

# Stony Hill Village Condominium Association, Inc.

## Resale Certificate Documents

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STONY HILL VILLAGE  
*Ruth B. Burr*  
RUTH B. BURR, TOWN CLERK

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DECLARATION OF CONDOMINIUM

FOR

STONY HILL VILLAGE  
AN EXPANDABLE CONDOMINIUM

STONY HILL ROAD  
BROOKFIELD, CONNECTICUT

DECLARANT:

DANBURY SAVINGS AND LOAN ASSOCIATION, INCORPORATED  
158 Main Street  
Danbury, Connecticut 06810

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DECLARATION OF CONDOMINIUM  
STONY HILL VILLAGE,  
AN EXPANDABLE CONDOMINIUM  
THE DANBURY SAVINGS AND LOAN ASSOCIATION, INCORPORATED  
DECLARANT

WARNING; THIS IS AN EXPANDABLE CONDOMINIUM IN WHICH  
THERE IS NO ASSURANCE OR LIMITATION ON THE FUTURE EXPANSION OF  
THIS CONDOMINIUM OTHER THAN THE ASSURANCES AND LIMITATIONS EX-  
PRESSLY ESTABLISHED AND SET FORTH IN THIS DECLARATION IN ARTICLES  
III, XVII, XVIII, XIX AND XX.

The Danbury Savings and Loan Association, Incorporated, a Connecticut corporation, existing under the laws of the State of Connecticut, having an office and place of business at 158 Main Street, Danbury, Connecticut, on behalf of itself, its successors and assigns (hereinafter referred to as "DECLARANT"), does hereby declare:

ARTICLE I  
SUBMISSION OF PROPERTY

The Declarant is the owner in fee simple of the land together with the buildings and improvements thereon located in the Town of Brookfield, County of Fairfield and State of Connecticut, and more particularly described on Exhibit A attached hereto and made a part hereof and does hereby submit such land and buildings and other improvements thereon or to be constructed

thereon to Condominium form of ownership and use in the manner provided by Chapter 825, Section 47-67 through 47-90C of the Connecticut General Statutes as amended to date, hereinafter called Condominium Act, for the specific purpose of vesting and establishing Stony Hill Village, An Expandable Condominium (hereinafter called the "CONDOMINIUM").

ARTICLE II

DEFINITIONS

As used herein and in the Condominium Documents all of the following words and phrases shall have the following definitions, unless the context otherwise requires.

1. Association. Stony Hill Village Condominium Association, Inc., a non-stock corporation, organized and existing under the laws of the State of Connecticut. The Association is not operated for profit. It is the Association of the Unit Owners acting as a group under the Condominium Documents and the Condominium Act.

2. Board of Directors. The Board of Directors of the Stony Hill Village Condominium Association, Inc., an entity consisting of natural persons elected by the Unit Owners to direct and control the operation of the Condominium.

3. Building. A structure or structures containing one or more units and comprising a part of the Condominium property.

4. By-Laws. The By-Laws of the Stony Hill Village Condominium Association, Inc., a copy of which is attached to this Declaration.

5. Common Elements. Common Elements means all portions of the Condominium other than the Units as the same are herein defined and Limited Common Elements as the same are herein defined in Article VII hereof including but not limited to:

a. The land on which the buildings are located and all other land defined as "Property" herein, together with all appurtenances thereto.

b. The foundations, columns, girders, beams, supports, main walls, roofs, outside stairs and stairways and entrances and exits of the buildings, if any.

c. The yards, parking areas and storage areas.

d. All Property and Equipment for central services such as gas, power, light, water and sewer.

e. Easements through or in the Units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to the Units and/or Common Areas and facilities and easements of support in each portion of the unit which contributes to the support of the improvements and which shall further include all fixtures, personal property held or maintained for the joint use and enjoyment of all of the owners of all such units.

f. All pools, club houses, tennis courts and such other recreational facilities intended for use by the Unit Owners.

g. All other parts of the Property necessary or convenient to its existence, maintenance and safety including those parts normally in common use.

6. Common Expenses.

a. Expenses of administration, maintenance, repair or replacement of the Common Elements, including but not limited to expenses for collection of garbage, snow removal, lawn and shrub maintenance.

b. Expenses declared common expenses by the provisions of the Condominium Act or by the Condominium Documents.

c. Expenses agreed upon as common expenses by the Association of Unit Owners and lawfully assessed against the unit owners in accordance with the Condominium Documents.

d. Reasonable reserves established for the maintenance, repair and/or replacement of capital improvements or improvements with more than a single year life.

7. Common Profits. Common profits means the balance of all income, rent, profits and revenues from the common elements remaining after the deduction of the common expenses. Such common profits shall be used to reduce Common Expense charges in the next ensuing accounting period.

8. Condominium. The development or project named Stony Hill Village, An Expandable Condominium, located on the property described on Exhibit A attached hereto wherein individual Units are owned by Unit Owners in fee simple absolute, with each Unit Owner being entitled to the exclusive ownership and possession of his or her unit, an easement for the use of the limited common elements appurtenant to such Unit, an undivided interest in the Common Elements and membership in the Association pursuant to The Condominium Act.

9. Condominium Documents: The Declaration, By-Laws, surveys, maps and plans recorded and filed pursuant to the provisions of The Condominium Act. Any exhibit, schedule or certification accompanying a Condominium Document and recorded or filed simultaneously therewith shall be deemed an integral part of such Condominium Document. Any amendment or certification of any Condominium Document shall, from the time of recording or filing of such amendment or certification, be deemed an integral part of the affected Condominium Document, so long as such amendment or certification has been made in accordance with the provisions of The Condominium Act.

10. Declarant. Declarant means the person or persons who execute the Declaration, or on whose behalf the Declaration is executed. From the time of the recordation of any amendment to the Declaration expanding an expandable condominium, all persons who execute such amendment or on whose behalf such amendment is executed shall also come within this definition. Any successors of the persons referred to herein who acquire fee simple title to condominium units and who come to stand in the same relation to the Condominium as their predecessors or by whom rights of the Declarant reserved in the Condominium Documents which are different from other Unit Owners, other than rights to maintain model units and sales offices, shall also come within this definition except that each successor shall be responsible for only:

a. prospective performance from the date a successor became a successor under covenants and agreements in the

condominium or other documents affecting the property which run with the land and which are recorded on the land records of the Town within which the Condominium is situated, and in accordance with the representations with regard to the construction and improvements of the Condominium property in the Public Offering Statement delivered to a purchaser as required by Section 47-71(b) of the Condominium Act.

b. Obligations expressly assumed

c. Warranties on the buildings and common elements or the portions thereof constructed by any successor after the date on which such successor became a successor, and

d. The acts and omissions of such successor and any liability arising therefrom from the date such successor became a successor. Notwithstanding the foregoing, no lending institution as a successor after acquisition of title to a condominium by foreclosure of a mortgage or acceptance of a deed in lieu of foreclosure shall be responsible for performance in accordance with any different representation in any Public Offering Statements subsequent to the first Public Offering Statement delivered to the first purchaser of the unit in the condominium unless written consent thereto of the lending institution shall be attached to each subsequent Public Offering Statement and if no such consent is attached, each subsequent Public Offering Statement shall identify the different representations and state that if the lending institution becomes a successor it shall not be responsible for performance in accordance with such different representations. No Declarant shall make any different

representation in any Public Offering Statements subsequent to the first Public Offering Statement delivered to the first purchaser of a Unit in the Condominium with regard to the construction and improvement of the Condominium property unless such construction and improvement has been completed prior thereto.

11. Expandable Condominium. Expandable Condominium means a Condominium to which additional land together with additional Units thereon or to be constructed thereon, may be added in accordance with the provisions of this Declaration and of the Condominium Act.

12. Improvements. Improvements mean any construction on or in any land included in the Condominium, including but not limited to roads, parking area, buildings, poles, wires, sewers, drains, septic systems, water systems, fences, cabanas, swimming pools, tennis courts and club houses.

13. Majority or Majority of Unit Owners: Majority or Majority of Unit Owners means the owners of more than fifty percent (50%) of the voting power in the Condominium Unit Owners Association. Any specified percentage of unit owners, unless otherwise stated, means such percentage in the aggregate of such voting power. Each unit owner shall have a vote equal to the percentage of his interest in the Common Elements. As to the voting power for units owned by one or more individuals or entities see the By-Laws for the Stony Hill Village Condominium Association, Inc. attached hereto and made a part hereof.

14. Non-Binding Reservation Agreement. Non-Binding Reservation Agreement means an agreement between the Declarant

and a Purchaser, which is in no way binding upon the Purchaser and which may be cancelled without penalty at the sole discretion of the purchaser by written notice to the declarant or any duly authorized agent of the Declarant at any time prior to the expiration of fifteen (15) days from the date thereof or the formation of a Contract for Sale of a Condominium Unit, whichever shall be the first to occur. Such agreement shall not contain any provisions for waiver or any other provision in derogation of the rights of the purchaser as contemplated by this definition, nor shall any such provision be a part of any ancillary agreement.

15. Offer. Offer means any inducement, solicitation or attempt to encourage any person or persons to acquire any legal or beneficial interest in a condominium unit.

16. Officer. Officer means any member of the Board of Directors of the Stony Hill Village Condominium Association, Inc. who is elected by that body as an Officer of the Stony Hill Village Condominium Association, Inc.

17. Person. Person means an individual, corporation, partnership, association, trustee or other legal entity capable of holding an interest in real estate or any combination thereof.

18. Property. Property means and includes the land, all buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto which have been or are intended to be submitted to the provisions of the Condominium Act.

19. Purchaser. Purchaser means any person or persons who acquire or enter into a non-binding reservation agreement, bond for deed or Contract for the purchase of a Condominium Unit.

20. Size. Size means the number of cubic feet or the number of square feet of ground or floor space within each unit as computed by reference to the survey and plans, and rounded off to a whole number.

21. Unit. Unit means any part of the property including one or more rooms or designated spaces (such designated spaces for the purpose of this definition to include, without limitation, all space bounded by the planes of the interior unfinished surfaces of any entirely enclosed stairwell that connects any room or rooms or designated spaces of the Unit or to any "Limited Common Element" or "Common element", as such "Limited Common Element" and "Common Element" are defined in this Declaration, together with the space occupied by the door or doors, if any, and the door or doors themselves, that connect any such stairwell to any other room or rooms or other designated spaces of the Unit) located on one or more floors or a part or parts thereof in a "Building", as defined in this Declaration, such one or more rooms or designated spaces intended for any type of independent use and with a direct exit to a public street or highway, or to "Limited Common Elements" or "Common Elements" leading to such street or highway, excluding, however, all spaces and improvements exterior to the planes of the interior unfinished surfaces of the perimeter walls and floor or floors of the Unit, and all spaces and improvements exterior to the plane or planes of the

interior unfinished surfaces of the ceiling or ceilings of the Unit, and further excluding all spaces and improvements interior to the plane or planes of the exterior unfinished surfaces of all inner bearing walls and/or bearing partitions of the Unit, and further excluding all spaces and improvements exterior to the plane or planes of the interior unfinished surfaces of any trim, window glass, fireplaces, fireplace dampers, thresholds and doors along perimeter walls and/or floors of the Unit, and further excluding all pipes, chutes, ducts, flues, wires, conduits and other facilities running through any inner wall or partition of any Unit for the purpose of furnishing utility or similar services to other Unit or Units or "Common Elements" or "Limited Common Elements" or to any combination of other Units, "Common Elements", or "Limited Common Elements"; PROVIDED, HOWEVER, that in regard to any Unit as aforedefined in this definition 21. consisting of one or more rooms or designated spaces on more than one floor in a configuration such that one or more rooms or designated spaces of such Unit is or are located on a floor either immediately above or immediately below any other one or more rooms or designated spaces also of the same Unit, then any such Unit so configured shall also include as part of said Unit all spaces and improvements comprising and lying within so much of any floor or floors as be situate between one or more rooms or designated spaces of the same Unit, excluding all bearing structures, if any, running through such floor or floors, and further excluding all pipes, chutes, ducts, flues, wires, conduits and other facilities running through such floor or floors for the

purpose of furnishing utility or similar services to other Unit or Units or "Common Elements" or "Limited Common Elements", or to any combination of other Units, "Common Elements" or "Limited Common Elements"; PROVIDED, FURTHER, HOWEVER, that in regard to any Unit as aforedefined in this definition 21., such Unit shall include the spaces (and improvements within such spaces) containing space heating, water heating or air conditioning apparatus serving such Unit exclusively, and also shall include all electrical switches, wiring, pipes, ducts, chutes, flues, conduits, lighting fixtures or junction boxes, and the like, and all television, telephone, or electrical receptacles serving such Unit exclusively, whether or not any or all such spaces are contiguous; AND PROVIDED, FURTHER, HOWEVER, that in the event of any inconsistency between this definition 21. and any plans for any Unit, then this definition shall prevail

22. Unit No. Unit No. means the number, letter or combination thereof designating the Unit in the Condominium Documents.

23. Unit Owner. Unit Owner means the person or persons owning a Condominium Unit and an undivided interest in the Common Elements specified and established in this Declaration and the heirs, successors, executors, administrators and assigns of such person or persons and a mortgagee or lien holder holding both legal and equitable title to such a unit.

24. Warranty Deed. Warranty Deed includes a Warranty Deed, Executor's Deed, Administrator's Deed, Committee Deed or any deed ordered by any Court of competent jurisdiction.

ARTICLE IIIDESCRIPTION OF LAND

The land owned by the Declarant which is hereby submitted to the Condominium Form of Ownership under the Condominium Act of 1976 is the land described on Exhibit A attached hereto and made a part hereof.

This is an Expandable Condominium. The premises described on Exhibit B attached hereto containing 6.002 acres, may be developed by the Declarant and added to the Condominium as PHASE II, as more particularly delineated on Exhibit C attached hereto.

The premises described on Exhibit D attached hereto containing 28.734 acres, may be developed by the Declarant and added to the Condominium as PHASE III, as more particularly delineated on Exhibit C attached hereto. The Declarant hereby reserves the option to expand the Condominium by the addition of PHASE II and PHASE III as shown on Exhibit C annexed hereto and made a part hereof, as the same may pertain to the expandable feature. The consent of the Unit Owners is not necessary. PHASE II and PHASE III may be added, subject to the limitations as to time, description of additional land and maximum number of units, location and description of improvements, types of units and changes in percentage of undivided interest in the common elements, all as more fully set forth in Articles XVII, XVIII, XIX and XX hereof.

ARTICLE IV

DESCRIPTION OF BUILDING

A detailed description of each building housing the Condominium Units, constructed or to be constructed upon the land described on Exhibit A attached hereto and shown as PHASE I on Exhibit C attached hereto, which description specifically sets forth the number of stories and basements, the number of units and the principal materials of which each building is or is to be constructed of, is more particularly set forth in Exhibit E attached hereto and made a part hereof.

ARTICLE V

IDENTIFICATION OF UNITS

Attached hereto and made a part hereof is Exhibit F being a copy of a certain plan, in size reduction form, entitled "Stony Hill Village, PHASE I, Stony Hill Road, Brookfield Center, Connecticut, Building, Unit and Parking Numbering Plan," Scale 1" = 40' Revised as of July 30, 1980 and prepared by Raymond Smith, Landscapt Architect and Site Planner, Ridgefield, Connecticut," which plan shows the location and number of each building and the number assigned to each Condominium Unit within said buildings.

The Declarant has or will be constructing six different types of Units which have the following designations:

Type A	The Franklin
Type B	The Jefferson
Type C	The Hamilton
Type D-A	The Sherman
Type D-B	The Sherman
Type D-C	The Sherman

Floor plans, showing the unit configuration, room layout and square footage for each type of Condominium Unit are attached hereto and marked Exhibits G, H, I, J, K and L respectively.

A schedule showing the number of each Unit, the building number within which each Unit is located, the type and model number of each unit, the square footage of each Unit and the percentage of interest that the Owner of each Unit has in and to the Common Elements is attached hereto and marked Exhibit M.

The method used in determining the percentage of interest that the owner of each Unit has in and to the Common Elements is the same as the method set forth in Article XIX hereof.

#### ARTICLE VI

##### DESCRIPTION OF COMMON ELEMENTS

The Common Elements (inclusive of Limited Common Elements) consists of all portions of the Condominium, other than the Units, as the same are hereinbefore defined in Article II, 5 hereof.

#### ARTICLE VII

##### DESCRIPTION OF LIMITED COMMON ELEMENTS

The Limited Common Elements reserved for the use of a certain unit to the exclusion of other units are identified as follows:

Mail Boxes for each Unit are for use by only that Unit whose number appears thereon.

Decks adjoining any Unit are for use by that Unit only.

ARTICLE VIII

UNDERGROUND SEPTIC SYSTEM

The sewage disposal system is designed on the basis of 75 gallons of waste water per capita per day. The daily waste water flow is calculated at 14,400 gallons on a per minute average flow of 10 gallons.

The waste water from each unit will be collected with all the waste water from all other units within a building, by gravity flow to building laterals (pipes leading from each building) into a conventional gravity sewer system or mains located within the road ways. The sewer mains will drain the waste water to a common low point within the condominium.

The waste water is then pumped via a common pipe to a diversion box which will direct the flow into one 18,000 gallon septic tank. In times of overflow, emergency or maintenance of the tank, the flow or a portion of it can be directed to a secondary 18,000 gallon septic tank.

Sewage will remain in the septic tank for an average of 1.25 days at design flow. Liquids will then be drawn from the middle level of the downstream end of the septic tank so that the outfall pipe will be as free as possible from solids floating at the top and those that have settled at the bottom.

Liquid will then pass into a concrete pump chamber, which will contain four submersible sewage pumps. Each pump discharges into a separate distribution box through a two inch plastic pipe and each distribution box serves nine of a total of thirty-six leaching galleries.

As the liquid level in the concrete pump chamber rises, it activates two of the pumps simultaneously and the liquid is drawn down by the two pumps, each operating at an approximate rate of 45 gallons per minute. On the next cycle of pump activation, the other two pumps will operate simultaneously and the other pair remain as "lag" pumps.

In the very unlikely event that the two lead pumps do not handle the incoming liquid flow into the concrete pump chamber, the two "lag" pumps will be automatically activated.

From each of the four distribution boxes serving the four submersible pumps, the liquid enters a small distribution box and then into two smaller pipes into each gallery. Additional piping and the use of a V notch weir system provide for uniform distribution into each gallery.

Each gallery is seventy-six feet long, four feet wide and four feet deep, and spaced forty-two feet apart, side by side, and twenty-five feet apart, end to end, thus allowing space for the one hundred percent reserve area in the primary field. The liquid will then leach into an area on the north side of the condominium into fairly fine sand which has an approximate percolation rate of seventeen minutes per one inch of drop.

The installation of curtain drains will keep the ground water table down to five to ten feet below the surface.

Upon completion of the installation of the septic system, the area will be graded to contours required by the plans, a layer of topsoil will be spread and the total area seeded.

The ground surface will be maintained until a good stand of grass is developed.

At the time that the Declarant expands the Condominium to include the land and improvements for PHASE II in accordance with the provisions of Articles III, XVII, XVIII, XIX and XX hereof, no expansion of the sewage disposal system will be undertaken since the system, when constructed will have the capacity to service 82 Units.

At the time the Declarant expands the Condominium to include the land and improvements for PHASE III in accordance with Articles III, XVII, XVIII, XIX and XX hereof. The sewage disposal system shall be expanded, modified or a portion relocated so that the then constituted Condominium will be serviced by a sewage disposal system which complies with all applicable local, state and federal rules and regulations relating to the same.

WATER SYSTEM

The Stony Hill Village Condominium Association Inc. will own and be responsible for the water system serving the Condominium.

Water will be supplied by three wells, identified as wells Nos. 1, 2 and 3 located on the Condominium property as indicated on Exhibit attached hereto. The wells have the following water production capacity:

Well #1 - 45 gallons per minute

Well #2 - 22 gallons per minute

Well #3 - 5.5 gallons per minute

72.5 gallons per minute total

Water will be drawn from Well #1 by a 10 horsepower submersible turbine pump set at approximately 600' below ground level on 2" galvanized pipe.

Water will be drawn from Well #2 by a 5 horsepower submersible pump set at approximately 350' below ground level on 1-1/2" galvanized pipe.

Water will be drawn from Well #3 by a 1 horsepower submersible pump set at approximately 294' below ground level on 1-1/4" galvanized pipe.

At the time each well pump is set, an altimeter tube and electrodes will be installed in each well. The altimeter tube will allow for remote reading of both static and pumping water levels. The electrodes set in the well will automatically turn the pump off, if the water level were to drop to the level of the pump and will automatically start the pump when the water level recovers to a safe level.

Each well casing shall have a 6" sanitary well seal cap located on the top.

The well water will be pumped into a 17,000 gallon steel storage tank. The tank will be fitted with a fill pipe at the top, should emergency water be required from an outside source.

Located next to the storage tank will be a 5,000 gallon hydropneumatic, 100 pounds per square inch, working pressure tank. Twenty percent of the capacity of the hydropneumatic tank is available for storage.

Both tanks will have exposed ends inside of the pump station building.

There shall be a two-stage centrifugal transfer pump, rated 7-1/2 horsepower at 3500 rpm to transfer water from the storage tank to the hydropneumatic tank. This pump shall be rated to pump 80 gallons of water per minute against a pressure in the hydropneumatic tank of 75 pounds per square inch.

A small air compressor will be mounted on or near the hydropneumatic tank which will automatically maintain sufficient air pressure within the tank. The pump station building shall have an electrical overhead space heater properly sized to keep the building temperature above the freezing point.

The pump station building will be equipped with an alarm system designed to sense low pressure in the hydropneumatic tank, low water in the storage tank and low temperature in the pump station building. An alarm light will be installed on the exterior of the building to alert persons in the area that a problem exists.

At the time the Declarant expands the area of the Condominium to include PHASE III in accordance with the provisions of Articles III, XVII, XVIII, XIX and XX hereof, the Declarant shall have the right to expand the capacity of the water system so that the additional condominium units may be properly served by the system. At the time the Declarant expands the area of the Condominium to include PHASE II, no additional work need be performed, since the system when constructed will have the capacity to serve 82 units.

The system, to be originally constructed and later expanded to service the units to be constructed within PHASE III, shall be in accordance with the applicable regulations of the State of Connecticut Department of Health and the Division of Public Utilities Control. All necessary approvals will be obtained by the Declarant.

ARTICLE IX

PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS

APPURTENANT TO EACH UNIT

The Percentage of the Undivided Interest in Common Elements appertaining to each Unit and its owner and the method by which the percentage appertaining to each unit was ascertained is more particularly set forth in Exhibit M annexed hereto. The total percentage of the undivided interest of all of the units equals One Hundred Percent (100%). The percentage of the common expenses and common profits appertaining to each Unit and its Owner is the same as the percentage of undivided interest in the Common Elements as set forth in said Exhibit M. Each unit shall be entitled to share in any surplus over and above a reasonable reserve possessed by the Board of Directors of the Condominium and shall be liable for Common Expenses in the same percentage as the individual Unit Owner has in the undivided interest of the total common elements.

The percentage of the Common Charges or assessments to be shared or borne by the Unit Owners shall be the same as the undivided interest of each unit owner in common surplus or in any

distributions of hazard insurance proceeds or condemnation awards and shall be forever borne or shared in the same percentage as allocated to each Owner's unit in said Exhibit M subject only to the change or changes resulting from the submission of PHASE II and PHASE III to the provisions of the Condominium Act as set forth elsewhere herein. The percentage of undivided interest in the Common Elements appertenant to each Unit may not be changed but shall be forever computed in the same percentage as allocated to each owner's unit in said Exhibit M subject only to the change or changes resulting from the submission of PHASE II and PHASE III to the Condominium Act as set forth elsewhere herein.

ARTICLE X

USE, PURPOSE AND RESTRICTIONS

The following restrictions shall apply to the land and the buildings and the improvements located or to be located thereon, submitted by the Declarant to the Condominium Form of Ownership.

a. The units shall be used for residential purposes only. At no time shall the "den" as contained in the Jefferson and Hamilton type units be converted to or used as additional bedrooms.

b. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board of Directors. Each Unit Owner shall be obligated to maintain his own Unit and keep it in good order and repair.

c. Nothing shall be done or kept in any Unit or on the Limited Common Elements appurtenant to any such Unit which shall increase the rate of insurance of the building or the contents thereof beyond the rates applicable for residential units, without prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit, on the Limited Common Elements appurtenant to his or her Unit or in the Common Elements, which will result in the cancellation of insurance on any of the buildings or the contents thereof or which would be in violation of law. No waste shall be committed in the Common Elements or Limited Common Elements.

d. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of any of the building, and no signs, awnings, canopies, shutters, radio or television antennae or any mechanical equipment of any nature shall be affixed to or placed upon the exterior walls or roofs or any part thereof without the prior written consent of the Board of Directors, excepting however, necessary wires and devices for the installation of cable television.

e. No animals, birds, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements or Limited Common Elements appurtenant to any Unit except that dogs, cats or household pets, not to exceed one per Unit may be kept in Units subject to the By-Laws and to the rules and regulations to be adopted by the Board of Directors provided they are not kept, bred or maintained for any commercial

purposes, and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon three days written notice from the Board of Directors.

f. No noxious or offensive activities shall be carried on in any Unit or in the Common Elements or Limited Common Elements, nor shall anything be done therein, neither willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

g. Nothing shall be done to any Unit or on or to the Common Elements or Limited Common Elements which will impair the structural integrity of the building or which will structurally change any such building.

h. No clothes, sheets, blankets, laundry of any kind or any articles shall be hung out or exposed on any part of the Common Elements or Limited Common Elements. The Common Elements, and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials and items.

i. No industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise, may be conducted, or maintained or permitted on any part of the Property. No commercial vehicles of a size larger than a panel truck may be parked on any part of the Property except those vehicles temporarily on the property for purposes of servicing the Property itself or one of the Units. No use or practice shall be permitted on the Property which is a source of annoyance to residents or which interferes with the peaceable



possession and proper use of the Property by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

j. The Board of Directors shall have the power to make such regulations as may be necessary to carry out the intent of these use restrictions. The Board of Directors shall further have the right to levy fines for violations of these regulations provided that the fine for a single violation may not under any circumstances exceed Five Dollars (\$5.00). For each day that a violation continues after notice it shall be considered a separate violation. Any fine so levied is to be considered as a Common Charge to be levied against that particular Unit Owner involved and collection may be enforced by the Board of Directors in the same manner as they are entitled to enforce collection of Common Charges.

k. Unit Owners, their employees, invitees or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of any building.

l. The Declarant and the Board of Directors or its designee shall have the right of access to any Unit for the purpose of making repairs, replacements or improvements or to remedy certain conditions which would result in damage to other portions of the building. Request for entry shall be made in advance and at a time reasonably convenient to the Unit Owner. In the case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not. If the Declarant or the Board of Directors or their duly authorized

agents as the case may be are denied entry for such purposes, the Unit Owner shall be solely responsible for the expenses of restoring the Unit or any portion of the building should forceable entry be necessary. Absence of the Unit Owner at the time entry is sought shall not constitute denial of entry. In the event it finds vermin, insects and other pests it may take such measures as it deems necessary to control or exterminate the same.

m. The recreational facilities located within PHASE I as shown on Exhibit F attached hereto are intended for the joint and several use and benefit of the Owners of Units, tenants and lessees of units and their invitees for all units located in PHASE I, PHASE II and PHASE III.

For a period of two years from the date this Declaration is filed in the office of the Town Clerk of the Town of Brookfield, the Declarant reserves the sole and exclusive right to use the two small rooms located at the northerly side of the Clubhouse for a sales office and for storage, together with reasonable access thereto. During this period of time, the Declarant shall pay to the Association its proportionate share of utility costs for the use of said two rooms.

n. No person directly or indirectly shall hold title to two or more Units without the prior consent in writing of the Declarant so long as the Declarant has any interest in any Units, buildings or land within the area designated as PHASE I, PHASE II or PHASE III on said Exhibit C and thereafter without the prior consent in writing of the Board of Directors. This restriction shall not apply to any lending institution, its

successors or assigns. Notwithstanding any provision to the contrary, the Declarant, its duly authorized agents, representatives and employees shall have the right and privilege to maintain sales offices in not more than six (6) model units on the Condominium Property which model Units are designated as Condominium Units by this Declaration. Said model Units may be in any Condominium Unit in either PHASE I, PHASE II or PHASE III.

o. No Unit may be divided or subdivided into a smaller dwelling unit than is shown on Exhibits G, H, I, J, K and L attached hereto, nor shall any Unit or portion thereof be added to or incorporated into any other Unit. The undivided interest in Common Elements declared to be an appurtenance unto each Unit shall not be conveyed, devised, encumbered or otherwise dealt with separately from said Units. The undivided interest in the Common Elements appurtenant to each Unit shall be deemed, conveyed, devised, encumbered or otherwise included with the Unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such Units. Any conveyance, mortgage or other instrument which purports to affect the conveyance, devise or encumbrance or which purports to grant any right, interest or lien in, to or upon a Unit shall be null, void and of no effect insofar as the same purports to effect any interest in a Unit and the appurtenant undivided interest in Common Elements unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire Unit. Any instrument conveying, devising, or encumbering or otherwise dealing with any Unit which describes

said Unit by numerical or alphabetical designation assigned thereto in Exhibit M attached hereto without limitation or exception shall be deemed and construed to affect the entire Unit and its appurtenant undivided interest in Common Elements.

Nothing herein contained shall be construed as limiting or preventing ownership of any Unit and its appurtenant undivided interest in the Common Elements by more than one entity as tenants in common or joint tenants with the right of survivorship.

P. Such other restrictions or rules and regulations as set forth in the By-Laws of the Association of Unit Owners.

ARTICLE XI

NAME OF ASSOCIATION OF UNIT OWNERS AND PERSON TO RECEIVE SERVICE

The Association of Unit Owners shall be a Connecticut non-stock corporation to be known as "The Stony Hill Village Condominium Association, Inc.". The Danbury Savings & Loan Association, Inc. of 158 Main Street, Danbury, Connecticut is hereby designated to receive notice of process in any action which may be brought as provided by statute. When a President of the Association is elected by the Unit Owners, the President of the Association is designated as the proper party to receive notice of process in any action which may thereafter be brought against the Association or otherwise as provided by statute subject to the provisions and requirements of Sub-section 47-70A (c) of the Condominium Act. Immediately upon election of a President by the Board of Directors elected by the Unit Owners the Statutory Agent for Service form shall be filed with the

Secretary of State of the State of Connecticut in accordance with this Article.

ARTICLE XII

BY-LAWS

Annexed hereto and made a part hereof is a copy of the By-Laws of the Stony Hill Village Condominium Association, Inc.

ARTICLE XIII

BOUNDARIES, ENCROACHMENTS AND EASEMENTS

The existing physical boundaries as defined in the Condominium Documents of any Unit, Limited Common Element, Common Element constructed or reconstructed in substantial conformity with the condominium plans shall be conclusively presumed to be its boundaries regardless of the shifting, settlement or lateral movement of any building and regardless of minor variations between the physical boundaries as described in the Declaration or shown on the condominium plan and the existing physical boundaries of any such Unit, Limited Common Element or Common Element.

If any portion of any Common Element encroaches on any Unit, or if any portion of a Unit encroaches on any Common Element as a result of the duly authorized construction or repair of a building, a valid easement for the encroachment and for the maintenance of same shall exist so long as the building stands.

If any part of the Condominium is destroyed partially or totally as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then it is reconstructed as authorized in the Condominium Act as amended which reconstruction results in an encroachment of any Condominium Unit

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or any Common Element, valid easements for such encroachments and the maintenance of them shall exist so long as the building stands.

The Declarant and the Association of Unit Owners shall have a transferable easement over and on the Common Elements for the purpose of making improvements on the condominium parcel and any additional land pursuant to the provisions of the Condominium documents and of the Condominium Act, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

ARTICLE XIV

PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES  
AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS

Each Unit owner shall have an easement in common with Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his or her Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Directors shall have the right of access to each Unit to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the buildings.

ARTICLE XVUNITS SUBJECT TO DECLARATION, BY-LAWS, RULES AND REGULATIONS

All present and future owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of the Condominium Act, as amended, this Declaration and the By-Laws of the Association and as they may be amended from time to time as well as to such regulations as may be adopted by the Board of Directors of the Association. The acceptance of a deed or the entering into a lease, or the entering into occupancy of any Unit shall constitute agreement that the provisions of this Declaration and By-Laws and rules and regulations which may be adopted by the Board of Directors, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

ARTICLE XVIAMENDMENT OF DECLARATION

The Declaration shall be amended only by vote of two-thirds of the Unit owners at any meeting of the Unit Owners Association duly called for such purpose following written notice to all Unit owners and their mortgagees appearing on the records of the association, except that if such amendment directly or indirectly changes the boundaries of any Unit, the undivided interest in the Common Elements appertaining thereto, the lia-

bility for Common Elements appertaining thereto, the liability for Common Expenses or rights to Common Profits appertaining thereto or the number of votes in the Unit Owners' association appertaining thereto, such amendment shall require the affirmative vote of seventy-five percent (75%) of the Unit Owners and shall in addition require the consent of the mortgagees of at least seventy-five percent (75%) of the Units subject to mortgage.

ARTICLE XVII

OPTION TO EXPAND CONDOMINIUM

The Declarant hereby expressly reserves the right, privilege and option to expand the Condominium so as to include the additional parcels of land marked PHASE II and PHASE III as shown on Exhibit C. The Declarant's exercise of such right, privilege and option to expand shall not require the consent of any of the Unit Owners nor of the Association and shall be subject only to such limitations as are hereinafter set forth in this Article XVII and Articles XVIII, XIX, and XX hereof and to the Declarant recording an Amendment to this Declaration in the Land Records of the Town of Brookfield, Connecticut.

Declarant's option to expand the Condominium shall expire on the seventh (7th) anniversary of the date of the filing of this Declaration in the Land Records of said Town of Brookfield or at such earlier date as Declarant may file a notice cancelling and surrendering said right, privilege and option on the Land Records of the said Town of Brookfield.

No other or further assurances are made in regard to any limitations as to the location or description of any other or future improvements that may be made within Phase II or Phase III.

ARTICLE XVIII

DESCRIPTION OF ADDITIONAL LAND

The Land which may be added to the Condominium is described on Exhibits B and D attached hereto, said parcel described on Exhibit B being shown as PHASE II on Exhibit C and the parcel described on Exhibit D being shown as PHASE III on Exhibit C. If either PHASE II and/or PHASE III is added to the Condominium, then all of such additional land within the PHASE being included within the Condominium must be added at the same time. It is the intention of the Declarant that the addition of land shall only occur once as to each PHASE added and no less than all of the land within any such PHASE may be added to the Condominium. However, the Declarant is under no obligation whatsoever to add the additional land to the Condominium.

The Declarant, having once amended this Declaration so as to add the land designated as PHASE II and then having amended this Declaration so as to add the land designated as PHASE III as described on Exhibits B & D respectively shall have no further right to add nor deduct any further land for the Condominium.

ARTICLE XIX

STATEMENT REGARDING IMPROVEMENTS AND UNITS ON ADDITIONAL LAND

1. Any improvements to be located on the additional land will be shown and detailed on an appropriate plan of the

additional land and the same, after approval of all local and state authorities having jurisdiction thereover, will be filed in the Office of the Town Clerk of the Town of Brookfield, Connecticut, simultaneously with the Amendment to the Declaration which expands the Condominium.

2. The maximum number of Units that may be located and constructed on the additional land designated as PHASE II on Exhibit C is 22. Such Units shall be located within not more than 5 buildings to be shown on the plan referred to in Paragraph 1 above.

3. The maximum number of Units that may be located and constructed on the additional land designated as PHASE III on Exhibit C is 80. Such Units shall be located within not more than 25 buildings to be shown on the plan referred to in Paragraph 1 above.

4. All of the structures to be erected on the additional land shall be compatible with the structures erected or to be erected within PHASE I of the Condominium, both as to architectural style, quality, type of construction and principal materials used in their construction.

5. At the time the Declarant files an Amendment to the Declaration expanding the Condominium to include PHASE II and subsequently PHASE III such Amendment shall have attached thereto a schedule showing the adjusted percentage of interest each Unit Owner has in and to the Common Elements of the Condominium, as expanded. Such adjusted percentage of interest for each Unit