Development Corporation fails to provide this public offering statement to any purchaser of a condominium unit, said purchaser may reserve from the Corporation in a civil action ten percent of the purchase price of the unit.
13. There are no unsatisfied pending judgments, claims or suits against the Glenville Development Corporation or against the Isabella's Court Condominium Association, Inc.
14. Any deposits received in connection with the execution of a purchase agreement for a condominium unit will be held in escrow in an account with the Tolland Bank. Any deposit will be returned to a purchaser if the purchaser cancels his contract within (15) fifteen days of the receipt of this public offering statement.
15. The condominium units shall be used for residential purposes only. At all times each unit must be occupied by at least one (1) person who is at least fifty-five (55) years of age, and said units may not be occupied by any person who is less than twenty-one (21) years of age. Said units may not be used for time sharing purposes and may not be leased for any period less than one month.

16. The Isabella's Court Condominium Association, Inc. currently has insurance against fire or property damage in the amount of \$1,000,000 and liability insurance for all claims against the Association arising from the use of condominium property in the amount of \$1,000,000.
17. There are no fees or charges for the use of any of the common elements other than the monthly association charges as provided for in the declaration.
18. The declarant is constructing all improvements which are part of the Isabella's Court Condominium under the terms of a construction mortgage with the Rockville Bank.
19. The Isabella's Court Condominium is located in a B-Residence zone. This zone permits the construction of senior housing and the Isabella's Court Condominium complies with all the regulations and requirements of the zoning ordinance of the Town of Stafford.
20. The Isabella's Court Condominium will be supplied by a public water supply provided by the Connecticut Water Company. The Connecticut Water Company has indicated that, due to the location of said condominium, the water pressure provided will be adequate for ordinary residential use, but may not be sufficient to satisfy certain unit owners. If the purchaser of any condominium unit desires to increase his pressure, he may do so by installing a domestic water pump. The cost of said pump and installation will be an expense paid by the particular unit owner, and will not be the responsibility of the Declarant.
21. The Declarant has reserved the right to create an additional 147 condominium units up to a maximum of 153 units. The Declarant has also reserved the right to construct a clubhouse building for use by the unit owners. There are no assurances given that any of said condominium units or that said clubhouse building will be added to the condominium. If all of said 147 condominium units are created, the maximum number of units per acre will be 4.29 units per acre.
22. All of the condominium units which may be created in the exercise of the Declarant's development rights will be restricted exclusively to residential use, with each unit to be occupied by at least one (1) person who is at least fifty-five (55)

- years of age, and with no units to be occupied by any person who is less than twenty-one (21) years of age.
23. The Declarant has reserved the right to add land to the condominium and to build additional buildings as part of the exercise of said development rights. There are no assurances given that any of said land will be added or any of said buildings constructed.
  24. If all the 147 condominium units are created in the exercise of the Declarant's development rights, the value of the allocated interests for each unit will be reduced to 4 percent of their current value.
  25. All of the buildings or other improvements that may be erected pursuant to the exercise of any development rights will be compatible with existing buildings and improvements in the condominium in terms of architectural style, quality of construction and size.
  26. Any other improvements that may be made or limited common elements created shall be similar in scope and size to the improvements and limited common elements in the existing condominium.
  27. There are no assurances made as to the location of any other building or other improvement that may be built as part of the exercise of the Declarant's development rights.
  28. Any limited common elements which are created pursuant to the exercise of development rights by the Declarant will be of the same general type and size as the limited common elements which have been created in the existing condominium.
  29. The proportion of limited common elements to units created pursuant to the exercise of any development rights by the Declarant will be approximately equal to the proportion existing in the existing condominium.
  30. All restrictions in the declaration affecting the use, occupancy and alienation of units will apply to any units created pursuant to the exercise of any development rights by the Declarant

GLENVILLE DEVELOPMENT CORPORATION

By

A handwritten signature in black ink, appearing to read 'Ricky Casagrande', is written over a horizontal line. The signature is fluid and cursive.

Ricky Casagrande  
Its Vice-President

PROPOSED OPERATING BUDGET  
ISABELLA'S COURT 6 UNITS IN PHASE I

INSURANCE	\$ 1,200
ELECTRICITY	222
MANAGEMENT	1,080
GROUNDS CARE	1,260
LANDSCAPING	264
SNOW REMOVAL	2,010
TRASH REMOVAL	492
WATER/FIRE PROTECTION	252
MAINTENANCE	540
PAINTING	150
ACCOUNTING/LEGAL	264
MISCELLANEOUS	30
RESERVES	1,650
CLUBHOUSE	600
<b>TOTAL</b>	<b>\$10,014</b>

Based on the above Proposed Operating Budget the common expenses allocated to each unit on a monthly basis are as follows:

Unit 1	\$131.56
Unit 38	133.78
Unit 89	134.22
Unit 90	164.40
Unit 91	135.66
Unit 92	134.89

PROPOSED OPERATING BUDGET  
ISABELLA'S COURT 6 UNITS IN PHASE I

INSURANCE	
ELECTRICITY	\$ 1,200
MANAGEMENT	222
GROUNDS CARE	1,080
LANDSCAPING	1,260
SNOW REMOVAL	264
TRASH REMOVAL	2,010
WATER/FIRE PROTECTION	492
MAINTENANCE	252
PAINTING	540
ACCOUNTING/LEGAL	150
MISCELLANEOUS	264
RESERVES	30
CLUBHOUSE	1,650
TOTAL	600
	\$10,014

Based on the above Proposed Operating Budget the common expenses allocated to each unit on a monthly basis are as follows:

Unit 1	\$131.56
Unit 88	133.78
Unit 89	134.22
Unit 90	164.40
Unit 91	135.66
Unit 92	134.89

**RULES**  
**OF**  
**ISABELLA'S COURT CONDOMINIUM ASSOCIATION, INC.**

(Public Offering Statement Exhibit C)

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**ARTICLE VII - Rights of Declarant**

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- Section 9.5 - Proper Use

**RULES OF**  
**ISABELLA'S COURT CONDOMINIUM ASSOCIATION, INC.**

Initial capitalized terms are defined in Article I of the Declaration. The following Rules apply to all owners and occupants of Units.

**ARTICLE I**

**Use of Units Affecting the Common Elements**

**Section 1.1 - Occupancy Restrictions.** Unit Owners and occupants shall not violate the restrictions on use, occupancy and alienation of Units set forth in Article X of the Declaration.

**Section 1.2 - No Commercial Use.** Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising except for a name plate or sign not exceeding 9 square inches in area, on the main door to each Unit be maintained or permitted on any part of the Common Elements or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. The Declarant shall be permitted to post signs and displays in accordance with Section 8.7 of the Declaration.

**Section 1.3 - Access by Executive Board and Secured Space.** The Executive Board, the manager or its designated agent, may retain a pass key to all Units for use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of any Unit without immediately providing the Executive Board, the manager or its agent, with a key therefor. At the Unit Owner's option, he or she may provide the key be enclosed in a sealed envelope with instructions that it only be used in emergencies with a report to him or her as to each use and the reason therefor. Each Unit may have closets, safes or vaults not exceeding 50 cubic feet in capacity which can be locked without such access.

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

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

**Section 1.6 - Displays in Windows of Units.** Unit Owners shall not cause or permit anything other than curtains and conventional draperies, and holiday decorations to be hung, displayed or exposed at, outside or in the windows without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, if any. Holiday

decorations shall not be displayed more than thirty (30) days before the respective holiday, and shall be removed within fifteen (15) days after the respective holiday.

**Section 1.7 - Cleanliness.** Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

**Section 1.8 - Electrical Usage.** Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

## ARTICLE II

### Use of Common Elements

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

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

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

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

**Section 2.5 - Trucks and Commercial Vehicles.** Trucks and commercial vehicles are prohibited in the parking areas and driveways, except for temporary loading and unloading, or as may be designated by the Executive Board.

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

**Section 2.7 - Use of Porches and Decks.** There shall be no storage of any items or

materials on porches or decks, other than customary porch and deck furniture and appurtenant materials.

**Section 2-8 – Clothes lines.** There shall be no exterior clotheslines of any kind.

**Section 2-9 – Propane Gas Tanks.** Propane gas may only be used for providing gas to gas fireplace inserts and not for cooking and water heating purposes. All propane gas tanks shall be stored to the rear of the respective Unit.

**Section 2-10. Satellite Antennas.** There shall be no external satellites or other television antennas.

### ARTICLE III

#### Actions of Owners and Occupants

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

**Section 3.2 - Compliance With Law.** No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations of the Town of Saltonstall. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

**Section 3.3 - Pets.** No animals, birds or reptiles of any kind shall be raised, bred, or kept on the property or brought on the Common Elements, except that no more than one dog of less than 20 inches in height at the shoulder at maturity and of gentle disposition, no more than two cats, or other household pets, approved and licensed by the Executive Board or the manager as to compatibility with the Common Interest Community may be kept. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property with three (3) days after Notice and Hearing from the Executive Board. In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a leash. No dogs shall be curbed in any courtyard or close to any patio or terrace, except in the street or special areas designated by the Executive Board. The owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing eye dogs and hearing ear dogs will be permitted for

those persons holding certificates of necessity.

**Section 3.4 - Indemnification for Actions of Others.** Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

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

**Section 3.6 - Lint Filters on Dryers; Grease Screens on Stove Hoods.** All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens, which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all time be used and kept in clean, good order and repair by the Unit Owner.

## ARTICLE IV

### Insurance

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

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

**Section 4.3 - Reports of Damage.** Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager or a Director by any person having knowledge thereof.

**Section 4.4 - Unit Owners' Insurance.** Every Unit Owner must maintain a standard unit owners' property and liability insurance policy, which insurance shall insure against any damage to the interior of the Unit and the furniture and appliances which are located therein.

## ARTICLE V

### Rubbish Removal

**Section 5.1 - Deposit of Rubbish.** Rubbish container locations will be designated by the Executive Board or the manager. Pickup will be from those locations only. Occupants will be

responsible for removal of rubbish from their Units to the pickup locations. Rubbish is to be deposited within that location and the area is to be kept neat, clean and free of debris. Long term storage of rubbish in the Units is forbidden.

## ARTICLE VI

### Motor Vehicles

**Section 6.1 - Compliance with Law.** All persons will comply with Connecticut State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and Property.

**Section 6.2 - Registration.** All vehicles of employees, agents, Unit Owners, and occupants regularly using the premises must be registered with the manager and all vehicles parking for more than 4 hours must display either a vehicle sticker or carry a guest pass. Construction and management vehicles not registered will be identified by a special pass card.

**Section 6.3 - Registration Application.** The manager will register vehicles on a special application form and shall issue parking stickers to such vehicles. The form will provide that registered vehicles parking in "no parking" areas, fire lanes, on the pavement or blocking access, or otherwise improperly parked, may be towed at the owner's expense.

**Section 6.4 - Guest Pass.** Vehicles parked on the property for more than 4 hours without a guest pass (or sticker) will be deemed trespassers and will be removed. Guest passes will be issued to Unit Owners requesting them. They will be registered in the name of the Unit Owner who, upon receipt of the passes, will assume responsibility for the actions and towing charges of vehicles displaying such passes, as a Common Expense assessment, which will be levied following Notice and Hearing.

**Section 6.5 - Limitations on Use.** The use of Limited Common Element parking spaces is limited to use by the occupant of the Unit to which it is assigned as a Limited Common Element. Any vehicle must be registered in order to park permanently on the premises. A Unit Owner must garage one of his other vehicles overnight in his or her garage or carport and not in an outside space. Parking areas shall be used for no other purpose than to park motor vehicles, and loading or unloading.

**Section 6.6 - Visitor Parking.** Except where special arrangements are made, vehicles displaying guest passes are limited to three days' parking.

**Section 6.7 - Speed Limit.** The speed limit on the entrance road is 25 miles per hour. The speed limit on other drives is 15 miles per hour.

**Section 6.8 - Snowmobiles, Off Road and Unlicensed or Immobile Vehicles.** Snowmobiles, off road vehicles including trail bikes, jeeps and other four-wheel drive vehicles not used in maintenance are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the Property. Except

for motor assisted bicycles and wheel chairs as permitted by state law, all motor vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Except for temporary repairs not involving immobility in the excess of 3 hours, motor vehicles will not be disassembled, repaired, rebuilt, painted or constructed outside of garages on the Property.

**Section 6.9 - No Parking Areas.** Vehicles may not be parked in such manner as to block access to garages, carports, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles on roads and drives, Vehicles in violation will be towed after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicle is registered. In addition, a \$25 per day fine may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation.

**Section 6.10 - Limited Use of Trucks, Vans, Trailers and Commercial Vehicles.** The following types of vehicles are prohibited in the parking areas or drives in excess of 8 hours except for temporary loading or unloading following which the vehicle must be removed from the Property for at least 16 hours: commercial vehicles carry a sign advertising a business; trucks, vans and vehicles having capacity of more than one ton; trailers of any kind; and vehicles with more than four single-tired wheels. Construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted during such use.

## ARTICLE VII

### Rights of Declarant

The Declarant may make such use of the unsold Units and Common Elements as may facilitate completion and sale of the Common Interest Community including, but not limited to, maintenance of a sales office, the showing of the Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. Interference with workmen or with buildings under constructions is prohibited. Entrance into construction or Declarant's restricted areas will be only with representatives of the Declarant.

## ARTICLE VIII

### General Administrative Rules

**Section 8.1 - Consent in Writing.** Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

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

## ARTICLE IX

## General Recreation Rules

**Section 9.1 - Limited to Occupants and Guests.** Passive recreational facilities, open space and woodland within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the Association harmless from damage or claims by virtue of such use.

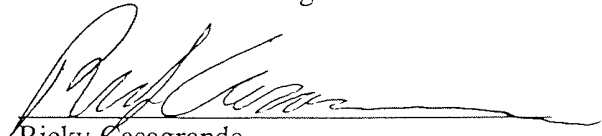
**Section 9.2 - Boisterous Behavior Prohibited.** Boisterous, rough or dangerous activities or behavior, which unreasonably interferes with the permitted use of facilities by others, is prohibited.

**Section 9.3 - Reserved Areas.** Specific portions of woodland or open space facilities, or specific times of recreational schedules may be reserved, or priority given, to certain age groups. Such reservations and scheduling shall be done by management personnel, and shall be effective after publication in the newsletter.

**Section 9.4 - Ejection for Violation.** Unit Owners, occupants, guests and tenants may be summarily ejected from recreational facility by management personnel in the event of violation of these regulations with a facility, and suspended from the use until the time for Notice and Hearing concerning such violation and, thereafter suspended for the period established following such Hearing.

**Section 9.5 - Proper Use.** Recreational facilities will be used for the purposes for which they were designed. Picnic areas, equipment, and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used.

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

  
Ricky Casagrande  
Vice-President