

BYLAWS
OF
ISABELLA'S COURT CONDOMINIUM ASSOCIATION, INC.

(Public Offering Statement Exhibit B)

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BYLAWS
OF
ISABELLA'S COURT CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

Introduction

These are the Bylaws of Isabella's Court Condominium Association, Inc. Initial capitalized terms are defined in Article I of the Declaration.

ARTICLE II

Executive Board

Section 2.1 - Number and Qualification; Termination of Declarant Control

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

meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

Section 2.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or Chapter 828 of the Connecticut General Statutes. The Executive Board shall have, subject to the limitations contained in the Declaration and Chapter 828 of the Connecticut General Statutes, 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 subsection (u) of this Section 2.2;
- (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, including, but not limited to, actions brought by the Association against a tenant pursuant to Article 25, Section 25.5 of the Declaration;
- (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 the Declaration, Bylaws, Rules and Regulations of the Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by Section 47-270 of the Connecticut General Statutes of statements of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and Officers' liability insurance;
- (p) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (q) Exercise any other powers conferred by the Declaration or Bylaws;
- (r) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other powers necessary and proper for the governance and operation of the Association; and
- (t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.
- (u) By regulation, require that disputes between Executive Board and Unit Owners and between two or more Unit Owners regarding the Common Interest Community must be submitted to nonbinding alternate dispute resolution in the manner described in the regulations as a prerequisite to commencement of a judicial proceeding.
- (v) Adopt rules and regulations that affect the use and occupancy of Units that may be used for residential purposes only as set forth in Article XXV, Section 25.4 of the Declaration.

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

Section 2.4 - Additional Limitations. The Executive Board shall be additionally limited pursuant to Article XXV of the Declaration.

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

Section 2.6 - Removal of Directors. The Unit Owners, by 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 Director of the Executive Board with or without cause, other than a Director appointed by the Declarant.

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

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

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

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

Section 2.9 - Special Meetings. Special meetings of the Executive Board may be called by the President or by a majority of the Directors on at least three (3) business days' notice to each Director. The notice shall be hand-delivered or mailed and shall state the time, place and purpose of the meeting.

Section 2.10 - Location of Meetings. All meetings of the Executive Board shall be held within the Town of Stafford, unless all Directors consent in writing to another location.

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

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

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

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

ARTICLE III

Unit Owners

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

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

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

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

Section 3.5 - Notice of Meetings. Except for budget meetings, for which notice shall be given in accordance with Sections 19.5 and 19.6 of the Declaration, the secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner, not less than ten (10) nor more than sixty (60) days in advance of any meeting. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes and any proposal to remove an officer or Director of the Executive Board. No action shall be adopted at a meeting except as stated in the notice.

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

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

Section 3.8 - Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call (or check-in procedure).
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports.
- (e) Establish number and term of memberships of the Executive Board (if required and noticed).
- (f) Election of inspectors of election (when required).

- (g) Election of Directors of the Executive Board (when required).
- (h) Ratification of Budget (if required and noticed).
- (i) Unfinished business.
- (j) New business.

Section 3.9 - Voting.

- (a) If only one (1) of several owners of a Unit is present at a meeting of the Association, that owner is entitled to cast all the votes allocated to that Unit. If more than one of the owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one (1) of the owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.
- (b) Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one (1) person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this Subsection only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one (1) year after its date unless it specifies a shorter term.
- (c) The vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified so to vote.
- (d) No votes allocated to a Unit owned by the Association may be cast.

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

Section 3.11 - Majority Vote. The vote of a majority of the Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all

Unit Owners for all purposes except where a higher percentage vote is required in the Declaration, these Bylaws or by law.

ARTICLE IV

Officers

Section 4.1 - Designation. The principal officers of the Association shall be the president, the vice president, the secretary and the treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, and assistant secretary, and such other officers as in its judgment may be necessary. The president and vice president, but no other officers, need be Directors. Any two (2) offices may be held by the same person, except the offices of president and vice president, and the offices of president and secretary. The office of vice president may be vacant.

Section 4.2 - Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Executive Board and shall hold office at the pleasure of the Executive Board.

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

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

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

Section 4.6 - Secretary. The secretary shall keep the minutes of all meetings of the Unit Owners and the Executive Board. He or she shall have charge of such books and papers as the Executive Board may direct and he or she shall, in general, perform all the duties incident to the

office of secretary of a nonstock corporation organized under the laws of the State of Connecticut. The secretary may cause to be prepared and may attest to execution by the president of amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

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

Section 4.8 - Agreements, Contracts, Deeds, Checks, etc. Except as provided in Sections 4.4, 4.6, 4.7 and 4.10 of these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Executive Board.

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

Section 4.10 - Resale Certificates and Statements of Unpaid Assessments. The treasurer, assistant treasurer, or a manager employed by the Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with Section 47-270 of the Connecticut General Statutes and statements of unpaid assessments in accordance with Subsection (h) of Section 47-258 of the Connecticut General Statutes.

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

ARTICLE V

Enforcement

Section 5.1 - Abatement and Enjoinment of Violations by Unit Owners. The violation of any of the Rules and regulations adopted by the Executive Board, or the breach of any provision of the Documents shall give the Executive Board the right, after Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

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

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

ARTICLE VI

Indemnification

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

ARTICLE VII

Records

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

Section 7.2 - Examination. All records maintained by the Association or by the manager shall be available for examination and copying by any Unit Owner, by any holder of a

Security Interest in a Unit, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

Section 7.3 - Records. The Association shall keep the following records:

- (a) An account for each Unit which shall designate the name and address of each Unit Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Common Expense assessment, the dates on which each assessment comes due, the amounts paid on the account, and the balance due.
- (b) An account for each Unit Owner showing any other fees payable by the Unit Owner.
- (c) A record of any capital expenditures anticipated by the Association for the current and next succeeding fiscal year.
- (d) A record of the amount, and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs.
- (e) The current operating budget adopted pursuant to Subsection (a) of Section 47-257 of the Connecticut General Statutes and ratified pursuant to the procedures of Subsection (c) of Section 47-245 of the Connecticut General Statutes.
- (f) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant.
- (g) A record of insurance coverage provided for the benefit of Unit Owners and the Association.
- (h) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements.
- (i) Annually the Association shall prepare a balance sheet showing the financial condition of the corporation as of a date not more than four (4) months prior thereto, and a statement of receipts and disbursements for twelve (12) months prior to that date. The balance sheet and statement shall be kept for at least ten years from such date in the principal office of the Association.
- (j) Tax returns for state and Federal income taxation.
- (k) Minutes of proceedings of incorporators, Unit Owners, Directors, committees of Directors and waivers of notice.

Section 7.4 - Form Resale Certificate. The Executive Board shall adopt a form resale certificate to satisfy the requirement of Section 47-270 of the Connecticut General Statutes.

ARTICLE VIII

Miscellaneous

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

Section 8.2 - Fiscal Year. The Executive Board shall establish the fiscal year of the Association.

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

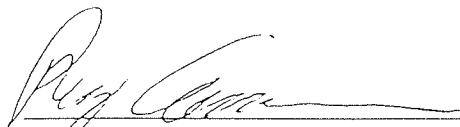
Section 8.4 - Office. The principal office of the Association shall be on the Property or at such other place as the Executive Board may from time to time designate.

ARTICLE IX

Amendments to Bylaws

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

Certified to be the Bylaws adopted by consent of the incorporator(s) of Isabella's Court Condominium Association, Inc. dated



Ricky Casagrande
Incorporator

ELECTRIC DISTRIBUTION EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, Glenville Development Corporation hereinafter called Grantor, hereby grants to The Connecticut Light and Power Company, a specially chartered Connecticut corporation with offices in Berlin, Connecticut, its successors and assigns, hereinafter called Grantee, with WARRANTY COVENANTS (except for the matters described in Schedule A if such schedule is attached), the perpetual right to construct, maintain, replace, relocate, remove and rebuild on, across, over and under the land hereinafter described (Easement Area), an electric distribution system consisting of poles, guys, braces, wires, cables, conduits, transformers, transformer pads, pedestals, meters, structures for street lights and traffic signals, fixtures and other appurtenances useful for providing electric, communication, signal and streetlighting service (including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the Grantor's lands); the right to provide electric, communication, signal and streetlighting service by means of the same; and the right to enter the Grantor's lands for the purpose of inspecting, maintaining or removing same and the right, after consultation with the Grantor when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the judgment of the Grantee are necessary to maintain its services.

Said Easement Area is located on the Grantor's lands on the westerly side of Furnace Avenue in the Town of Stafford, Connecticut, as more particularly described on a map entitled "Compilation Plan Map Showing Easement Area to be Granted to The Connecticut Light and Power Company Across the Property of Richard Casagrande Isabella's Court Stafford, Connecticut Scale: 1"=50', Date: October 16, 2003 CL&P File No. E3277" which map has been on or will be filed in the office of the Town clerk of said Town of Stafford, Connecticut.

The Grantor agrees, except with the written permission of the Grantee, that (i) no building, structure, or other improvement or obstruction shall be located upon, there shall be no excavation, filling, flooding or grading of, and there shall be no parking of vehicles or planting of trees or shrubbery upon the Easement Area or outside the Easement Area within five (5) feet from any facilities or appurtenance installed to provide services to any structures erected on the Grantor's premises, and (ii) nothing shall be attached, temporarily or permanently, to any property of the Grantee installed by virtue of this easement. The Grantee may, without liability to the Grantor and at the expense of the Grantor, remove and dispose of any of the aforesaid made or installed in violation of the above and restore said land to its prior condition. In the event of damage to or destruction of any of said facilities of the Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor.

The Grantee further agrees, by the acceptance of this deed, that as long as and to the extent that the electric distribution system together with all appurtenances, located on said land pursuant to this easement are used to provide electric, communication, signal or streetlighting service, the Grantee will repair, replace and maintain such facilities at its own expense (except as otherwise provided herein) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restoration shall not include any structures, other improvements or plantings made by the Grantor contrary to the provisions of this easement.

If any portion of the above described land upon or under which said facilities or appurtenances thereto shall be located, is now or hereafter becomes a public street or highway or a part thereof, permission, as set forth in Section 16-234 of the General Statutes of Connecticut relating to adjoining landowners, is hereby given to the Grantee and to its successors and assigns, to use that portion of the land for the purposes and in the manner above described.

Any right herein described or granted, or any interest therein or part thereof, may be assigned to any communication or signal company by the Grantee, and the Grantor hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used for the purposes described therein for communication or signal purposes.

The words "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has hereunto caused (set) its hand(s) and seal(s) to be affixed this 18th day of December, 2003.

Signed, sealed and delivered in the presence of:

Karen L. Spukup
Witness

Cynthia Constantino
Witness

Witness

Witness

Glenville Development Corporation

By Ricky Casagrande (L.S.)
Its Vice-President

(L.S.)

ACKNOWLEDGMENT

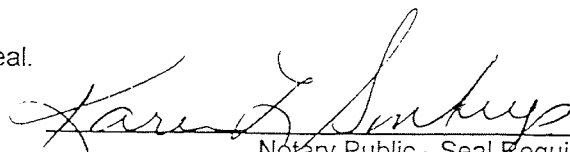
STATE OF CONNECTICUT

S.S. Stafford Springs

COUNTY OF TOLLAND

On this 18th day of December, 2003 before me, the undersigned officer, personally appeared Ricky Casagrande who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.


Notary Public - Seal Required
My Commission Expires _____ KAREN L. SOUKUP
Notary Public
My Comm. Expires Nov. 30, 2006

STATE OF _____

S.S. _____

COUNTY OF _____

On this _____ day of _____, 20____ before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Notary Public - Seal Required
My Commission Expires _____

STATE OF _____

S.S. _____

COUNTY OF _____

On this _____ day of _____, 20____ before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Notary Public - Seal Required
My Commission Expires _____

WATER MAIN EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, GLENVILLE DEVELOPMENT CORPORATION (hereinafter "Grantor"), for a valuable consideration, receipt whereof is hereby acknowledged, does hereby grant to THE CONNECTICUT WATER COMPANY, a corporation specially chartered by the General Assembly of Connecticut and having its principal office and place of business in the Town of Clinton, County of Middlesex, in said State (hereinafter "Grantee"), its successors and assigns, the permanent right to install, inspect, operate, maintain, change the size of, renew, replace and repair one or more lines of water pipes or mains (with all appurtenances including meters) as are from time to time needed for the transportation and/or supply of water, and together with the right to enter in connection therewith, all under, over and across Grantor's land in the Town of Stafford, County of Tolland, and State of Connecticut, described as follows:

See attached Schedule A

Being (a portion of) the premises described in the Town of Stafford Land Records in Volume 444 Page 617 .

Together with any fire hydrants, water pipes or mains, or appurtenances thereto, including any curb stops and water meters, whether real property or personal property, situated on, or to be situated on the above described premises.

Any right herein described or granted or any interest therein or part thereof may be assigned to any assignee or assignees by Grantee, its successors and assigns, and Grantor, for Grantor and Grantor's heirs, executors, administrators, successors and assigns, hereby agrees to and does ratify any such assignment or assignments.

In the event that any part of the land above described in or on which said line or its appurtenances shall be located is now or shall hereafter become a public street or highway or a part thereof, permission, as provided in the General Statutes of Connecticut relating to adjoining landowners, is hereby given to Grantee, its successors and assigns, to use that portion for the purposes and in the manner above described.

Any fire hydrants, water pipes or mains, or appurtenances thereto, including any curb stops and water meters, situated on the above described premises from time to time shall be and remain the property of Grantee. Any service lines, and appurtenances thereto, including any curb boxes, extending from any curb stop away from any water pipes or mains, shall be and remain the property of Grantor.

Grantor agrees to pay fire protection charges on Grantee owned mains and fire hydrants on private property at public fire protection rates until such time as the town agrees to pay for them.

In addition to the above granted rights, Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, without limitation, the right at any reasonable time or times to enter upon said premises at such point or points as Grantee may deem expedient or necessary for the purpose of exercising its rights hereunder. Grantee covenants that said rights shall be exercised, so far as is practicable, with consideration of the convenience of Grantor and without doing any unreasonable damage. Grantee covenants that it will, upon completion of any work hereunder, replace and restore said premises, to the extent feasible, to the same condition as that existing before beginning such work.

TO HAVE AND TO HOLD the said granted and bargained easement, privilege, and right of way and its appurtenances to Grantee and its successors and assigns forever, to its and their own proper use and behoof.

Grantor reserves for Grantor and Grantor's heirs, executors, administrators, successors and assigns, the right to fully use and enjoy said premises, subject to the rights, privileges and authority herein granted, provided, however, that Grantee shall have the right from time to time to trim and keep trimmed, cut, clear and remove, by mechanical means or otherwise, trees, underbrush and other growth (other than crops or grassland except in the exercise of this easement) which are within the limits of said right of way and which may interfere with the exercise of the rights and/or easements herein granted, or any of them, or which may injure, endanger or interfere with the construction and use of said water pipes or mains or the appurtenances thereto, or which may create a hazard; the right to dispose of all wood cut; and the right to remove any structure within or projecting into said right of way.

Grantor, for Grantor and Grantor's heirs, executors, administrators, successors

store any materials on, store any vehicles on, grade, excavate, fill or flood said right of way, or otherwise use said right of way in any manner which, in the opinion of Grantee, may obstruct or hinder Grantee in the use and enjoyment of its rights, privileges and authority under this easement or may interfere with the free and unrestricted exercise of the rights and/or easements herein granted, or any of them, or which may create a hazard.

Grantor, for Grantor and Grantor's heirs, executors, administrators, successors and assigns, hereby covenants to promptly notify Grantee in writing at the mailing address herein, or as changed by the Grantee, of any environmental problem, event or condition Grantor discovers or has knowledge of, on or affecting said premises which may pose a threat to the health, safety or welfare of persons or the environment or to said water pipes or mains and appurtenances thereto.

If Grantee determines that an environmental problem or condition may exist on said premises which would pose a threat to the health, safety or welfare of persons or the environment or to said water pipes or mains and appurtenances thereto, Grantor agrees to conduct, at Grantor's expense and upon Grantee's request, any environmental site assessment or study, including, but not limited to, soil or surface or groundwater testing to the Grantee's sole satisfaction, and to provide to Grantee a copy of the same or copies of any prior such assessments or studies as may exist relating to said premises. In such case Grantee reserves the right not to perform any obligations and to cease the exercise of any rights by Grantee which Grantee has hereunder or otherwise until such time as Grantee is satisfied that no environmental risk or hazard to the health, safety or welfare of persons or the environment or to said water pipes or mains and appurtenances thereto exists.

If at any time Grantee discovers an environmental condition which, in Grantee's judgment, requires the use of different water pipes, mains, appurtenances or materials or methods than are customarily used absent such environmental condition, Grantor agrees to pay, in advance, the estimated additional cost, if any, resulting from the removal of such condition or the use of such different materials or methods and resulting from any additional work performed or to be performed in connection with the removal of such conditions or the removal of any unsuitable water pipes, mains, appurtenances or materials, as determined by Grantee, and replacement of the same with suitable water pipes, mains, appurtenances or materials, as determined by Grantee.

And Grantor, for Grantor and Grantor's heirs, executors, administrators, successors and assigns, covenants with Grantee, its successors and assigns, that at and until the ensealing of these presents Grantor is well seized of the premises as a good indefeasible estate in fee simple and has good right to bargain and sell the same in manner and form as is above written, and that the same is free from all encumbrances whatsoever except as hereinbefore mentioned.

AND FURTHERMORE, Grantor does by these presents bind Grantor and Grantor's heirs, successors and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to Grantee, its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Rockville Bank

_____ joins herein as holder of the first mortgage on said premises, consents hereto and covenants and agrees. for itself, its successors and assigns, that its mortgage shall be and hereby is subordinated to this easement as if such mortgage had been executed and recorded subsequent to the recordation hereof.

IN WITNESS WHEREOF, Grantor has hereunto set or caused to be set Grantor's hand and seal this 3rd day of December, 2003.

Signed, sealed and delivered
in the presence of:

Edward Muska
Edward Muska

GLENVILLE DEVELOPMENT CORPORATION

F. Joseph Paradiso
F. Joseph Paradiso

By Ricky Casagrande
Ricky Casagrande
Its Vice-President

Edward Muska
Edward Muska

ROCKVILLE BANK

F. Joseph Paradiso
F. Joseph Paradiso

By Charles J. DeSimone, Jr.
Charles J. DeSimone, Jr.
Senior Vice President

STATE OF CONNECTICUT)

: ss. Stafford Springs

COUNTY OF TOLLAND)

The foregoing instrument was acknowledged before me this 3rd day of December, 2003, by Ricky Casagrande, Vice-President of Glenville Development Corporation a corporation, on behalf of the corporation.

(SEAL)

Edward Muska
Edward Muska

STATE OF CONNECTICUT)

COUNTY OF TOLLAND)

: ss. Stafford

The foregoing instrument was acknowledged before me this 3rd day of December, 2003, by Charles J. DeSimone, Jr. (general) partner on behalf of Rockville Bank, a general/limited partnership, Connecticut Savings Bank

(SEAL)

Edward Muska

Edward Muska

Notary Public - Commissioner of the Superior Court

My commission expires:

STATE OF CONNECTICUT)

COUNTY OF)

: ss.

The foregoing instrument was acknowledged before me this ___ day of _____, 2003, by _____

(SEAL)

Notary Public

My commission expires:

Grantee's latest mailing address:
93 West Main Street
Clinton, Connecticut 06413

SCHEDULE A

A certain piece or parcel of land, located in the Town of Stafford, County of Tolland and State of Connecticut, which piece or parcel is shown as "Connecticut Water Easement" on a map or plan entitled, "Connecticut Water Company Easement Plan Prepared for Richard A. Casagrande Isabella's Court, Stafford Connecticut Project 447-01 Date 10/15/03 Sheet No. 1 of 1 Scale 1"=50' Anchor Engineering Services, Inc. 75 Nutmeg Lane Glastonbury, CT 06033 Tel (860) 633-8770 Fax (860) 633-5971," which map or plan is on file with the Town Clerk of Stafford. Said piece or parcel is more particularly bounded and described as follows:

BEGINNING at a point on the southerly boundary of land now or formerly of the Glenville Development Corporation which point is located 190.40 feet easterly of the southwesterly corner of said land, as measured along the southerly boundary of said land;

THENCE running N 30° 16' 22" E a distance of 22.63 feet to a point;

THENCE running S 60° 31' 48" E a distance of 146.00 feet to a point;

THENCE running N 59° 56' 36" E a distance of 179.83 feet to a point;

THENCE running along the arc of a curve to the right with a radius of 200.00 feet, a delta angle of 82° 52' 07" and a chord length of 264.70 feet to a point;

THENCE running N 64° 04' 04" E a distance of 21.80 feet to a point;

THENCE running along the arc of a curve to the right with a radius of 155.00 feet, a delta angle of 73° 34' 12" and a chord length of 185.63 feet to a point;

THENCE running N 38° 39' 14" W a distance of 53.27 feet to a point;

THENCE running along the arc of a curve to the left with a radius of 585.00 feet, a delta angle of 28° 46' 13" and a chord length of 290.67 feet to a point;

THENCE running N 61° 54' 47" W a distance of 62.48 feet to a point;

THENCE running N 35° 11' 47" E a distance of 50.39 feet to a point;

THENCE running S 61° 54' 47" E a distance of 51.28 feet to a point;

THENCE running along the arc of a curve to the right with a radius of 635.00 feet, a delta angle of 28° 32' 54", and a chord length of 313.13 feet, to a point;

THENCE running N 38° 39' 14" W a distance of 71.45 feet to a point;

THENCE running along the arc of a curve to the left with a radius of 200.00 feet, a delta angle of $44^{\circ} 05' 32''$, and a chord length of 150.14 feet, to a point;

THENCE running along the arc of a curve to the left with a radius of 139.00 feet a delta angle of $96^{\circ} 22' 45''$ and a chord length of 207.21 feet, to a point;

THENCE running N $67^{\circ} 42' 26''$ W a distance of 246.09 feet to a point;

THENCE running along the arc of a curve to the left with a radius of 89.00 feet, a delta angle of $76^{\circ} 06' 02''$, and a chord length of 109.75 feet, to a point;

THENCE running S $35^{\circ} 08' 35''$ W a distance of 141.40 feet to a point;

THENCE running S $35^{\circ} 11' 47''$ W a distance of 50.39 feet to a point;

THENCE running S $35^{\circ} 08' 34''$ W a distance of 316.73 feet to a point;

THENCE running along the arc of a curve to the left with a radius of 37.00 feet, a delta angle of $69^{\circ} 21' 52''$, and a chord length of 42.93 feet, to a point;

THENCE running along the arc of a curve to the right with a radius of 60.00 feet, a delta angle of $253^{\circ} 54' 49''$, and a chord length of 95.90 feet, to a point;

THENCE running N $35^{\circ} 08' 34''$ E a distance of 598.54 feet to a point;

THENCE running along the arc of a curve to the right with a radius of 139.00 feet, a delta angle of $76^{\circ} 28' 15''$, and a chord length of 171.36 feet, to a point;

THENCE running S $67^{\circ} 42' 26''$ E a distance of 246.09 feet to a point;

THENCE running along the arc of a curve to the right with a radius of 189.00 feet, a delta angle of $47^{\circ} 12' 24''$, and a chord length of 151.35 feet, to a point;

THENCE running N $68^{\circ} 11' 55''$ E a distance of 89.29 feet to a point;

THENCE running N $21^{\circ} 48' 06''$ W a distance of 83.08 feet to a point;

THENCE running N $11^{\circ} 01' 07''$ E a distance of 103.28 feet to a point;

THENCE running S $67^{\circ} 18' 35''$ E along land now or formerly of the Town of Stafford a distance of 30.63 feet to a point;

THENCE running S $11^{\circ} 01' 08''$ W a distance of 88.25 feet to a point;

THENCE running S $21^{\circ} 48' 05''$ E a distance of 104.25 feet to a point;

THENCE running S 68° 11' 54" W a distance of 123.54 feet to a point;

THENCE running along the arc of a curve to the right with a radius of 189.00 feet, a delta angle of 35° 03' 48", and a chord length of 113.87 feet, to a point;

THENCE running along the arc of a curve to the right with a radius of 250.00 feet, a delta angle of 49° 33' 35", and a chord length of 209.57 feet, to a point;

THENCE running along the arc of a curve to the left with a radius of 105.00 feet, a delta angle of 109° 21' 46", and a chord length of 171.35 feet, to a point;

THENCE running S 64° 03' 58" W a distance of 51.21 feet to a point;

THENCE running S 25° 55' 38" E a distance of 51.14 feet to a point;

THENCE running S 34° 55' 18" W a distance of 40.93 feet to a point;

THENCE running S 82° 58' 16" W a distance of 25.02 feet to a point;

THENCE running N 20° 56' 15" W a distance of 51.68 feet to a point;

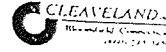
THENCE running along the arc of a curve to the left with a radius of 150.00 feet, a delta angle of 106° 25' 04", and a chord length of 240.25 feet, to a point;

THENCE running S 59° 56' 37" W a distance of 66.81 feet to a point;

THENCE running S 34° 17' 02" W a distance of 90.64 feet to a point;

THENCE running N 54° 55' 57" W along land now or formerly of the Laurel Hill Condominiums a distance of 47.75 feet to a point; and

THENCE running N 59° 45' 57" W along land now or formerly of the Laurel Hill Condominiums a distance of 184.91 feet to the place and point of beginning.



To all People to whom these Presents shall come, Greeting:

KNOW YE, THAT WE TERRY B. PANCIERA and ELSA WORMSTEDT, both of the Town of Stafford, County of Tolland and State of Connecticut

for the consideration of NO MONEY

received to our full satisfaction of FLORA M. ULIANA, of the Town of Stafford, County of Tolland and State of Connecticut

do give, grant, bargain, sell and confirm unto the said FLORA M. ULIANA, her heirs and assigns forever, the right to use a well and water pipe line which is now located on land of the grantor herein, which well and pipe line are more particularly shown on a map or plan entitled, "Map Prepared for Flora M. Uliana showing "House Lot" to be conveyed from Paul Constantini, Angela Constantini to Flora M. Uliana Furnace Ave. Stafford Springs, Conn. Scale: 1" = 40' Date: July 17, 1978 William W. Symonds, Sr. Land Surveying Stafford, Conn."

Conveyance Tax Received

State \$ 1.00 Local \$ 1.00

Pauline Jackson

Town Clerk of Stafford

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto her the said grantee, her heirs, successors, and assigns forever, to her and their own proper use and behoof. And also, WE the said grantors do for ourselves, our heirs, executors, administrators, and successors, covenant with the said grantee, her heirs, successors, and assigns, that at and until the enrolling of these presents, we are well seised of the premises, as a good indefeasible estate in Fee Simple; and have good right to bargain and sell the same in manner and form as is above written and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned:

And Furthermore, WE the said grantors do by these presents bind ourselves and our heirs forever to Warrant and Defend the above granted and bargained premises to the said grantee, her heirs, successors, and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, WE, TERRY B. PANCIERA and ELSA WORMSTEDT

have hereunto set our hands this 31st day of December, 1998.

Signed and Delivered in the presence of (Type or Print name below each signature.)

WITNESS: F. Joseph Paradiso

Karen L. Soikup

GRANTOR: Terry B. Panciera

Elsa Wormstedt

STATE OF CONNECTICUT, } COUNTY OF TOLLAND } ss. STAFFORD

December 31, 1998

Personally Appeared Terry B. Panciera and Elsa Wormstedt Signer(s) of the foregoing Instrument, and acknowledged the same to be their free act and deed, before me.

F. Joseph Paradiso Notary Public / J. of Peace / Commissioner of Superior Court

STATE OF CONNECTICUT, } COUNTY OF } ss.

Personally Appeared as aforesaid, Signer of the foregoing Instrument, and acknowledged the same to be free act and deed as such and the free act and deed of said corporation/partnership, before me.

Notary Public / J. of Peace / Commissioner of Superior Court

Grantees' Address: 90 Furnace Avenue, Stafford Springs, CT 06076

Received for Record January 4, 1999 at 11:33 A.M. Attest Pauline ... Town Clerk.

SCHEDULE A

That certain real property described as Unit No. _____ of ISABELLA'S COURT CONDOMINIUM, 92 Furnace Avenue which is located in the Town of Stafford and State of Connecticut. Said Unit exists pursuant to a Declaration of Condominium by Glenville Development Corporation ("Declaration") filed on the Land Records of the Town of Stafford, Connecticut, on _____ in Volume _____ at Page _____

The premises are hereby conveyed together with and subject to the terms, conditions, agreements, obligations and easements contained in the Declaration as it may be amended or supplemented. The Grantees, by acceptance of this deed, hereby expressly assume and agree to be bound and to comply with all the terms, conditions, agreements, obligations, and easements as set forth in said Declaration, the Bylaws of the Association and Exhibits as they may be amended or supplemented.

The above premises are also conveyed subject to:

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

2. Taxes of the Town of Stafford on the List of October 1, _____ including any reassessment or reallocation from the creation of the Common Interest Community which become due and payable after the date of the delivery of the Unit Deed which the Grantee assumes and agrees to pay as part of the consideration for this deed, said taxes to be adjusted according to standard law practices.

3. Those matters shown on Schedule A-1 to the Declaration of ISABELLA'S COURT recorded in Volume _____ at Page _____ of the Stafford Land Records.

Section 2-9 of the Rules and Regulations of the Isabella's Court Condominium is hereby amended to read as follows:

Section 2-9 – Propane Gas Tanks. Propane gas may only be used for providing gas to gas fireplace inserts and for cooking and water heating purposes. All propane gas tanks shall be stored to the rear of the respective Unit.