

DECK EXPANSION AGREEMENT

THIS AGREEMENT, made as of this _____ day of _____, 2011, by and between STONY HILL VILLAGE CONDOMINIUM ASSOCIATION, INC. ("the Association), a Connecticut Corporation which is an Association of the unit owners of Stony Hill Village that is located on Stony Hill Road in _____ Brookfield, Connecticut, and _____ (the "Unit Owner", which term shall include the singular and plural and the masculine and the feminine), owner(s) of Unit No. _____ in Stony Hill Village, which unit has an address of _____.

W I T N E S S E T H :

WHEREAS, decks are Limited Common Elements allocated to the Units that they adjoin;
and

WHEREAS, the Common Elements are under the control and authority of the Association;
and

WHEREAS, the Unit Owner wishes to expand his deck; and

WHEREAS, the Executive Board of the Association has agreed to permit the Unit Owner to expand the size of this deck subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants set forth below, it is mutually agreed as follows:

1. The Unit Owner may expand his deck subject to the following conditions:

(a) The expansion of the deck shall be constructed in accordance with the plans and specifications annexed hereto as Schedule A.

(b) The Unit Owner shall be responsible for making all arrangements for the construction of the expansion of the deck, and shall obtain all necessary permits and approvals for said construction from the Town of Brookfield, all at his sole cost and expense.

(c) The construction of the expansion shall be performed by a licensed home improvement contractor and must meet all current construction codes in the Town of Brookfield. Each deck will have a specific length and width requirement that will be decided upon by the Board of Directors. **Decks, spindles and railings will be constructed of either pressure-treated wood or Trex Contours in color of Saddle** and must meet the current construction codes of the Town of Brookfield. Upon completion of a pressure-treated deck, the Unit Owner must apply *Wolman's F&P deck sealer and toner in the Natural color* (Ring's End carries this product) to conform to the existing decks. Any other product that is applied to the pressure-treated deck will have to be removed at the expense of the Unit Owner.

(d) The overall construction, including the dimensions of the railings, spindles, and trim boards, will be in accordance with the expanded deck at Unit 32.

(e) The Unit Owner shall make sure that the work area is clean and neat and that all debris and materials are removed from the common property at the end of each day. No materials or debris may be placed in the Association's dumpsters.

2. Prior to the commencement of construction, the Unit Owner must provide the following to the Association:

- (a) An executed copy of this agreement;
- (b) A copy of the contractor's home improvement license;
- (c) A copy of the contractor's insurance certificate naming the Association as an additional insured; and
- (d) A copy of the building permit issued by the Town of Brookfield.

3. The Unit Owner shall be responsible for the cost of repair of any damage to the Common Elements caused by the construction of the expansion of his deck and for any other costs related to the removal and installation of his deck. The Association may assess the cost of the repair of such damage to the Unit Owner as a common expense.

4. In the event that existing landscaping must be removed in order to accommodate the construction, the Association may install replacement landscaping at the expense of the Unit Owner, who shall reimburse the Association for the cost of same upon presentation of an invoice. Such cost shall constitute a Special Charge and shall be collectable from the Unit Owner in accordance with Section 11 A of the Bylaws of Stony Hill Village.

5. Construction shall be completed within 60 days of commencement, weather permitting.

6. Upon completion of construction the Unit Owner shall provide the Association with a copy of the Certificate of Occupancy that is issued by the Town of Brookfield for the addition(s) to the deck.

7. The Unit Owner shall immediately pay to the Association all sums, including costs, expenses and reasonable attorney's fees, which the Association may expend or become obligated to pay in connection with the preservation of the Association's rights under this Agreement. Such expenses shall constitute and shall be collectable from the Unit Owner as Special Charges in accordance with Section 11 A of the Bylaws of Stony Hill Village.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first above written.

Signed, sealed and delivered
In the presence of:

Stony Hill Village Association Representative

Date

Unit Owner

Unit Owner

Date