DECLARATION OF CONDOMINIUM

OF GLEN OAKS CONDOMINIUM NO. 24

BY

GLEN OAKS ASSOCIATES, INC.

3152

See V 6853 Pg 310
" " 93 Pg 312

# CONTENTS

BYLAWS:

DECLARATION OF CONDOMINIUM
OF GLEN OAKS CONDOMINIUM NO. 24
BY GLEN OAKS ASSOCIATES, INC.

GLEN OAKS ASSOCIATES, INC., a Connecticut corporation, having an office and place of business at 799 Main Street, Hartford, Connecticut, does hereby declare:

## ARTICLE 1

## SUBMISSION OF PROPERTY

The purpose of this Declaration is to submit the Land described in Article 3 hereof and the improvements located or to be located thereon to condominium form of ownership and use in the manner provided by the Condominium Act of 1976 (as amended) of the State of Connecticut. The name by which the Condominium shall be known is Glen Oaks Condominium No. 24.

## ARTICLE 2

## DEFINITIONS

As used in this Declaration and the annexed Bylaws, the following definitions shall control, unless the context otherwise requires:

Section 1. Appurtenant Interest: (1) the undivided interest in the Common Elements appurtenant to a Unit; (2) the interest of a Unit Owner in any Units previously acquired by the Association or its designee on behalf of all Unit Owners, or the proceeds of the sale of lease thereof, if any; (3) the interest of a Unit Owner in any other asset of the Association; (4) any right to use, in common with others,

the Glen Oaks Recreational Facility as hereinafter provided, and as provided in a Declaration of Covenants and Restrictions for the Recreational Facility hereinafter referred to; (5) the interest of a Unit Owner in the Community Areas and Facilities.

Section 2. Association: Glen Oaks Condominium No.24 , Inc., is 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 Bylaws, this Declaration, and the Condominium Act of 1976 (as amended).

Section 3. Board of Directors: The Board of Directors of the Association, as it may be from time to time constituted pursuant to the Bylaws or law.

Section 4. Buildings: The Buildings described in Article 5 hereof.

Section 5. Bylaws: The Bylaws of the Association attached hereto.

Section 6. Common Charge: The charges assessed against each Unit for the periodic share of Common Expenses allocated to a Unit, which is in proportion to the Unit's share of the Common Elements as such percentages are set forth in Exhibit F attached hereto. Such charges shall include the expenses of the Master Condominium Association payable by the Association including, without limitation, charges for the Glen Oaks Recreational Facility.

Section 7. Common Elements: All portions of the Property other than the Units. Common Elements, among other things, specifically includes, without limitation:

(a) The land on which the Buildings are located.

(b) The foundations, columns, girders, beams, supports, main walls, bearing walls, roofs, entrances and exits, front steps, and stoops of the Buildings.

(c) The yards, gardens, parking areas, walkways and driveways, and pond, if any.

(d) The premises for the lodging of janitors or persons in charge of the Condominium or its equipment, if any.

(e) All installations for services and utilities to more than one Unit, such as power, light, gas, hot and cold water, heat and air-conditioning (including all pipes, ducts, wires, cables, and conduits used in connection therewith whether located in the Common Elements or in the Units) and all other mechanical equipment spaces.

(f) All apparatus and installations existing for the common use of the Unit Owners.

(g) Such community facilities as may be provided for in this Declaration or included on the Property.

(h) All exterior window and door glass and exterior doors.

(i) All wooden terraces, provided, however, that each Unit Owner whose Unit has sole access to a wooden terrace shall have the exclusive use thereof.

(j) All other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use.

Section 8. Common Expenses:

(a) Expenses of administration, maintenance, repair or replacement of the Common Elements and portions of Units maintained by the Association pursuant to this Declaration and/or the Bylaws.

(b) Expenses declared Common Expense by provisions of this Declaration and/or the Bylaws.

(c) Expenses agreed upon as Common Expense by the Association and lawfully assessed against the Unit Owners in accordance with this Declaration and/or Bylaws.

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

(e) Expenses of the Master Condominium Association allocable to the Association.

All housekeeping costs, removal of debris, dirt, snow and ice from Limited Common Elements such as wooden terraces, and normal repair of plumbing stoppage of any plumbing facility within a Unit are obligations of each Unit Owner and shall be paid for by him at his own expense.

Section 9. Common Profits: The balance of all income, rent, profits and revenues from the Common Elements remaining after the deduction of the Common Expenses.

Section 10. Community Areas and Facilities: That portion of the roadways of Glen Oaks as shown on a survey entitled "Timber Ridge Property Now or Formerly of Phi Associates Newington, Conn. Scale: 1"=100' April 1973 Rev. June 14, 1973 Rev. July 1973 McKay Engineering, Niantic, Conn" filed in the Office of the Town Clerk of Newington, Connecticut bearing Map No. 1751, which is paved, and which runs from the northwesterly corner of Parcel #4 (described as 73703 Sq. Ft. ± 1.692 Ac.) on said map, and a point N 9° 47' 55" W fifty (50) feet from said northwesterly corner of said Parcel #4, to the westerly side of Back Lane as shown

on said map; said roadways to be owned and shared in common by the Unit Owners of the Condominium and all other owners of residential dwellings in Glen Oaks. The deed of title to each Unit Owner shall allocate to each Unit Owner and each Unit Owner shall own in fee simple that fraction of the Community Areas and Facilities allocated to his Unit as is set forth in Exhibit F attached hereto.

Section 11. Condominium: The residential development located on the Property wherein the Units are owned by the Unit Owners in fee simple absolute with each Unit Owner entitled to the exclusive ownership and possession of his Unit, and being entitled to the exclusive use of the Limited Common Elements appurtenant to his Unit, and with each Unit Owner being entitled to an undivided interest in the Common Elements and in the Community Areas and Facilities of the Condominium.

Section 12. Declarant: Glen Oaks Associates, Inc., a Connecticut corporation, and its successors and assigns to its interest therein, other than Unit Owners purchasing Units by deed from Declarant (unless the conveyance indicates an intent that such grantee becomes the Declarant).

Section 13. Declaration: This Declaration of Condominium by the Declarant, the Bylaws, and Exhibits attached hereto.

Section 14. Declaration of Covenants and Restrictions for the Recreational Facility: "Declaration of Covenants and Restrictions for Recreational Facility of Glen Oaks Condominiums, Newington, Connecticut and Easement", dated as of July 1, 1976, among the Declarant, Master Condominium Association and Cove Realty Co., which is recorded on the Land Records of the Town of Newington.

Section 15. Glen Oaks: The tract of land adjacent to Back Lane, Newington, Connecticut, as shown on a certain survey entitled "Timber Ridge Property Now or Formerly of Phi Associates Newington, Conn. Scale: 1" = 100' April 1973 Rev. June 14, 1973 Rev. July 1973 McKay Engineering Niantic, Conn." filed in the office of the Town Clerk of Newington bearing Map No. 1751, said property being formerly known as Timber Ridge and more fully described in Exhibit C attached hereto. Glen Oaks, other than parcel #25 as shown on such survey, may be submitted in stages to the condominium form of ownership pursuant to the Condominium Act of 1976 (as amended) by the Declarant, and administered as an integrated community.

Section 16. Glen Oaks Recreational Facility: That certain area shown as "parcel #25 pool and club house" on the survey referred to in Section 15 of this Article. A portion of Glen Oaks Recreational Facility has been conveyed to the Master Condominium Association, and will be operated by it for the benefit of the residents of Glen Oaks. The balance of the Glen Oaks Recreational Facility will be conveyed by the Declarant to the Master Condominium Association at such time as the Declarant obtains title thereto.

Section 17. Insurance Trustee: The Insurance Trustee designated in Article 8 of the Bylaws of the Association.

Section 18. Land: The Land described in Article 3 hereof.

Section 19. Limited Common Elements: All those Common Elements designated in this Declaration as reserved for the use of a certain Unit or Units to the exclusion of other Units. A further definition is contained in Article 8 hereof.

Section 20. Majority or Majority of Unit Owners: The owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements as specified in this Declaration. Any specified percentage of Unit Owners means such percentage in the aggregate of such undivided ownership. For all voting purposes as provided herein, or in the Bylaws, each Unit Owner shall have a vote equal to the percentage of undivided interest in the Common Elements specified for his Unit in Exhibit F attached hereto.

Section 21. Master Condominium Association: Timber Ridge Master Condominium Association, Inc., an association of all condominium associations now or hereafter existing in Glen Oaks, and its successors. All of the Unit Owners of the Condominium, the owners of units in other condominiums in Glen Oaks, and all other residents of Glen Oaks, shall be members thereof. The name of the Master Condominium Association will be changed to Glen Oaks Master Condominium Association, Inc. The Master Condominium Association will have responsibility for maintaining and repairing the roads in Glen Oaks, and shall have such other powers and responsibilities, including operating the Glen Oaks Recreational Facility, as provided in Article 14 hereof. Pursuant to the Declaration of Covenants and Restrictions for the Recreational Facility, each Unit Owner has been given a non-exclusive right-of-way in common with others for all purposes for which a public highway may be used, including, without limitation the use of the Glen Oaks Recreational Facility, over any and all roads now or hereafter constructed in Glen Oaks.

Section 22. Person: An individual, corporation, partnership, association, trustee or other legal entity.

Section 23. Plans: The plans for the Buildings and improvements constructed or to be constructed on the Land, which plans are referred to in Article 4 hereof.

Section 24. Property: The Land, Buildings, all improvements and structures thereon, all owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto which have been or are intended to be submitted to the provisions of the Condominium Act of 1976 (as amended) by this Declaration.

Section 25. Unit: A part of the Property including one or more rooms or designated spaces located on one or more floors or a part or parts thereof in a Building, intended for residential use. It shall comprise one of the separate and numbered Units, including the basement therefor, which are designated in Exhibit F attached hereto, and on the Plans, excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls, exterior windows, exterior doors, trim, floor slabs, floors, and ceilings of any Building and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls, sides of fireplaces, hearths and/or bearing partitions, and partition walls between separate Units, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to other Units or Common Elements.

Section 26. Unit Number: The number, letter or combination thereof, designating a Unit in this Declaration.

Section 27. Unit Owner: The Person or Persons owning a Unit in fee simple absolute, together with an undivided interest in (a) the Common Elements, and (b) the Community Areas and Facilities, as specified and established in this Declaration, and the heirs, executors, administrators, successors and assigns of such Person or Persons, and a mortgagee or lienholder holding both legal and equitable title to a Unit.

## ARTICLE 3

## DESCRIPTION OF LAND

The Land owned by the Declarant and submitted to the condominium form of ownership under the Condominium Act of 1976 (as amended) is the land described in Exhibit A attached hereto and as shown on the survey identified in Exhibit B attached hereto which survey is on file in the Town Clerk's Office of the Town of Newington, Connecticut, bearing the map No. set forth in Exhibit B attached hereto, excluding therefrom the area or areas designated as roadways, streets, or driveways thereon, and not allocable to a Unit Owner hereunder. Said premises are subject to the encumbrances, easements, licenses, obligations and restrictions set forth herein and in said Exhibit A hereto.

## ARTICLE 4

## PLANS

The Plans for the Buildings and improvements constructed or to be constructed on the Land are on file in the Office of the Town Clerk of the Town of Newington, Connecticut, as File No. 2020-1 through 2020-12.

ARTICLE 5

DESCRIPTION OF BUILDINGS

A description of the Buildings constructed or to be constructed upon the Land, which description states for each such Building the number of stories and basements, the number of Units and the principal materials of which such Buildings are or are to be constructed, is more particularly set forth in Exhibit D attached hereto.

ARTICLE 6

GENERAL DESCRIPTION OF UNITS

A general description of each Unit, including its Unit Number, location, approximate area, number of rooms, Limited Common Elements, and such other data as may be necessary for the proper identification of such Unit, is set forth in Exhibits E and F attached hereto, and on the Plans.

ARTICLE 7

DESCRIPTION OF COMMON ELEMENTS

The Common Elements consist of all portions of the Property other than the Units and other than the Community Areas and Facilities allocable to a Unit pursuant to the terms hereof, within the Condominium as more particularly set forth in Article 2, Section 7 of this Declaration.

ARTICLE 8

DESIGNATION OF LIMITED COMMON ELEMENTS

The Limited Common Elements shall comprise those portions of the Common Elements consisting of wooden terraces, which are specifically identified as Limited Common Elements on Exhibit

F attached hereto, and on the Plans, as to each of which a right of exclusive use is reserved as an appurtenance to the Unit immediately contiguous to such portions, and for which such portions are designated as Limited Common Elements.

## ARTICLE 9

## PERCENTAGES OF UNDIVIDED INTEREST IN COMMON ELEMENTS APPERTAINING TO EACH UNIT AND ITS OWNER AND OWNERSHIP OF COMMUNITY AREAS AND FACILITIES

The percentage of undivided interest in the Common Elements appertaining to each Unit and its owner is more particularly set forth in Exhibit F attached hereto. The total percentage of undivided interest of all the units in the Common Elements equals 100%. The percentage of undivided interest in the Common Elements appertaining to each Unit has been ascertained on the basis of a combination of the fair value of each Unit at the date of the Declaration in relation to the fair value of all the Units having an interest in the Common Elements, and the size of each Unit, as shown in the Plans, in relation to the size of all of the Units having any interest in the Common Elements. Each Unit Owner will own the fraction of the Community Areas and Facilities as set forth in Exhibit F attached hereto.

## ARTICLE 10

## PERCENTAGES OF COMMON EXPENSES AND COMMON PROFITS APPERTAINING TO EACH UNIT AND ITS OWNER

The percentages of Common Expenses and Common Profits appertaining to each Unit and its owner are equal to the

percentage of undivided interest in the Common Elements appertaining to each Unit and its owner, which percentage is set forth in Exhibit F attached hereto.

## ARTICLE 11

## NAME OF ASSOCIATION OF UNIT OWNERS AND PERSON TO RECEIVE SERVICE OF PROCESS

The name of the Association shall be Glen Oaks Condominium No. 24 , Inc. Glen Oaks Condominium No. 24, Inc., is a non-stock corporation organized and existing under the laws of the State of Connecticut, having an office and principal place of business in the Town of Newington, County of Hartford and State of Connecticut, the members of which are the Unit Owners of Glen Oaks Condominium No. 24. Said corporation is not organized for profit.

James F. Byrne, Esquire, of the firm of Ribicoff & Kotkin, 799 Main Street, Hartford, Connecticut 06103, is hereby designated to receive service of process in any action which may be brought against said corporation.

## ARTICLE 12

## BYLAWS

Attached hereto, and made a part hereof, is a copy of the Bylaws of the Association.

## ARTICLE 13

## UNITS SUBJECT TO DECLARATION, BYLAWS, RULES AND REGULATIONS

All present and future Unit Owners, tenants, mortgagees and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the Bylaws attached hereto, and as they may be amended from time to

time, as well as to any Rules and Regulations which may be adopted from time to time by the Board of Directors. The acceptance of a deed or conveyance, or the entering into a lease, or the entering into occupancy of a Unit shall constitute an agreement that the provisions of this Declaration and the Bylaws and Rules and Regulations which may be adopted by the Board of Directors, and as they may be amended from time to time, as well as the provisions of the Declaration of Covenants and Restrictions for the Recreational Facility, are accepted and ratified by such Unit Owner, tenant, occupant or mortgagee, 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 or conveyance or lease thereof. All of such provisions shall inure to the benefit of and be enforceable by the Unit Owners acting through the Association.

## ARTICLE 14

## THE MASTER CONDOMINIUM ASSOCIATION

It is intended that Glen Oaks be run as an integrated community, and each Unit Owner, or any holder of any interest in any Unit in this Condominium, and the Association agree:

(a) that each such Unit Owner is a member of the Master Condominium Association, together with all other Unit Owners of this Condominium, and all other residents of Glen Oaks;

(b) that each Unit Owner is bound by all of the provisions contained in the bylaws and other operative documents of the Master Condominium Association as the same may exist or be changed from time to time;

(c) that the Master Condominium Association may make repairs to, carry liability, property damage and other insurance on, and otherwise supervise the operation of the roadways in Glen Oaks including the Community Areas and Facilities owned by each Unit Owner as a part of his Unit, and the Glen Oaks Recreational Facility, or delegate such rights to others, as they from time to time exist;

(d) that the Master Condominium Association may have such powers and rights as the Board of Directors shall delegate to it pursuant to Article 17 of the Bylaws, and that the Master Condominium Association shall have the right to collect all charges which it may assess against the Units and Unit Owners with respect to the Glen Oaks Recreational Facility, Community Areas and Facilities, and all other roadways in Glen Oaks, and have such rights as the Board of Directors may have hereunder and under the Bylaws with respect to remedies against such Unit Owner in the event of the non-payment of such charges.

(e) that the Master Condominium Association may delegate any of the aforesaid duties and powers that it shall or may have to others as its representatives deem prudent; and

(f) that the Master Condominium Association shall charge all residents within Glen Oaks for expenses incurred by it, which expenses shall

be allocated equally against each dwelling unit in Glen Oaks. The expenses chargeable to the Unit Owners shall be assessed to the Association. Such cost assessed to the Association will be charged as a Common Expense to each of the Unit Owners equally, and will be paid by the Unit Owners to the Association, and paid by the Association to the Master Condominium Association as required.

The foregoing agreements shall be deemed agreements of all of the holders of interests in any Unit, whether the same be acquired by deed or otherwise, and be binding upon them, the Association and the Board of Directors and shall for each such Person be deemed to be covenants running with the Land, and shall bind each such Person as if the aforesaid agreements were set forth in each and every deed of conveyance of such Unit.

Expenses of the Master Condominium Association shall include:

(a) All real estate taxes and personal property taxes levied by any governmental unit upon the roadways in Glen Oaks, including the Community Areas and Facilities;

(b) All insurance, whether fire, comprehensive or public liability carried with respect to the roadways in Glen Oaks, including the Community Areas and Facilities;

(c) The cost of maintaining, repairing lighting and snowplowing the roadways in Glen Oaks, including the Community Areas and Facilities;

(d) Managerial and personnel costs;

(e) Expenses due with respect to the payment of mortgage indebtedness on the Glen Oaks Recreational Facility, and expenses due for the operation and maintenance of such facility; and

(f) Any other expense that the Master Condominium Association may deem necessary to incur with respect to its operation or with respect to its duties as set forth herein.

Nothing herein shall be construed as a representation by Declarant, or shall impose any obligation on Declarant, to develop any other property in, or form other condominium associations in, Glen Oaks, including, without limitation, the finishing or completing of roadways therein, and reference is made herein to other condominium associations in Glen Oaks merely for illustrative purposes only. Nothing shall be construed as creating any covenants, restrictions or burdens upon the land described in Exhibit C hereto not specifically granted to or binding upon the Unit Owners herein.

## ARTICLE 15

## GLEN OAKS RECREATIONAL FACILITY

Each Unit Owner, and all other residents of Glen Oaks, shall have the right to use the Glen Oaks Recreational Facility.

Each and every present and future Unit Owner, by acceptance of a deed or other conveyance or occupancy of a Unit, agrees

to pay all charges when and as assessed by the Master Condominium Association with respect to the Glen Oaks Recreational Facility, in accordance with the Declaration of Covenants and Restrictions for the Recreational Facility, including the Facility Charge and any assessments levied thereunder. Such charges shall be the personal liability of each such Unit Owner and shall be payable whether or not each such Unit Owner shall avail himself of the facilities available in the Glen Oaks Recreational Facility. Such charges shall be collected by the Association, and the same shall be deemed to be a covenant running with the land and shall bind each such Unit Owner as if the same were set at length in the deed or conveyance conveying such interest to him. Each Unit Owner agrees to be bound by the terms of the Declaration of Covenants and Restrictions for the Recreational Facility. Each and every Unit Owner agrees to comply with the rules and regulations of the Master Condominium Association with respect to the use of the Glen Oaks Recreational Facility. Each Unit Owner agrees that it is the intention that such facility shall be used in common by all residents of Glen Oaks and that such residents, the Association and the other associations of Glen Oaks will appoint the Master Condominium Association to operate such facility and agree to be bound by rules and regulations of the Master Condominium Association in connection therewith.

## ARTICLE 16

## CONDEMNATION

Section 1. Partial Taking of Common Elements Without Direct Effect On Units: If part of the Condominium shall be appropriated, taken or condemned by any authority having the

power of eminent domain, such that no Unit, nor Limited Common Element appurtenant thereto is taken, all compensation for consequential damages shall be payable to the Insurance Trustee or, if there is no Insurance Trustee, to the Board of Directors, as trustee for all Unit Owners and mortgagees according to the loss or damages to their respective interests in such areas. The Association, acting through the Board of Directors, shall have the right to act on behalf of the Unit Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting such areas, without limitation on the right of the Unit Owners to represent their own interest. Such proceeds shall be paid in accordance with the provisions of the Bylaws. Nothing herein is intended to prevent Unit Owners whose Units are specially affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Units, or personal improvements therein, exclusive of damages relating to such Common Elements. In the event that the condemnation award does not allocate consequential damages to specific Unit Owners, but by its terms includes an award for reduction in value of Units without such allocation, the award shall be divided between affected Unit Owners and the Trustee or Board of Directors, as the case may be, as their interests may appear by arbitration in accordance with the rules of the American Arbitration Association.

Section 2. Partial or Total Taking Directly Affecting Units:

If part or all of the Condominium shall be appropriated, taken or condemned by any authority having the power of

eminent domain, such that any Unit or a part thereof (including Limited Common Elements appurtenant to any Unit) is taken, the Association shall have the right to act on behalf of the Unit Owners with respect to the areas outside of the Unit and the Limited Common Elements in the same manner as provided in Section 1 of this Article, and the proceeds shall be payable as outlined therein. The Unit Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Units. The awards so made shall be distributed through the Insurance Trustee or, if there be no Insurance Trustee, the Board of Directors to the extent possible, first to restore or replace the Units, Buildings, Limited Common Elements and necessary Common Elements to such Units on the remaining Land of the Condominium, and secondly to restore or replace the remaining Common Elements. Said restoration or replacement shall be in the same manner as provided for restoration under the Bylaws by attempting to rebuild replacements for the Buildings containing new Units of the same number, size and basic plan as the Units taken. Any excess award shall be distributed in accordance with the provisions of the Bylaws. In the event that the Board of Directors determines that such a taking so affects the Land and Buildings that the Condominium cannot effectively be restored or replaced substantially in compliance with the building plans and to an architectural whole, and unless 75% of the Unit Owners and holders of first mortgages encumbering 75% of the undivided interest in the Common Elements subject to mortgages promptly vote to accept an alternative plan, then the Association shall submit the issue to arbitration

in accordance with the Rules of the American Arbitration Association for remedies with respect to the continued existence or reform of the Condominium, the division of the award and such other remedies as may be required.

## ARTICLE 17

## NO SEVERANCE OF OWNERSHIP

No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interest thereto, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all of such interest, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned therein. No part of the Appurtenant Interest attributable to any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of a Unit to which such interest is appurtenant.

## ARTICLE 18

## IMPROVEMENTS UNDER CONSTRUCTION

The Declarant reserves the right to make changes, including size, materials and design in any Unit or Building as it deems advisable, including the installation of additional pipes, wires, ducts, cables, conduits, and other common materials in the Common Elements, provided that each Unit shall remain substantially the same in size, location, materials and other particulars, and provided that such

modifications do not result in an increase of obligations with respect to the Common Elements of any Unit Owner (other than Declarant) at the time of such modification.

The Declarant reserves to itself the right to control, as to such improvements as are under construction, management and access until such improvements (or portions thereof) have been completed.

## ARTICLE 19

## USE, PURPOSES AND RESTRICTIONS

The use of the Property and the purposes for which the Buildings and each of the Units are intended shall be in accordance with the following provisions:

(a) Unless otherwise authorized by the Board of Directors, each Unit shall be occupied only for residential use and for no other purpose. No Unit may be divided or subdivided into a smaller Unit or, except as reserved to Declarant, otherwise be changed or modified, nor may any portion thereof be sold or otherwise transferred without first amending the Declaration to show the changes in the Units to be affected thereby. Notwithstanding any other provision of this paragraph to the contrary, however, the Declarant has the right until all of the Units are conveyed by the Declarant, to use any Unit or Units owned by it for model apartments, sales and administrative offices and storage areas.

(b) There shall be no obstruction of the Common Elements, or of the roadways in Glen Oaks including the Community Areas and Facilities, nor shall anything be stored in the Common Elements without the prior written consent of the Board of Directors or its designee, except as hereinafter expressly provided.

(c) Each Unit Owner shall be obligated to maintain his own Unit and keep it in good order and repair.

(d) Nothing shall be done or kept in any Unit or the Property which will increase the rate of insurance of any of the Buildings or the contents thereof or any insurance carried with respect to the Common Elements or roadways in Glen Oaks, including the Community Areas and Facilities, beyond the rates normally applicable for residential units, without the prior written consent of the Board of Directors or its designee. No Unit Owner shall permit anything to be done or kept in his Unit or on the Property which will result in the cancellation of insurance coverage with respect thereto or on any of the Buildings or the contents thereof or which would be in violation of any law, rule or ordinance of any body having jurisdiction thereover or which would create a nuisance. No waste shall be committed on the Property.

(e) No Unit Owner shall cause or permit anything to be hung or displayed on the outside windows

or placed on the exterior of outside walls of any of the Buildings or cause or permit any signs, awnings, canopies, shutters or radio or television antennas to be affixed to or placed upon the exterior of outside walls or roofs or any part thereof without the prior written consent of the Board of Directors or its designee.

(f) No noxious or offensive activities shall be suffered or carried on in any Unit or on the Property, nor shall anything be done or suffered to be done therein 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 Units or in the Common Elements which will impair the structural integrity of the Buildings or which will structurally change the Buildings.

(h) Unless authorized by the Board of Directors, no industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise, may be conducted, maintained or permitted on any part of the Property. No motor vehicles of any kind other than passenger automobiles and station wagons not currently being used for commercial purposes, including, but not limited to, campers, trailers, motorbikes and motorcycles, may be parked on any part of the Property, except in areas specifically desig-

nated therefor, except those vehicles temporarily being used for the purposes of servicing the Condominium itself or one of the Units. No use or practice shall be permitted on the Property which is a source of annoyance to, or which interferes with the peaceful possession and proper use of the Property by the Unit Owners, or which will interfere with the use of owners of units in other condominiums in Glen Oaks, or other residents of Glen Oaks.

(i) 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 such regulations or of this Article, provided that the fine for a single violation may not, under any circumstances, exceed $20.00. For each day that a violation continues after notice, it shall be considered a separate violation. Any fine so levied against the 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 other Common Charges.

(j) Each Unit Owner shall be entitled to share in any surplus possessed by the Association, after provision for reasonable reserves and working capital, and shall be liabile for Common Expenses of the Association, including

those levied against the Association by the Master Condominium Association, in the same percentage as such Unit Owner has in the undivided interest of the Common Elements.

ARTICLE 20

ENCROACHMENTS

If any portion of the Common Elements now encroaches upon any Unit or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements or if any encroachments shall occur hereafter as a result of settling of the Buildings or alterations or repairs to the Common Elements made by or with the consent of the Board of Directors or as a result of repair or restoration of the Buildings, the Common Elements or a Unit after damage by fire or other casualty or as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such encroachment exists.

ARTICLE 21

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 all other Unit Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other similar Common Elements located in any of the other Units and/or the Common Elements and serving his Unit. Each Unit shall be subject to an easement in favor of all other Unit Owners to use the pipes, ducts, cables, wire, conduits, public utility lines and other similar Common Elements serving such other Units and/or the Common Elements and located in such Unit. The

Board of Directors shall have the right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.

## ARTICLE 22

## POWER OF ATTORNEY TO BOARD OF DIRECTORS AND TO THE BOARD OF DIRECTORS OF THE MASTER CONDOMINIUM ASSOCIATION

Each Unit Owner shall and does by the acceptance of his deed to his Unit, grant to the Persons who shall, from time to time, constitute the Board of Directors, an irrevocable power of attorney, coupled with an interest, to (a) negotiate and litigate condemnation claims pursuant to the provisions contained in Article 16 hereof; (b) acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same or which may be the subject of a foreclosure or other judicial sale in the name of the Board of Directors or its designee on behalf of all Unit Owners; (c) convey, sell, lease, mortgage or otherwise deal with any such Units so acquired (but not to vote the votes appurtenant thereto) or sublease any Units so leased by the Board of Directors; (d) to delegate to the Master Condominium Association the right to collect all charges from each Unit Owner, including those for the Glen Oaks Recreational Facility, and in connection with the Community Areas and Facilities, and all other roadways in Glen Oaks, and to enforce such rights to collect such charges as the Association may have; and (e) designate parking space for specific use of the Unit Owners.

With respect to the Master Condominium Association and its Board of Directors, each Unit Owner shall and does by

the acceptance of his deed to his Unit grant to the persons who shall, from time to time, constitute the Board of Directors of the Master Condominium Association and/or to the Master Condominium Association, an irrevocable power of attorney, coupled with an interest, to operate the Glen Oaks Recreational Facility on behalf of each Unit Owner and to charge each Unit Owner with respect to such facility sums sufficient to amortize the indebtedness due with respect to the mortgages encumbering such facility, and such other charges as the Master Condominium Association or such Board of Directors may deem necessary to operate such facility, to collect all charges from each Unit Owner for expenses incurred in connection with the Community Areas and Facilities and all other roadways in Glen Oaks, and to claim liens for any of such expenses that may be unpaid against such Unit and to collect such charges and enforce such rights as the Association may have against each such Unit Owner and his Unit hereunder.

## ARTICLE 23

## AMENDMENT OF DECLARATION

This Declaration may be amended, modified or revised by the affirmative vote of at least two-thirds (2/3) of the Unit Owners at any meeting of the Association duly called for that purpose following written notice of said amendment, modification or revision to all Unit Owners and their mortgagees appearing on the records of the Association. If any such amendment, modification or revision directly or indirectly changes the boundaries of any Unit, the undivided interest in the Common Elements appertaining thereto, the liability for Common Elements appertaining thereto, the liability for Common Expenses or rights to Common Profits appertaining

thereto, or the number of votes in the Association appertaining thereto, such amendment, modification or revision shall require the affirmative vote of at least seventy-five per cent (75%) of the Unit Owners, and shall, in addition, require the consent of the mortgagees of at least seventy-five per cent (75%) of the Units subject to mortgages.

ARTICLE 24

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

ARTICLE 25

GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whichever the context so requires.

ARTICLE 26

WAIVER

No provision contained in this Declaration 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.

ARTICLE 27

INVALIDITY

The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the

validity, enforceability or affect the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE 28

CONFLICTS

This Declaration is set forth to comply with the requirements of the Condominium Act of 1976 (as amended) or successor statutes, as the same may be amended from time to time. In the event of any conflict between this Declaration and the provisions of the Condominium Act of 1976 (as amended), the provisions of such statute shall control.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal, and caused this Declaration to be executed by its duly authorized officer this 22nd day of August , 1977.

Signed, Sealed and Delivered
in the presence of:

James F. Byrne
JAMES F. BYRNE

Robert B. Fawber
ROBERT B. FAWBER

GLEN OAKS ASSOCIATES, INC.

By Steven P. Schwartz
Steven P. Schwartz
Its President
Duly Authorized
(seal)

STATE OF CONNECTICUT )
) ss. Hartford, August 22 , 1977
COUNTY OF HARTFORD )

Personally appeared, STEVEN P. SCHWARTZ, the President of GLEN OAKS ASSOCIATES, INC., signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said corporation, before me.

James F. Byrne
~~Notary Public~~ JAMES F. BYRNE
Commissioner of the Superior Court

EXHIBIT A

A certain piece or parcel of land with the buildings and improvements now or hereafter situated thereon, located in the Town of Newington, County of Hartford and State of Connecticut, as shown on the survey identified in Exhibit B to this Declaration, and being more particularly bounded and described as follows, to wit:

Commencing at a highway bound located in the westerly line of Back Lane, which highway bound is S 9°-10'-57" E 22.00 feet from the southeasterly corner of land now or formerly of Bernard Deleo; thence running N 9°-10'-57" W 22.00 feet to a point, which point marks the southeasterly corner of said land now or formerly of Bernard Deleo; thence running S 80°-49'-03" W along the southerly line of said land now or formerly of Bernard Deleo a distance of 200.00 feet to a point, which point marks the point or place of beginning;

Thence running from said point or place of beginning S 9°-10'-57" E along the westerly line of land now or formerly of T.R. Development Corp., a distance of 22.00 feet to a point; thence running S 9°-08'-38" E along the westerly line of said land now or formerly of T.R. Development Corp., and along the westerly line of other land now or formerly of T.R. Development Corp., known as Lot "O", partly on each, in all a distance of 264.09 feet to a point; thence running S 77°-12'-56" W along the northerly line of land now or formerly known as Glen Oaks Condominium No. 1, formerly of T.R. Development Corp., a distance of 97.59 feet to a point; thence running S 21°-21'-22" W along the northwesterly line of said land now or formerly known as Glen Oaks Condominium No. 1, formerly of T.R. Development Corp., a distance of 64.95 feet to a point in the northerly line of Cottonwood Road; thence running along said northerly line of Cottonwood Road along the arc of a curve to the left having a radius of 600.00 feet and a central angle of 13°-46'-14", a distance of 144.20 feet to a point; thence running along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 85°-24'-43", and connecting the northerly line of Cottonwood Road with the easterly line of a 50 foot right of way, a distance of 37.27 feet to a point; thence running N 0°-33'-54" E along the easterly line of said 50 foot right of way a distance of 253.31 feet to a point; thence running N 85°-54'-52" E along the southerly line of additional land now or formerly of T.R. Development Corp. a distance of 112.65 feet to a point; thence running N 0°-47'-12" E along the easterly line of said additional land now or formerly of T.R. Development Corp. a distance of 28.40 feet to a point; thence running N 80°-49'-03" E along the southerly line of said additional land now or formerly of T.R. Development Corp. a distance of 123.00 feet to a point, which point marks the point or place of beginning.

Said property is subject to the following:

1. Any and all provisions of any ordinance, municipal regulation, zoning regulation, or public or private law.

2. Taxes due to the Town of Newington on the Grand List of October 1, 1976.

3. Acquisition mortgage from Glen Oaks Associates, Inc. to The Hartford National Bank and Trust Company dated June 17, 1976, recorded in Volume 290, Page 277, and re-recorded in Volume 309, Page 218 of the Newington Land Records.

4. Construction mortgage from Glen Oaks Associates, Inc. to The Hartford National Bank and Trust Company dated June 17, 1976, recorded in Volume 290, Page 296, and re-recorded in Volume 309, Page 197 of the Newington Land Records.

5. Collateral Assignment of Leases and Rentals from Glen Oaks Associates, Inc. to The Hartford National Bank and Trust Company dated June 17, 1976, and recorded in Volume 290, Page 317.

6. The terms, conditions, agreements, covenants, restrictions, obligations, reservations and easements contained in a Declaration of Covenants and Restrictions for Recreational Facility of Glen Oaks Condominiums, Newington, Connecticut and Easement dated July 1, 1976 and recorded in Volume 306, Page 218 of the Newington Land Records.

7. A Declaration of Protective Covenants in favor of The Town of Wethersfield dated July 12, 1973, and recorded in Volume 234, Page 127 of the Newington Land Records.

8. Rights of others in the Community Areas and Facilities.

9. Utility easements, agreements, and caveats as of record appear.

10. The terms, conditions, agreements, covenants, restrictions, obligations, reservations and easements contained in this Declaration, and the Bylaws and Exhibits annexed hereto, as the same now exist or may hereafter be amended.

EXHIBIT B

Reference is hereby made to a survey entitled "Glen Oaks Associates, Inc. Condominium No. 24 Cottonwood Road Newington Conn. Scale 1"=40' Date 8-5-77 Revised 8-10-77 8-11-77 8-12-77 8-16-77 8-26-77 Emil W. Lucek Associates Certified Substantially Correct Emanuel W. Lucek Conn. Reg. Land Surveyor", which survey is on file in the Town Clerk's Office of the Town of Newington bearing Map No. 2020.

EXHIBIT C

A certain piece or parcel of land situated on the westerly side of Back Lane in the Town of Newington, County of Hartford and State of Connecticut, being more particularly bounded and described as follows, to wit:

Commencing at a point on the westerly line of Back Lane, which point marks the northeasterly corner of land now or formerly of Jessie E. Chaffee and the southeasterly corner of the herein described premises; thence running S 80° 12" 05' W, 1185.4 feet to a point; thence running S 82°26" 35' W, 224.01 feet to a point; thence running S 82° 22" 00' W, 383.6 feet to a point; thence running S 79° 32" 22' W, 423.14 feet to a point, said last three (3) courses running along the northerly line of land now or formerly of Lylli Uskela; thence running northerly along the easterly line of Kitts Lane in a curve to the left with a radius of 570.13 feet, a distance of 148.26 feet to a point; thence continuing northerly along the easterly line of Kitts Lane in a curve to the right with a radius of 427 feet, a distance of 365.175 feet to a point; thence continuing northerly along the easterly line of Kitts Lane in a curve to the left with a radius of 493.0 feet, a distance of 215.11 feet to a point; thence running N 8° 47" 20' W along the easterly line of Kitts Lane, 336.53 feet to a point marking the southwesterly corner of land now or formerly of Victor P. Gagliardi; thence running N 80° 50" 10' E, 300 feet to a point; thence running N 8° 47" 20' W, 135 feet to a point, said last two (2) courses running along land now or formerly of said Gagliardi; thence running N 80° 50" 10' E, 49.88 feet to a point; thence running N 84° 32" 00' E, 697.84 feet to a point, said last two (2) courses running along land now or formerly of Michael J., Edward Allen and Carol J. Shapiro; thence running N 80° 17" 05' E, 521.32 feet to a point; thence running N 78° 00" 15' E, 239.55 feet to a point; thence running N 80° 26" 55' E, 194.13 feet to a point, said last three (3) courses running along land now or formerly of Eleonor B. Gagliardi; thence running S 9° 10" 57' E, 100 feet to a point; thence running N 80° 26" 55' E, 200.01 feet to a point in the westerly line of Back Lane, said last two (2) courses running along land now or formerly of Frances M. DeGiralamo; thence running S 9° 10" 57' E, along the westerly line of Back Lane, 80 feet to a point marking the northeasterly corner of land now or formerly of John Shenuski; thence running S 80° 49" 03' W along land now or formerly of said Shenuski, 200 feet to a point; thence running S 9° 10" 57' E along land now or formerly of said Shenuski and land now or formerly of Bernard DeLeo, in part by each, in all, 271.0 feet to a point; thence running N 80° 49" 03' E, 200 feet to a point in the westerly line of Back Lane marking the southeasterly corner of land now or formerly of said DeLeo; thence running S 9° 10" 57' E, 34.5 feet to a point; thence running S 9° 08" 38' E, 55.5 feet to a point, said last two (2) courses running along the westerly line of Back Lane; thence running S 80° 51" 22' W, 150 feet to a point; thence running S 9° 08" 38' E, 90 feet to a point; thence running N 80° 51" 22' E, 150 feet to a point on the westerly line of Back Lane, said last three (3) courses running along land now or formerly of Jan and Gertrude Torbicz; thence running S 9° 08" 38' E, along the westerly line of Back Lane, 513 feet to the point or place of beginning.

EXHIBIT D

DESCRIPTION OF BUILDINGS

The number of stories, Units, and basements included as parts of Units for each Building to be constructed on the Land described in Exhibits A and B of the Declaration are as shown on the following chart:

| BUILDING NO. | NO. OF STORIES | NO. OF BASEMENTS | NO. OF UNITS |
|---|---|---|---|
| 52 | 2 | 12 | 12 |
| 53 | 2 | 12 | 12 |

The Buildings will be of frame construction with Celotex siding and full, thick insulation. Floor surfaces will be carpeting over padding and plywood decking for all rooms except kitchen and baths. Kitchen and bath floors will be either vinyl asbestos or carpet.

Party walls will consist of 3/4 hour fire rated sheet rock and studs. All interior walls and ceilings will be covered with dry wall, taped and painted. Windows will be framed aluminium, insulated glass with screens. Exterior front doors will be metal.

EXHIBIT E

GENERAL DESCRIPTION OF UNITS

Each Unit will have its own separate entrance for means of ingress and egress. Each Unit will have a kitchen, dining area, living room, one and one-half baths. Units 82 and 84, as identified on Exhibit F, will have 3 bedrooms. All other Units will have 2 bedrooms. All Units will include full basements. All Units will be heated and airconditioned centrally with gas fired furnaces located within each Unit. Each Unit will have separate thermostatic controls. All kitchens for all Units will be equipped with a dishwasher, a gas range with oven, a garbage disposal unit, a ductless hood, and a refrigerator-freezer combination. Included as a Limited Common Element for each Unit will be a separate wooden terrace.

EXHIBIT F

| BUILDING NO. | UNIT NO. | UNIT TYPE | APPROX. NET SQ. FT. AREA (INCLUDING BASEMENT) | LIMITED COMMON ELEMENTS | PERCENTAGE UNDIVIDED INT. IN COMMON ELEMENTS | FRACTION OF COMMUNITY AREAS AND FACILITIES |
|---|---|---|---|---|---|---|
| 52 | 94 | Bentley End | 1641 | Wooden Terrace | 4.0268 | 1/468 |
| 52 | 96 | Bentley | 1626 | Wooden Terrace | 4.0268 | 1/468 |
| 52 | 98 | Ridgefield | 1820 | Wooden Terrace | 4.3679 | 1/468 |
| 52 | 100 | Ridgefield | 1820 | Wooden Terrace | 4.3679 | 1/468 |
| 52 | 102 | Ridgefield | 1820 | Wooden Terrace | 4.3679 | 1/468 |
| 52 | 104 | Ridgefield | 1820 | Wooden Terrace | 4.3679 | 1/468 |
| 52 | 106 | Bentley | 1626 | Wooden Terrace | 4.0268 | 1/468 |
| 52 | 108 | Bentley End | 1641 | Wooden Terrace | 4.0268 | 1/468 |
| 52 | 110 | Bentley End | 1641 | Wooden Terrace | 4.0268 | 1/468 |
| 52 | 112 | Bentley | 1626 | Wooden Terrace | 4.0268 | 1/468 |
| 52 | 114 | Bentley | 1626 | Wooden Terrace | 4.0268 | 1/468 |
| 52 | 116 | Bentley End | 1641 | Wooden Terrace | 4.0268 | 1/468 |
| 53 | 70 | Bentley End | 1641 | Wooden Terrace | 4.0268 | 1/468 |
| 53 | 72 | Bentley | 1626 | Wooden Terrace | 4.0268 | 1/468 |
| 53 | 88 | Ridgefield | 1820 | Wooden Terrace | 4.3679 | 1/468 |
| 53 | 86 | Ridgefield | 1820 | Wooden Terrace | 4.3679 | 1/468 |
| 53 | 84 | Hampton | 1865 | Wooden Terrace | 4.6819 | 1/468 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 53 | 82 | Hampton | 1865 | Wooden Terrace | 4.6819 | 1/468 |
| 53 | 74 | Bentley | 1626 | Wooden Terrace | 4.0268 | 1/468 |
| 53 | 76 | Bentley End | 1641 | Wooden Terrace | 4.0268 | 1/468 |
| 53 | 78 | Bentley End | 1641 | Wooden Terrace | 4.0268 | 1/468 |
| 53 | 80 | Bentley | 1626 | Wooden Terrace | 4.0268 | 1/468 |
| 53 | 90 | Bentley | 1626 | Wooden Terrace | 4.0268 | 1/468 |
| 53 | 92 | Bentley End | 1641 | Wooden Terrace | 4.0268 | 1/468 |

AMENDMENT TO DECLARATION

The Declaration of Condominium of GLEN OAKS CONDOMINIUM NO. 24, dated August 22, 1977 and recorded on September 7, 1977 in Volume 322 at Page 11 of the Newington Land Records is hereby amended by adding thereto Article 29, as follows:

Article 29

Right to Assign Future Income

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

The foregoing amendment was approved by the affirmative vote of members of the GLEN OAKS CONDOMINIUM NO. 24, Inc., owning no less than two-thirds (2/3) in the aggregate, in interest, of the undivided ownership of the Common Areas (either in person or by proxy) pursuant to Article 23 of the Declaration. Said vote was taken on March 17, 1988 at a special meeting of Unit Owners, called for that purpose, upon not less than seven (7) nor more than twenty (20) days prior written notice to the Unit Owners and their Mortgagees, and has been approved by those Mortgagees entitled to vote on said amendment.

Dated at Farmington Connecticut this 21st day of July, 1988.

GLEN OAKS CONDOMINIUM NO. 24, INC.

BY _____
Its Secretary

Witnesses:

_____
David J. Hayes

_____
Matthew H. Perlstein

GLEN OAKS CONDOMINIUM NO. 24, INC.

BY _____
Kevin R. Leonard, Its President

STATE OF CONNECTICUT

COUNTY OF Hartford ss. Farmington July 21, 1988

Personally appeared, Patricia A. McGuiness Secretary of GLEN OAKS CONDOMINIUM NO. 24, INC., signer and sealer of the foregoing instrument who, being duly authorized, acknowledged the same to be her free act and deed and the free act and deed of said corporation, before me.

Commissioner of the Superior Court
Notary Public David J. Markowitz

STATE OF CONNECTICUT

COUNTY OF Hartford ss. Farmington July 21, 1988

Personally appeared, KEVIN R. LEONARD, President of GLEN OAKS CONDOMINIUM NO. 24, INC., signer and sealer of the foregoing instrument who, being duly authorized, acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

Commissioner of the Superior Court
Notary Public David J. Markowitz



Received for Record July 21, 1988 at 1:53 P. M. Attest Roberta N. Jenkins Town Clerk.

CANCELLATION OF RECREATIONAL FACILITIES LEASES

This Agreement made this 17th day of June, 1976 by and between TIMBER RIDGE PROPERTIES, INC., a corporation organized and existing under the laws of the State of Connecticut with offices in the City and County of Hartford and State of Connecticut (hereinafter referred to as "Lessor") and TIMBER RIDGE MASTER CONDOMINIUM ASSOCIATION, INC., TIMBER RIDGE CONDOMINIUM NO. 1, INC., TIMBER RIDGE CONDOMINIUM NO. 2, INC., TIMBER RIDGE CONDOMINIUM NO. 3, INC., TIMBER RIDGE CONDOMINIUM NO. 4, INC. and TIMBER RIDGE CONDOMINIUM NO. 23, INC., all Connecticut corporations with offices in the Town of Newington, County of Hartford and State of Connecticut (hereinafter collectively referred to as "Lessees");

W I T N E S S E T H :

WHEREAS, T. R. Development Corporation, as Landlord, and Lessees entered into certain Recreation Facilities Leases affecting premises located westerly of Back Lane, Town of Newington, County of Hartford and State of Connecticut; and

WHEREAS, The Hartford National Bank and Trust Company has foreclosed its mortgage on the premises, which mortgage was dated July 23, 1973 and recorded in Volume 235, at Page 102 of the Newington Land Records, in a civil action before the Superior Court, Hartford County entitled Hartford National Bank and Trust Company vs. Vetic, Inc., et al bearing docket no. 197262 6, judgment having been entered therein on September 25, 1975; and

WHEREAS, The Hartford National Bank and Trust Company succeeded to Lessor's interest to the Recreational Facilities Leases on the premises foreclosed by virtue of a Certificate of Foreclosure dated October 25, 1975 and recorded in Volume 278, at Page 329 of the Newington Land Records; and

KAGAN, KLEINMAN AND GVONKIN
ATTORNEYS AT LAW
5 FINANCIAL PLAZA
19TH FLOOR
HARTFORD, CONN.

WHEREAS, by quit-claim deed dated November 12, 1975 and recorded in Volume 280, at Page 99 of the Newington Land Records, The Hartford National Bank and Trust Company conveyed all of its right, title and interest to the aforesaid premises, subject to the Recreational Facilities Leases, to Lessor; and

WHEREAS, Lessor and Lessees desire to terminate and cancel said Recreational Facilities Leases.

NOW THEREFORE, in consideration of the sum of $1.00 and other valuable considerations paid by the Lessees to Lessor, receipt whereof is hereby acknowledged, it is hereby agreed that each and all of the Recreational Facilities Leases described in Schedule A annexed hereto and made a part hereof, as amended or modified, are hereby cancelled, terminated and of no further force and effect as of the date hereof.

Lessor warrants to Lessees that it is the owner of the aforesaid premises, that it has not previously assigned its interest in the aforesaid Recreational Facilities Leases and that it has full power and authority to terminate and cancel the same, as aforesaid.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Mark J. Svonkin

Thomas A. Rouse

LESSOR:

TIMBER RIDGE PROPERTIES, INC.

By _____
T. D. Thorpe
Its Vice President

LESSEES:

TIMBER RIDGE MASTER CONDOMINIUM ASSOCIATION, INC.

By _____
Its President

KAGAN, KLEINMAN AND SVONKIN
ATTORNEYS AT LAW
1 FINANCIAL PLAZA
19TH FLOOR
HARTFORD, CONN.

TIMBER RIDGE CONDOMINIUM
NO. 1, INC.

Loretta R. Pierce

By Robert Sylvester

Its President

TIMBER RIDGE CONDOMINIUM
NO. 2, INC.

Robert Sylvester

By Loretta R. Pierce

Its President

TIMBER RIDGE CONDOMINIUM
NO. 3, INC.

Loretta R. Pierce

By Frances B Pleau

Its President

~~TIMBER RIDGE CONDOMINIUM~~
~~NO. 4, INC.~~

~~By~~

~~Its~~

~~TIMBER RIDGE CONDOMINIUM~~
~~NO. 23, INC.~~

~~By~~

~~Its~~

STATE OF CONNECTICUT )
) ss: Hartford June 18, 1976
COUNTY OF HARTFORD )

Personally appeared T. J. Thorpe, the Vice President of TIMBER RIDGE PROPERTIES, INC., signer and sealer of the foregoing instrument and he acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

Mark J. Seaton

~~Notary Public~~
Commissioner of Superior Court

My ~~Commission Expires~~:

KAGAN, KLEINMAN AND GVOSKIN
ATTORNEYS AT LAW
1 FINANCIAL PLAZA
19TH FLOOR
HARTFORD, CONN.

STATE OF CONNECTICUT )
) ss: Newington June 16, 1976
COUNTY OF HARTFORD )

Personally appeared Edwin H. May III, the President of TIMBER RIDGE MASTER CONDOMINIUM ASSOCIATION, INC., signer and sealer of the foregoing instrument and he acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

My Commission Expires:

~~Notary Public~~
Commissioner of Superior Court

STATE OF CONNECTICUT )
) ss: Newington June 16th, 1976
COUNTY OF HARTFORD )

Personally appeared Robert Sylvester, the President of TIMBER RIDGE CONDOMINIUM NO. 1, INC., signer and sealer of the foregoing instrument and he acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

My Commission Expires:

~~Notary Public~~
Commissioner of Superior Court

STATE OF CONNECTICUT )
) ss: Newington June 16, 1976
COUNTY OF HARTFORD )

Personally appeared Loretta R. Pierce, the President of TIMBER RIDGE CONDOMINIUM NO. 2, INC., signer and sealer of the foregoing instrument and he acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

My Commission Expires:

~~Notary Public~~
Commissioner of Superior Court

STATE OF CONNECTICUT )
) ss: Newington June 16, 1976
COUNTY OF HARTFORD )

Personally appeared Francis B. Pluess, the President of TIMBER RIDGE CONDOMINIUM NO. 3, INC., signer and sealer of the foregoing instrument and he acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

My Commission Expires:

~~Notary Public~~
Commissioner of Superior Court

KAGAN, KLEINMAN AND SVONKIN
ATTORNEYS AT LAW
1 FINANCIAL PLAZA
19TH FLOOR
HARTFORD, CONN.

The undersigned, having a majority in interest of the unit owners who are members of Timber Ridge Condominium No. 4, Inc. and Timber Ridge Condominium No. 23, Inc., hereby agree and consent to this agreement on behalf of said Associations.

Signed, Sealed and Delivered in the Presence of:

Mark J. Svonkin

Thomas A. Rouse

TIMBER RIDGE PROPERTIES, INC.

By T. J. Thorpe
Its Vice President

STATE OF CONNECTICUT )
) ss: Hartford June 17, 1976
COUNTY OF HARTFORD )

Personally appeared T. J. Thorpe, the Vice President of TIMBER RIDGE PROPERTIES, INC., signer and sealer of the foregoing instrument and he acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

Mark J. Svonkin
~~Notary Public~~ Commissioner of the Superior Court

My ~~Commission Expires~~:

THIS AGREEMENT AGREED TO AND ACCEPTED BY:

Signed, Sealed and Delivered in the Presence of:

Mark J. Svonkin

Thomas A. Rouse

THE HARTFORD NATIONAL BANK AND TRUST COMPANY

By T. J. Thorpe
Its Assistant Vice President

STATE OF CONNECTICUT )
) ss: Hartford June 17, 1976
COUNTY OF HARTFORD )

Personally appeared T. J. Thorpe, the Assistant Vice President of THE HARTFORD NATIONAL BANK AND TRUST COMPANY, signer and sealer of the foregoing instrument and he acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

Mark J. Svonkin
~~Notary Public~~ Commissioner of the Superior Court

My ~~Commission Expires~~:

KAGAN, KLEINMAN AND SVONKIN
ATTORNEYS AT LAW
1 FINANCIAL PLAZA
19TH FLOOR
HARTFORD, CONN.

5
-6-

SCHEDULE A

1. Recreational Facilities Lease between T. R. Development Corporation and Timber Ridge Condominium No. 1, Inc. attached to Declaration of Timber Ridge Condominium No. 1 dated July 13, 1973 and recorded in Volume 234, at Page 131, as Exhibit F at Page 198 of said Volume; as amended by First Amendment to Recreational Lease dated July 27, 1973 and recorded in Volume 236, at Page 37.

2. Recreational Facilities Lease between T. R. Development Corporation and Timber Ridge Condominium No. 2, Inc. attached to Declaration of Timber Ridge Condominium No. 2 dated October 5, 1973 and recorded in Volume 240, at Page 122, as Exhibit F at Page 189 of said Volume.

3. Recreational Facilities Lease between T. R. Development Corporation and Timber Ridge Condominium No. 3, Inc. attached to Declaration of Timber Ridge Condominium No. 3 dated April 29, 1974 and recorded in Volume 250, at Page 295, as Exhibit F at Page 359 of said Volume.

4. Recreational Facilities Lease between T. R. Development Corporation and Timber Ridge Condominium No. 4, Inc. attached to Declaration of Timber Ridge Condominium No. 4 dated August 8, 1974 and recorded in Volume 257, at Page 294, as Exhibit F at Page 360 of said Volume.

5. Recreational Facilities Lease between T. R. Development Corporation and Timber Ridge Condominium No. 23, Inc. attached to Declaration of Timber Ridge Condominium No. 23 dated October 1, 1974 and recorded in Volume 260, at Page 116, as Exhibit F at Page 183 of said Volume.

KAGAN, KLEINMAN
AND SVONKIN
ATTORNEYS AT LAW
1 FINANCIAL PLAZA
19TH FLOOR
HARTFORD, CONN.

Received for Record June 21, 1976 at 4:50 P M. Attest Edward J Sweeney
Town Clerk.