

the Westbury

PUBLIC OFFERING STATEMENT
WESTBURY CONDOMINIUMS
WEST HARTFORD, CONNECTICUT

WESTBURY CONDOMINIUMS
PUBLIC OFFERING STATEMENT

INTRODUCTION

This Public Offering Statement has been prepared by Kingswood West Associates Limited Partnership (the "Declarant"), pursuant to the provisions of the Connecticut Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes (the "Act"), for Westbury Condominiums, a Common Interest Community located at Farmington and Outlook Avenues, West Hartford, Connecticut ("Westbury Condominiums"). A copy of the Declaration of Westbury Condominiums, to be filed with the Town Clerk of West Hartford, including the Surveys and Plans referred to therein, is attached to this Public Offering Statement as Exhibit A (the "Declaration"). Unless otherwise expressly provided herein, the definitions of terms set forth in the Declaration shall apply to this Public Offering Statement.

THE DECLARANT HAS MADE EVERY EFFORT TO DISCLOSE FULLY AND ACCURATELY IN THIS PUBLIC OFFERING STATEMENT THE PERTINENT INFORMATION RELATING TO THIS COMMON INTEREST COMMUNITY. ANY INFORMATION, DATA OR REPRESENTATION DIFFERENT FROM THE STATEMENTS SET FORTH IN THIS PUBLIC OFFERING STATEMENT MUST NOT BE RELIED ON. THIS PUBLIC OFFERING STATEMENT DOES NOT INTENTIONALLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENTS OF MATERIAL FACT. NO PERSON HAS BEEN AUTHORIZED BY THE DECLARANT TO MAKE ANY REPRESENTATION OR STATEMENT AT VARIANCE WITH THOSE CONTAINED IN THIS PUBLIC OFFERING STATEMENT.

June 24, 1988

SPECIFIC STATUTORY INFORMATION REQUIRED
FOR ALL COMMON INTEREST COMMUNITIES

1. DECLARANT AND COMMON INTEREST COMMUNITY.

A. The name and principal address of the Declarant is:

Kingswood West Associates Limited Partnership
c/o Blume & Elbaum
50 Columbus Boulevard
Hartford, Connecticut 06106

B. The name and principal address of the Common Interest Community is:

Westbury Condominiums
Farmington and Outlook Avenues
West Hartford, Connecticut

C. Westbury Condominiums is a condominium.

2. DESCRIPTION OF COMMON INTEREST COMMUNITY.

A. General.

Westbury Condominiums is a Common Interest Community located in a mixed residential and commercial neighborhood of the Town of West Hartford, Connecticut. It is situated on three parcels of land of approximately three and a half acres on the southerly side of Farmington Avenue and the easterly side of Outlook Avenue. Farmington Avenue is a main thoroughfare in and through the town of West Hartford.

B. Residential Buildings.

The Common Interest Community presently consists of 3 multi-unit residential buildings, and a single family house. The three multi-unit residential buildings known as 869 Farmington Avenue, 20 Outlook Avenue and 30 Outlook Avenue are each three stories in height, with full basements. 869 Farmington Avenue and 20 Outlook Avenue were built in the 1940's and 30 Outlook Avenue was built in the 1950's. All three multi-unit residential buildings are primarily of steel frame and concrete block and brick construction on concrete foundations with multiply asphalt and gravel roofs.

Each multi-unit residential building contains one front entrance lobby, vestibule and a mail area on the first floor, one elevator, common hallways on each floor, three stairwells and two rear entrances.

The building at 869 Farmington Avenue also contains a superintendent's apartment on the first floor. This apartment is

a Common Element of the Common Interest Community and is intended to be used as a dwelling by any superintendent employed by the Association or the management agent for the community.

The single family house located at 44 Outlook Avenue is of wood frame construction with brick exterior walls, with an asphalt shingled roof. The house has a partial basement and an attached one car garage.

No additional residential or non-residential buildings will be included in the Common Interest Community.

C. Parking.

The common interest community includes sixty seven (67) Garage Units contained in five separate buildings. These buildings are of wood frame construction with brick exteriors with sloped gravel roofs. Each garage has its own metal overhead door with an independent, remotely controlled automatic opener. There are also twelve (12) parking spaces as shown on the Survey. The Declarant has reserved the right to assign these parking spaces as Limited Common Elements to specific Units for their exclusive use. If the Declarant fails to or only partially exercises such right, any parking spaces not so allocated will remain as Common Elements of the Common Interest Community unless until some later date the Association votes to change their status to Limited Common Elements for the exclusive use of certain Units.

The Garage Units will be sold by the Declarant to anyone interested in purchasing such Units. Each owner of a Garage Unit will be responsible for a portion of the Common Expenses of the Common Interest Community.

No additional parking spaces or Garage Units will be included in the Common Interest Community.

D. Storage Areas.

The basement of each multi-unit residential building contains one (1) storage area for each Unit located in the multi-residential buildings. The storage rooms have been allocated by the Declarant as Limited Common Elements for the exclusive use of the Units to which they are assigned. No storage room has been assigned to the Unit comprising a single family house since that Unit has sufficient storage space in its basement which is part of the Unit.

E. Recreational Facilities.

No recreational facilities will be included in the Common Interest Community.

F. Trash Removal.

Each floor of the multi-residential unit building is served by a trash chute leading to a compactor system in the basement. In addition, a dumpster provided by an outside service is maintained in a location adjacent to the parking area. Trash removal services are arranged by the Association and the cost thereof is included in the Common Expense assessment against each Unit.

G. Laundry Facilities.

Each multi-unit residential building includes a laundry room in the basement containing two (2) coin operated washers and two (2) coin operated dryers. These washers and dryers are supplied by an outside service. The income therefrom will be turned over to the Association when the Declarant relinquishes control.

H. Driveways and Walkways.

The Common Interest Community is served by a bituminous driveway with an outlet both on Farmington Avenue and Outlook Avenue. These driveways will be entirely resurfaced by the Declarant in 1988. Various walkways and sidewalks are also included within the Common Interest Community.

The cost of maintaining and repairing these driveways, sidewalks and walkways, including the removal of snow and ice, is included in the Common Expense assessment against each Unit.

I. Casement Windows.

The casement windows in the buildings are the original windows installed at the time of construction. The windows do not have insulated glass and, hence, have some heat loss during the winter months. In some Units, the steel frames which hold the glass panes have moved somewhat with the settling of the buildings over the years, thereby preventing these windows from closing tightly and resulting in some additional heat loss. The application of felt strips on the abutting edges of the windows in many cases will enable the windows to shut tightly, and the installation of interior insulated windows can eliminate most of the heat loss.

J. Air-Conditioning Compressors. The air-conditioning compressors for the Units in the buildings at 869 Farmington Avenue and 30 Outlook Avenue are located on the roofs of the buildings and are Limited Common Elements. Each Unit in those two buildings has its own compressor, and each such Unit owner is responsible for the cost of its replacement. Each Unit in the building located at 30 Outlook Avenue also has an individual compressor built into a receptacle in the kitchen. A new compressor has a useful life of ten years. Since the compressors for all of the Units were installed at different times, no estimation can be made of the remaining useful life of the compressor for a specific Unit.

K. Major Improvements and Repairs.

During 1988, the Declarant will undertake and complete at its sole expense the following improvements and repairs:

(i) Replacement of the roofs on the buildings located at 869 Farmington and 20 Outlook Avenues (the roof on the building located at 30 Outlook Avenue was replaced in 1987).

(ii) Installation of new gas-oil combination burners in the buildings located at 869 Farmington and 30 Outlook Avenues (a similar new gas-oil burner was installed in early 1988 in the building located at 20 Outlook Avenue).

(iii) Installation of new trash compactors in the buildings located at 20 Outlook and 869 Farmington Avenues (a new trash compactor was installed in early 1988 in the building located at 30 Outlook Avenue).

(iv) Rebuilding or replacement of the hydraulic systems of the elevators in the buildings located at 869 Farmington and 20 Outlook Avenues and rebuilding or replacement of the electric motor apparatus of the elevator in the building located at 30 Outlook Avenue.

(v) Resurfacing of all driveways and parking areas and installation of bituminous curbing.

(vi) Reconstruction and repair of concrete sidewalks and steps.

(vii) Installation of new intercom-security systems in all three buildings.

(viii) Recarpeting of all common areas in the three buildings (lobbies, front and back stairwells, and hallways).

(ix) Replacement of rear exit doors on all three buildings.

(x) Renovation of the three laundry rooms.

As of the date of this Public Offering Statement, contracts have been entered into by the Declarant with various contractors for all of the above items, with the exception of items (i), (iv), (vi) and (vii) which are in the process of negotiation and for which contracts are expected to be signed by July 15, 1988. Most of the work will be completed during 1988, and all of the work will be completed by May 1, 1989.

J. Construction Schedule.

The Declarant will not be constructing any buildings or amenities within the Common Interest Community, with the exception of the improvements described in Section 2I. Most of the work will be completed during 1988, and all of the work will be completed by May 1, 1989.

3. NUMBER OF UNITS.

The Common Interest Community contains seventy two (72) Units.

4. DOCUMENTS AND CONTRACTS.

A. Declaration.

A copy of the Declaration is attached to this Public Offering Statement as Exhibit A. The description of Land, Table of Interests, Survey, Plans and Architect's Certificate of Completion are attached to the Declaration as Schedules A-1, A-2, A-3, A-4, and A-5. These documents are in the form in which they are intended to be filed in the land records of the Town of West Hartford, but the Declaration and its Schedules may be amended prior thereto.

B. Recorded Covenants, Conditions, Restrictions and Reservations Created by the Declarant.

There are no recorded covenants, conditions, restrictions or reservations created by the Declarant, other than those contained in the Declaration.

C. Association Bylaws.

A copy of the Bylaws of Westbury Condominiums Association, Inc. (the "Association") is attached to this Public Offering Statement as Exhibit B.

D. Association Rules.

A copy of the existing Rules of the Association is attached to this Public Offering Statement as Exhibit C.

E. Form Deed.

A copy of the form of deed to be delivered to Unit purchasers at the closing of title to each Unit is attached to this Public Offering Statement as Exhibit D. The actual Deed will be executed by the Declarant and dated as of the date of closing. It will contain the name of the Unit purchaser and the designated Unit number together with the appurtenant Limited Common Elements appearing on the Unit purchaser's Agreement of Purchase and Sale or addendum thereto.

F. Contracts and Leases to be Signed by or Delivered to Purchasers at Closing.

There are no contracts or leases to be signed by or delivered to Unit purchasers at closing.

G. Contracts Subject to Cancellation by the Association.

Management Contract: The Management Contract between Westbury Condominiums Association, Inc. and Ridgemont Corporation (the "Manager") is attached as Exhibit E. The management contract is for a term of one year beginning with the first conveyance of a Unit to a Unit Owner other than the Declarant and is terminable on 90 days' notice by either party. During the term of the contract, the Manager will perform the duties listed in Section 2 of the contract for a fee of \$15.00 per Unit per month.

Each purchaser is affected by the contract in that the contract is a contract with the Manager permitting it to manage and operate the Common Interest Community at its own discretion, based upon service and maintenance standards in the contract.

Ridgemont Corporation is owned by the same individuals who control the Declarant.

5. BUDGET.

A copy of the projected budget for the Association for one (1) year after the assumed date of the first conveyance to a Unit purchaser is attached to this Public Offering Statement as Exhibit F. This budget was prepared by the Declarant and is based upon an assumed 100% occupancy rate. All estimates are in current 1988 dollars, unadjusted for possible inflation.

Also attached to this Public Offering Statement as Exhibit F-1 is the projected monthly Common Expense assessment for each type of Unit.

6. SERVICES NOT REFLECTED IN THE BUDGET.

The Declarant is not providing any services or paying any expenses with regard to the Common Interest Community, as described in the Declaration, which are not reflected in the budget and which the Declarant expects may become at any subsequent time a Common Expense of the Association.

7. INITIAL OR SPECIAL FEES.

Pursuant to the Agreement of Purchase and Sale signed by each Unit purchaser, a working capital contribution in an amount equal to two (2) months Common Expense assessments, determined in accordance with the budget then in effect, will be due from each Unit purchaser at the closing of title. Any amount paid into this fund will not be considered as advance payments of regular assessments for Common Expenses. This fund will be held by the Declarant in escrow, at passbook interest, until a majority of the Executive Board elected by the Unit Owners takes office. Within thirty (30) days after such date, such escrow fund will be paid over to the Association to capitalize its operating funds.

8. LIENS, DEFECTS OR ENCUMBRANCES.

Title to the Property and each Unit is currently subject to the following, in addition to the Declaration:

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

B. Any state of facts an accurate survey or personal inspection of the Property may reveal.

C. Taxes due to the Town of West Hartford, including any reassessment or reallocation resulting from the creation of the Common Interest Community which become due and payable after the date of delivery of the Unit deed.

D. Variance between driveway and slab and southerly property line.

E. Rights of tenants in possession are more specifically described in Section 19 of this Public Offering Statement.

F. Open end mortgage from Kingswood West Associates Limited Partnership to United Bank and Trust Company in the original principal amount of Six Million Four Hundred Thousand Dollars (\$6,400,000.00) dated May 6, 1988 and recorded in Volume 1308 at Page 266 of the West Hartford land records. This instrument will be subordinated to the Declaration and will be partially released as to each Unit at the closing for that Unit.

G. Collateral assignment of leases and rents from Kingswood West Associates Limited Partnership to United Bank and Trust Company dated May 6, 1988, and recorded in Volume 1308 at Page 329 of the West Hartford land records. This assignment will be subordinated to the Declaration and will be partially released as to each Unit at the closing for that Unit.

H. UCC-1 Financing Statement from Kingswood West Associates Limited Partnership to United Bank and Trust Company securing all equipment and personal property. This will be partially released as to each Unit at the closing for that Unit.

9. FINANCING.

The Declarant does not offer and has not arranged any financing in connection with the purchase of the Unit in the Common Interest Community.

10. WARRANTIES

A. Statutory Warranties provided by the Act, as set forth in Chapter 828 of the Connecticut General Statutes, are as follows:

(1) Express Warranties of Quality.

"Sec. 47-274. (a) Express warranties made by any seller to a purchaser of a unit, if relied on by the purchaser, are created as follows:

(1) Any affirmation of fact or promise which relates to the unit, its use, or rights appurtenant thereto, area improvements to the common interest community that would directly benefit the unit, or the right to use or have the benefit of facilities not located in the common interest community, creates

an express warranty that the unit, area improvements and related rights and uses will conform to the affirmation or promise;

(2) Any model or description of the physical characteristics of the common interest community, including plans and specifications of or for improvements, creates an express warranty that the common interest community will substantially conform to the model or description;

(3) Any description of the quantity or extent of the real property comprising the common interest community, including surveys, creates an express warranty that the common interest community will conform to the description, subject to customary tolerances; and

(4) A provision that a purchaser may put a unit only to a specified use is an express warranty that the specified use is lawful.

(b) Neither formal words, such as "warranty" or "guarantee", nor a specific intention to make a warranty, are necessary to create an express warranty of quality, but a statement purporting to be merely an opinion or commendation of the real property or its value does not create a warranty.

(c) Any conveyance of a unit transfers to the purchaser all express warranties of quality made by previous sellers only to the extent such a conveyance would transfer warranties pursuant to chapter 827."

(2) Implied Warranties of Quality.

"Sec. 47-275. (a) A declarant warrants to a purchaser that a unit will be in at least as good condition at the earlier of the time of the conveyance or delivery of possession as it was at the time of contracting, reasonable wear and tear excepted.

(b) A declarant impliedly warrants to a purchaser that a unit and the common elements in the common interest community are suitable for the ordinary uses of real property of its type and that any improvements made or contracted for by him, or made by any person before the creation of the common interest community, will be: (1) Free from defective materials; and (2) constructed in accordance with applicable law, according to sound engineering and construction standards, and in a workmanlike manner.

(c) In addition, a declarant warrants to a purchaser of a unit that may be used for residential use that an existing use, continuation of which is contemplated by the parties, does not

violate applicable law at the earlier of the time of conveyance or delivery of possession.

(d) Warranties imposed by this section may be excluded or modified as specified in Section 47-276.

(e) For purposes of this section, improvements made or contracted for by an affiliate of a declarant are made or contracted for by the declarant.

(f) Any conveyance of a unit transfers to the purchaser all of the declarant's implied warranties of quality only to the extent such a conveyance would transfer warranties pursuant to chapter 827.

(g) The warranties provided to a purchaser by a declarant pursuant to this section with respect to common elements shall also extend to the association."

(3) Exclusion or Modification of Implied Warranties of Quality.

"Sec. 47-276. (a) Except as limited by subsection (b) of this section with respect to a purchaser of a unit that may be used for residential use, implied warranties of quality: (1) May be excluded or modified by agreement of the parties; and (2) are excluded by expression of disclaimer, such as "as is", "with all faults," or other language that in common understanding calls the purchaser's attention to the exclusion of warranties.

(b) With respect to a purchaser of a unit that may be occupied for residential use, no general disclaimer of implied warranties of quality is effective, but a declarant may disclaim liability in an instrument signed by the purchaser for a specified defect or class of defects or specified failure to comply with applicable law, if the defect or failure entered into and became a part of the basis of the bargain.

(4) Statute of Limitation for Warranties.

"Sec. 47-277. (a) A judicial proceeding for breach of any obligation arising under Section 47-274 or 47-275 shall be commenced within three years after the cause of action accrues.

(b) Subject to subsection (c) of this section, a cause of action for breach of warranty of quality, regardless of the purchaser's or association's lack of knowledge of the breach, accrues: (1) As to a unit, at the time the purchaser to whom the warranty is first made enters into possession if a possessory interest was conveyed or at the time of acceptance of the instrument of conveyance if a nonpossessory interest was

conveyed; and (2) as to each common element, at the time the common element is completed and first used by a bona fide purchaser.

(c) If a warranty of quality explicitly extends to future performance or duration of any improvement or component of the common interest community, the cause of action accrues as the time the breach is discovered or at the end of the period for which the warranty explicitly extends, whichever is earlier.

B. A second statutory warranty is found in Chapter 827 of the Connecticut General Statutes and is as follows:

"Sec. 47-116. Definitions: As used in this chapter, unless the context otherwise requires: "Improvement" means any newly constructed single family dwelling unit, any conversion condominium unit being conveyed by the declarant and any fixture or structure which is made a part thereof at the time of construction or conversion by any building contractor, subcontractor or declarant; "purchaser" means the original buyer, his heirs or designated representatives, of any improved real estate; "real estate" means any fee simple estate; and "vendor" means any person engaged in the business of erecting or creating an improvement on real estate, any declarant of a conversion condominium, or any person to whom a completed improvement has been granted for resale in the course of his business.

"Sec. 47-117. Express warranties. (a) Express warranties by a vendor are created as follows: (1) Any written affirmation of fact or promise which relates to the improvement and is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms to such affirmation or promise; (2) any written description of the improvement, including plans and specifications thereof which is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty, that the improvement conforms to such description; and (3) any sample or model which is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms substantially to such sample or model.

"(b) No formal words, such as "warranty" or "guarantee", nor any specific intention to make a warranty shall be necessary to create an express warranty, provided a simple affirmation of the value of the improvement or a statement purporting to be an opinion or commendation of the improvement shall not of itself create such a warranty.

"(c) No words in the contract of sale or the deed, nor merger of the contract of sale into such deed shall exclude or modify any express warranty made pursuant to subsection (a) of this section. Such warranty may, at any time after the execution of the contract of sale, be excluded or modified wholly or partially by any written instrument, signed by the purchaser, setting forth in detail the warranty to be excluded or modified, the consent of the purchaser to such exclusion or modification and the terms of the new agreement.

"(d) An express warranty shall terminate: (1) In the case of an improvement completed at the time of the delivery of the deed to the purchaser, one year after the delivery or one year after the taking of possession by the purchaser, whichever occurs first; and (2) in the case of an improvement not completed at the delivery of the deed to the purchaser, one year after the date of the completion or one year after taking of possession by the purchaser, whichever occurs first.

"Sec. 47-118. Implied Warranties. (a) In every sale of an improvement by a vendor to a purchaser, except as provided in subsection (b) of this section or excluded or modified pursuant to subsection (d), warranties are implied that the improvement is: (1) Free from faulty materials; (2) constructed according to sound engineering standards; (3) constructed in a workmanlike manner, and (4) fit for habitation, at the time of the delivery of the deed to a completed improvement, or at the time of completion of an improvement not completed when the deed is delivered.

"(b) The implied warranties of subsection (a) of this section shall not apply to any condition that an inspection of the premises would reveal to a reasonably diligent purchaser at the time the contract is signed.

(c) If the purchaser, expressly or implicitly, makes known to the vendor the particular purpose for which the improvement is required, and it appears that the purchaser relies on the vendor's skill and judgment, there is an implied warranty that the improvement is reasonably fit for the purpose.

"(d) Neither words in the contract of sale, nor the deed, nor merger of the contract of sale into the deed is effective to exclude or modify any implied warranty; provided, if the contract of sale pertains to an improvement then completed, an implied warranty may be excluded or modified wholly or partially by a written instrument, signed by the purchaser, setting forth in detail the warranty to be excluded or modified, the consent of the purchaser to exclusion or modification, and the terms of the new agreement with respect to it.

"(e) The implied warranties created in this section shall terminate: (1) In the case of an improvement completed at the time of the delivery of the deed to the purchaser, one year after the delivery or one year after the taking of possession by the purchaser, whichever occurs first; and (2) in the case of an improvement not completed at the time of delivery of the deed to the purchaser, one year after the date of the completion or one year after taking of possession by the purchaser, whichever occurs first.

"Sec. 47-119. Vendor Not to Evade by Intermediate Transfer. Any vendor who conveys an improvement to an intermediate purchaser to evade the provisions of this chapter shall be liable to the subsequent purchaser as if the subsequent conveyance had been effectuated by the vendor to the subsequent purchaser.

"Sec. 47-120. Warranties Created By Chapter 827 Additional to Any Other Warranties. The warranties created in this chapter shall be in addition to any other warranties created or implied by law."

C. A third statutory warranty is found in Section 47-121 of the Connecticut General Statutes and is as follows:

"Sec. 47-121. Implied warranty with certificate of occupancy. Subject to the provisions of Section 29-265, the issuance by the building department of any municipality of a certificate of occupancy for any newly constructed single-family dwelling shall carry an implied warranty to the purchaser of such dwelling from the vendor who constructed it that such vendor has complied with the building code or the customary application and interpretation of the building code of such municipality. No action shall be brought on such implied warranty but within three years next from the date of the issuance of such certificate of occupancy."

- (a) NO WARRANTIES ARE MADE AS TO THE CONDITION OF ANY HOT WATER HEATER, AIR CONDITIONER, KITCHEN EQUIPMENT OR APPLIANCE OR OTHER ITEMS CONSIDERED CONSUMER PRODUCTS UNDER THE MAGNUSEN-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT.
- (b) IMPROVEMENTS AND APPLIANCES INSTALLED BY DECLARANT AT THE BUYER'S REQUEST AND EXPENSE, IF ANY, SHALL BE COVERED BY THE MANUFACTURER'S OR CONTRACTOR'S WARRANTY, IF ANY.
- (c) THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OR HEALTH OF ANY SHRUBS, TREES OR PLANTINGS LOCATED ON THE AREAS SURROUNDING THE BUILDINGS.

- (d) WITH RESPECT TO IMPROVEMENTS COMPLETED AS OF THE DATE OF THE AGREEMENT OF PURCHASE AND SALE, THE DECLARANT EXCLUDES THE IMPLIED WARRANTY OF SECTION 47-118(a) THAT SUCH IMPROVEMENTS ARE: (1) FREE FROM FAULTY MATERIALS; (2) CONSTRUCTED ACCORDING TO SOUND ENGINEERING STANDARDS; (3) CONSTRUCTED IN A WORKMANLIKE MANNER; AND (4) FIT FOR HABITATION.
- (e) THE DECLARANT EXCLUDES THE IMPLIED WARRANTY OF SECTION 47-275(b) THAT ANY IMPROVEMENTS MADE BY ANY PERSON BEFORE THE CREATION OF THE COMMON INTEREST COMMUNITY, INCLUDING WITHOUT LIMITATION, THE IMPROVEMENTS DESCRIBED IN THE ENGINEERING REPORT ATTACHED TO THIS PUBLIC OFFERING STATEMENT, WILL BE: (1) FREE FROM DEFECTIVE MATERIALS; AND (2) CONSTRUCTED IN ACCORDANCE WITH APPLICABLE LAW, ACCORDING TO SOUND ENGINEERING AND CONSTRUCTION STANDARDS, AND IN A WORKMANLIKE MANNER.

NO ADDITIONAL EXPRESS OR IMPLIED WARRANTIES, UNLESS REQUIRED BY LAW, ARE MADE BY THE DECLARANT.

11. PURCHASER'S CANCELLATION RIGHTS AND REMEDIES.

Within fifteen (15) days after receipt of this Public Offering Statement, a Unit purchaser, before conveyance, may cancel any contract for purchase of a Unit from a Declarant.

If a Declarant fails to provide a Public Offering Statement to a purchaser before conveying a Unit, that Unit purchaser may recover from the Declarant 10% of the sale price of the Unit plus 10% of the share, proportionate to his or her Common Expense liability, of any indebtedness of the Association secured by Security Interests encumbering the Common Interest Community.

12. UNSATISFIED JUDGMENTS OR PENDING SUITS.

At the time of this Public Offering Statement, there are no unsatisfied judgments or pending suits against the Association or material to the Common Interest Community of which the Declarant has actual knowledge.

13. ESCROW OF DEPOSITS.

Any deposit made in connection with the purchase of a Unit will be held in an escrow account until closing and will be returned to the purchaser if the purchaser cancels the contract pursuant to Section 47-271 of the Connecticut General Statutes.

The name and address of the Escrow Agent is as follows:

Blume & Elbaum
Attorneys at Law
50 Columbus Boulevard
Hartford, Connecticut 06106

The Escrow Agent is the law firm currently representing the Declarant.

14. RESTRAINTS AND RESTRICTIONS.

a. The following use restrictions apply to all Units and to the Common Elements:

(1) Each Residential Unit is restricted to residential use as a single-family residence, including home professional pursuits permitted by applicable zoning regulations and not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. Nevertheless, a prior deed transferring the property restricts the use of the property to residential purposes only, and some person may claim use of the premises for home professional pursuits may violate that restriction even though permitted by the zoning regulations. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family is defined as any number of persons related by blood or marriage living and cooking together as a single housekeeping unit with a single kitchen in the same dwelling or not more than three (3) persons not related by blood or marriage living and cooking together as a single housekeeping unit with a single kitchen. In no event shall a Unit be occupied by more than two (2) persons per bedroom.

Notwithstanding the foregoing restrictions, so long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees can maintain any Unit owned by the Declarant, or by any other person with whom Declarant may reach an agreement, or any portion of the Common Elements, as a model Unit or sales office. Declarant also can maintain management offices, signs and displays, and advertising in the Common-Interest Community.

15. INSURANCE COVERAGE.

The following is only a general description of the initial policies.

Fire, extended coverage, etc. Coverage of at least \$6,400,000 will be provided for all buildings, including:

- (a) The Common Elements;
- (b) The Units and all fixtures, equipment and any improvements and betterments whether part of a Unit or a Common Element, but excluding land, excavations and the like;
- (c) Such personal property of the Unit Owners as is normally insured under building coverage; and
- (d) All personal property owned by the Association.

Boiler Insurance. Boiler insurance will be provided for at least \$1,000,000 for damage caused by the explosion or collapse of the boilers.

Liability. Liability insurance, including medical payments insurance, for at least \$1,000,000 insuring the Association and each Unit Owner with respect to liability arising out of or in connection with the use, ownership or maintenance of the Common Elements. However, a Unit Owner will not be insured against liability for accidents which are the Unit Owner's own fault, such as may occur within his or her Unit or Limited Common Elements, or for accidents with respect to which liability does not arise out of or in connection with the use, ownership or maintenance of the Common Elements.

For more details see Articles XXII and XXIII of the Declaration.

You are urged to study these provisions and to consult with your own insurance advisor to assure yourself that you are aware of the extent of coverage provided by the Master Insurance Policy and to make arrangements for appropriate additional coverage, if additional coverage is necessary.

16. FEES AND CHARGES FOR USE OF COMMON ELEMENTS.

Except for the Common Expense assessments described in Article XIX of the Declaration, the Declarant does not anticipate that any additional fees or charges are to be paid by Unit Owners for the use of the Common Elements and other facilities related to the Common Interest Community.

However, the Executive Board has the authority to impose other charges for the use, rental or operation of Common Elements, other than certain Limited Common Elements, in accordance with Subsection 25.2(1) of the Declaration.

17. FINANCIAL ARRANGEMENTS FOR COMPLETION OF IMPROVEMENTS.

The Declarant has entered into a line of credit arrangement with United Bank & Trust Company to finance the cost of the improvements and repairs to the buildings and property which are described in paragraph 2I of this Public Offering Statement.

18. ZONING AND OTHER LAND USE REQUIREMENTS.

The property is located within the R-6 zone. The R-6 zone of the Town of West Hartford permits single-family dwellings and uses accessory thereto. The multi-family buildings, however, are valid non-conforming uses. Certificates of Occupancy have been issued for all residential buildings.

19. UNUSUAL AND MATERIAL CIRCUMSTANCES.

In addition to the unusual and material circumstances, features or characteristics or the Common Interest Community and the Units disclosed elsewhere in this Public Offering Statement, the Declarant discloses the following:

A. Conversion Common Interest Community. This Common Interest Community contains conversion Units and includes tenants who occupied these dwelling units both before and after said units were offered for sale as part of the Common Interest Community, or both before and after the Common Interest Community was created ("Conversion Tenants").

Although the Act requires no specific disclosures as to Conversion Tenants, the rights of such tenants constitute unusual and material circumstances relating to the Common Interest Community which require disclosure.

Under the Act, if a dwelling unit was occupied within nine (9) months prior to the conversion date by a tenant who was required to vacate by virtue of termination of his or her lease, coupled with a Notice to Quit, rather than for cause, such tenant or tenants ("Pre-Conversion Tenants") will receive certain Conversion Tenant benefits.

Many of the Units are occupied by Conversion Tenants, and some vacant Units may have been occupied by Pre-Conversion Tenants during the nine (9) month period prior to the conversion date.

The Act gives Conversion and Pre-Conversion Tenants specific rights which may survive the transfer of title to Unit purchasers. A summary of those rights is as follows:

(1) Conversion Tenants and Pre-Conversion Tenants are entitled to the right to written notice of conversion of their dwelling units to the Common Interest form of ownership (the "Conversion Notice").

(2) A Conversion Tenant cannot be evicted or required to vacate his or her Unit until at least nine (9) months the Conversion Notice is given to the Conversion Tenant or until the expiration date of the Conversion Tenant's existing lease, whichever is later (the "Transition Period"). A Conversion Tenant may be required to vacate for failure to pay rent, or for any other legal reasons bearing upon nuisance or material violations of a rental agreement. However, such reasons do not include the expiration of a lease by lapse of time.

(3) Conversion Tenants and Pre-Conversion Tenants have the exclusive right to purchase their Units during the first ninety (90) days after receipt of the Conversion Notice based upon the terms of an offer to convey which the Declarant is required to make. If a Conversion or Pre-Conversion Tenant fails to accept the Declarant's offer, the Unit cannot be offered to third parties on more favorable terms for the following nine (9) months.

(4) A Conversion Tenant can terminate any existing lease and abandon his or her Unit at any time during the Transition Period on thirty (30) days notice to the Declarant.

(5) Certain Conversion and Pre-Conversion Tenants whose household incomes are less than \$21,000 if unmarried, or \$25,000 if married, have a right to relocation payments from the Declarant in the amount of two (2) month's rent or One Thousand Dollars (\$1,000.00), whichever is greater. If a qualified tenant executes a lease in excess of a year after the Conversion Notice is received, the lease may provide for a waiver of this payment. The Declarant is obligated to make this relocation payment and must do so within ten (10) days after the tenant vacates.

(6) During the Transition Period, a Conversion Tenant's rent cannot be increased for any reason, and when the Transition Period ends can be increased only by a "fair and equitable" amount as defined and regulated by the Act.

(7) During the period between expiration of any lease and the end of the Transition Period, both Declarant and tenant must comply with the substantive provisions of the expired lease.

In addition, tenants who are either: (a) 62 years of age or older, or are permanently residing with a spouse, sibling, parent or grandparent who is 62 years of age or older; (b) blind; or (c)

physically disabled; ("Protected Tenants") may never be evicted except for limited reasons specified by the Act, and their rent may not be increased, even after the Transition Period ends, unless that increase is "fair and equitable" as defined by statute.

The rights of Conversion Tenants, Pre-Conversion Tenants or Protected Tenants may significantly affect a purchaser's rights or influence a purchaser's decision with respect to the purchase of a particular Unit. THE DESCRIPTION OF THESE RIGHTS IN THIS PUBLIC OFFERING STATEMENT IS ONLY A SUMMARY. SPECIFIC RIGHTS AND OBLIGATIONS CAN ONLY BE DEFINED UPON THE ADVICE OF EACH PURCHASER'S LEGAL COUNSEL.

B. Fair Rent Commission. Pursuant to § 7-148b of the Connecticut General Statutes, the Town of West Hartford has established a fair rent commission to make studies and investigations, conduct hearings and receive complaints relative to rental charges and housing accommodations in order to control and eliminate excessive rental charges on such accommodations.

C. Declarant's Right of First Refusal of Purchased Unit. Should a Unit owner desire to sell his Unit for the first eighteen (18) months after the closing on his Unit or until such time as the Declarant has sold all of the Units to be offered for sale, whichever occurs first, the Unit Owner is required to give to the Declarant no less than thirty (30) days prior written notice of the terms of any contemplated sale, together with the name and address of the proposed purchaser. The Declarant shall have the first right and option to purchase upon the same terms, which options will be exercisable for a period of thirty (30) days following the date of receipt of such notice. If such notice is not exercised by Declarant within thirty (30) days, the Unit Owner may at the expiration of said period and at any time within ninety (90) days after the expiration of said period contract or sell the Unit to the proposed purchaser named in such notice upon the terms specified herein. Upon the transfer of the Unit to such purchaser, the Unit owner shall cause his attorney to certify to the Declarant that such transfer was upon the same terms specified in the notice given to the Declarant. If Declarant does not exercise his option, Declarant at Unit Owner's request will execute a certificate that it will not exercise its option to purchase provided the Unit Owner abides by the terms of this paragraph. This paragraph shall be binding upon the Unit Owner and his successors, assigns and transferees. His right of first refusal will not impair the right to the mortgagee of the Unit owner to (a) foreclose or take title to the Unit pursuant to the remedies provided in the mortgage, (b) accept a deed or assignment in lieu of foreclosure in the event of default by mortgage or, (c) sell or lease of Unit acquired by the mortgagee.

20. MAXIMUM NUMBER OF UNITS.

The maximum number of units is seventy-two (72). There are 21 units per acre.

21. NUMBER OF UNITS RESTRICTED EXCLUSIVELY TO RESIDENTIAL USE.

No Units that may be created will be restricted exclusively to residential use.

22. MAXIMUM PERCENTAGE OF THE REAL PROPERTY AREAS AND THE FLOOR AREAS OF ALL UNITS THAT MAY BE CREATED THAT ARE NOT RESTRICTED EXCLUSIVELY TO RESIDENTIAL USE.

All Units are restricted to use as single-family residences including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, storage, trash and permitted by the applicable zoning laws of the Town of West Hartford. For that reason, 100% of the real property and 100% of the floor areas of all the Units that may be created are not restricted exclusively to residential use.

The Declarant may use the Units for certain sales and management purposes pursuant to the rights reserved in the Declaration.

23. DEVELOPMENT RIGHTS AND CONDITIONS OR LIMITATIONS ON EXERCISE.

The following is a brief narrative description of the Development Rights reserved by the Declarant in the Declaration and of the conditions relating to and the limitations on their exercise.

A. Development Rights. The Declarant has reserved the right to allocate twelve (12) parking spaces as shown on the survey to certain units as limited common elements for the exclusive use of those units.

If the Declarant fails to or only partially exercises the above mentioned reserved right to allocate the twelve (12) parking spaces as Limited Common Elements to certain Units for their exclusive use, those parking spaces not so allocated will remain as Common Elements of the Common Interest Community unless and until, at some later date, the Association votes to change their status to Limited Common Elements for the exclusive use of certain Units.

B. Conditions and Limitations. The Development Rights reserved by the Declarant are subject to the following conditions or limitations:

(1) The Development Rights may be exercised at any time, but not more than seven (7) years after the recording of the Declaration. The Declarant, by a recorded instrument, may terminate some or all of the Development Rights prior to the expiration of this seven (7) year period.

(2) No Development Rights may be exercised unless approved pursuant to Section 18.5 of the Declaration.

(3) No assurances are made by the Declarant as to whether the Declarant will exercise its Development Rights, or the order in which such rights will be exercised, or whether all of the rights will be exercised. The exercise of any reserved Development Right will not obligate the Declarant to exercise all reserved Development Rights.

24. MAXIMUM EXTENT TO WHICH EACH UNIT'S ALLOCATED INTERESTS MAY BE CHANGED BY THE EXERCISE OF ANY DEVELOPMENT RIGHT.

The Allocated Interests of each existing Unit have been calculated using the following formulas:

- (a) Undivided Interest in the Common Elements and Liability for Common Expenses. Ninety four and fifty-two one hundredths (94.52%) percent of the undivided interest in the Common Elements and ninety four and fifty-two one hundredths (94.52%) percent of the liability for Common Expenses have been allocated to the Residential Units in the multi-family buildings as a group. Forty-eight one hundredths (.48%) percent of the undivided interest in the Common Elements and forty-eight one hundredths (.48%) percent of the liability for Common Expenses have been allocated to the single family house. The other five (5%) percent of the undivided interest in the Common Elements and the other five (5%) percent of the liability for Common Expenses has been allocated to the Garage Units as a group. As to the ninety four and fifty-two hundredths (94.52%) percent so allocated to the Residential Units in the multi-family buildings, among such Residential Units, both the percentage of the undivided interest in the Common Elements and the percentage of liability for Common Expenses allocated to each Residential Unit are based on the relative floor area of each Residential Unit as compared to the floor area of all the

Residential Units in the common interest community. As to the forty-eight one hundredths (.48%) percent of the undivided interest in the Common Elements and the percentage of liability for Common Expenses allocated to the single-family house, special consideration was given to the circumstance that the house is a self-contained Unit. The owner of the house will be responsible for the payment of all utility, heating and water charges and will not benefit from most of the expenses and replacement costs attributable to the multi-family buildings. Accordingly, the allocations for the house are not based on the relative floor area of the house as compared to the floor area of all of the Residential Units in the common interest community. As to the five (5%) percent of the undivided interest in the Common Elements and the five (5%) percent liability for Common Expenses allocated to the Garage Units, the percentage is allocated to each Garage Unit equally based on the total number of Garage Units.

- (b) Votes. Each Residential Unit in the Common Interest Community shall have one equal vote. No votes are allocated to the Garage Units.

The exercise of any Development Right will not affect the percentage of allocated interest referred to above or the votes referred to above.

25. COMPATIBILITY OF BUILDINGS OR OTHER IMPROVEMENTS TO EXISTING BUILDINGS AND IMPROVEMENTS.

No additional buildings will be erected in the Common Interest Community.

26. GENERAL DESCRIPTION OF OTHER IMPROVEMENTS AND LIMITED COMMON ELEMENTS THAT MAY BE CREATED PURSUANT TO ANY DEVELOPMENT RIGHT.

All parking spaces that may be added to Limited Common Elements are shown on the Survey.

27. LIMITATIONS AS TO THE LOCATIONS OF ANY BUILDING OR OTHER IMPROVEMENT THAT MAY BE MADE.

No additional buildings or other Improvements will be erected in the Common Interest Community.

28. SIMILARITY OF LIMITED COMMON ELEMENTS CREATED PURSUANT TO ANY DEVELOPMENT RIGHT TO LIMITED COMMON ELEMENTS WITHIN OTHER PARTS OF THE COMMON INTEREST COMMUNITY.

No assurances are made that any Limited Common Elements created pursuant to any Development Right reserved by the Declarant will be of the same general types and sizes as the Limited Common Elements within other parts of the Common Interest Community.

29. EQUALITY OF PROPORTION OF LIMITED COMMON ELEMENTS TO UNITS CREATED PURSUANT TO ANY DEVELOPMENT RIGHT TO THE PROPORTION EXISTING IN OTHER PARTS OF THE COMMON INTEREST COMMUNITY.

No assurances are made that any Limited Common Elements created pursuant to any Development Right reserved by the Declarant will be of the same general types and sizes as the Limited Common Elements within other parts of the Common Interest Community.

30. APPLICABILITY OF RESTRICTIONS IN THE DECLARATION AFFECTING USE, OCCUPANCY, AND ALIENATION OF UNITS TO ANY UNITS CREATED PURSUANT TO ANY DEVELOPMENT RIGHTS.

The restrictions in the Declaration regarding the use, occupancy and alienation of Units will apply to all Units in the Common Interest Community.

31. APPLICABILITY OF ASSURANCES MADE IN THE EVENT THAT ANY DEVELOPMENT RIGHT IS NOT EXERCISED BY THE DECLARANT.

Any assurances made in this Public Offering Statement are applicable whether or not any Development Right is exercised by the Declarant.

32. TIME SHARE RESTRICTIONS.

Time-sharing, as defined in Chapter 734b of the Connecticut General Statutes, is prohibited by the Declaration.

33. ENGINEERING REPORT.

The Declarant has obtained an engineering report describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the four (4) residential buildings. A copy of this report is set forth in Exhibit G attached to this Public Offering Statement. This report should be read carefully. The Declarant has relied on this report and incorporates it as its statement as to the condition of these buildings.

34. CONSTRUCTION, REPAIRS AND USEFUL LIFE OF IMPROVEMENTS.

The engineering report attached as Exhibit G to this Public Offering Statement contains a statement of the approximate dates of construction, installation and the expected remaining useful life of the structural components and mechanical and electrical installations material to the use and enjoyment of the four (4) residential buildings. The Declarant has relied on these reports and adopts them as its statement with respect to these matters. The following major repairs and improvements were completed between June, 1985 and May, 1988:

(i) Installation of independent hot water heating systems in buildings located at 869 Farmington and 20 and 30 Outlook Avenues;

(ii) Installation of digital, temperature control panels for heating systems in buildings located at 869 and 20 and 30 Outlook Avenues;

(iii) Installation of new roof on building located at 30 Outlook Avenue;

(iv) Installation of new trash compactor in building located at 30 Outlook Avenue;

(v) Installation of a new gas-oil combination burner for the heating plant in building located at 20 Outlook Avenue;

(vi) Installation of steel doors with remote controlled electric door openers for all Garage Units;

(vii) Installation of new lobby doors, front doors and canopies for buildings located at 869 Farmington and 20 and 30 Outlook Avenues;

(viii) Wallpapering and painting of hallways and lobbies of buildings located at 869 Farmington and 20 and 30 Outlook Avenues;

(ix) Relandscaping of the entire property;

(x) Refurnishing of the three (3) lobbies;

(xi) Installation of florescent (energy efficient) lights in all hallways and basements.

See paragraph 2I of this Public Offering Statement concerning additional improvements and repairs to be completed by Declarant in 1988.

35. OUTSTANDING NOTICES OF UNCURED VIOLATIONS.

The Declarant has no knowledge of any outstanding notices from the Town of West Hartford of uncured violations of building code or other municipal regulations.

* THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY *
* IN NATURE. A PROSPECTIVE PURCHASER SHOULD RE- *
* FER TO THE ENTIRE SET OF DISCLOSURE MATERIALS *
* AND HIS PURCHASE CONTRACT. ALL DISCLOSURE *
* MATERIALS AND CONTRACTS ARE IMPORTANT DOCU- *
* MENTS, AND IF NOT UNDERSTOOD, THE PROSPECTIVE *
* PURCHASER SHOULD SEEK COMPETENT ADVICE. *

Declarant, Kingswood West
Associates Limited Partnership

By 
Its General Partner

Westb-2.16d

EXHIBIT A

DECLARATION OF
WESTBURY CONDOMINIUMS
WEST HARTFORD, CONNECTICUT

TABLE OF CONTENTS

	<u>Page</u>
<u>ARTICLE I - DEFINITIONS</u>	1
Section 1.1 - Act	1
Section 1.2 - Allocated Interests	1
Section 1.3 - Association	1
Section 1.4 - Bylaws	1
Section 1.5 - Common Elements	2
Section 1.6 - Common Expenses	2
Section 1.7 - Common Interest Community	2
Section 1.8 - Declarant	2
Section 1.9 - Declaration	2
Section 1.10 - Development Rights	2
Section 1.11 - Director	2
Section 1.12 - Documents	2
Section 1.13 - Eligible Insurer	2
Section 1.14 - Eligible Mortgagee	3
Section 1.15 - Executive Board	3
Section 1.16 - Improvements	3
Section 1.17 - Land	3
Section 1.18 - Limited Common Elements	3
Section 1.19 - Notice and Comment	3
Section 1.20 - Notice and Hearing	4
Section 1.21 - Person	4
Section 1.22 - Plans	4
Section 1.23 - Property	4
Section 1.24 - Rules	4
Section 1.25 - Security Interest	4
Section 1.26 - Survey	5
Section 1.27 - Unit	5
Section 1.28 - Unit Owner	5
Section 1.29 - Votes	5

<u>ARTICLE II - NAME AND TYPE OF COMMON INTEREST COMMUNITY AND ASSOCIATION</u>	5
Section 2.1 - Common Interest Community	5
Section 2.2 - Association	6
<u>ARTICLE III - DESCRIPTION OF LAND</u>	6
<u>ARTICLE IV - MAXIMUM NUMBER OF UNITS, IDENTIFICATION AND BOUNDARIES</u>	6
Section 4.1 - Number of Units	6
Section 4.2 - Identification of Units	6
Section 4.3 - Boundaries	6
<u>ARTICLE V - LIMITED COMMON ELEMENTS</u>	7
<u>ARTICLE VI - MAINTENANCE, REPAIR AND REPLACEMENT</u>	9
Section 6.1 - Common Elements	9
Section 6.2 - Units	9
Section 6.3 - Limited Common Elements	9
Section 6.4 - Access	9
Section 6.5 - Repairs Resulting from Negligence	10
<u>ARTICLE VII - SUBSEQUENTLY ALLOCATED LIMITED COMMON ELEMENTS</u> .	10
<u>ARTICLE VIII - DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS</u>	11
Section 8.1 - Reservation of Development Rights	11
Section 8.2 - Limitations on Development Rights	11
Section 8.3 - Special Declarant Rights	11
Section 8.4 - Models, Sales Offices, Rental Offices, and Management Offices	12
Section 8.5 - Construction; Declarant's Easement	12
Section 8.6 - Signs and Marketing	12
Section 8.7 - Declarant's Personal Property	13
Section 8.8 - Declarant Control of the Association	13
Section 8.9 - Limitations on Special Declarant Rights ..	14
Section 8.10 - Interference with Special Declarant Rights	14
<u>ARTICLE IX - ALLOCATED INTERESTS</u>	15
Section 9.1 - Allocation of Interests	15
Section 9.2 - Formulas for the Allocation of Interests	15
<u>ARTICLE X - RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY</u>	17
Section 10.1 - Use and Occupancy Restrictions	17
Section 10.2 - Restrictions on Alienation	18

<u>ARTICLE XI - EASEMENTS AND LICENSES</u>	20
<u>ARTICLE XII - ALLOCATION AND REALLOCATION OF LIMITED COMMON ELEMENTS</u>	20
Section 12.1 - Allocation of Limited Common Elements Not Previously Allocated	20
Section 12.2 - Reallocation of Depicted Limited Common Elements	20
<u>ARTICLE XIII - ADDITIONS, ALTERATIONS AND IMPROVEMENTS</u>	21
Section 13.1 - Additions, Alterations and Improvements by Unit Owners	21
Section 13.2 - Additions, Alterations and Improvements by Executive Board	23
<u>ARTICLE XIV - RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS</u>	23
Section 14.1 - Application and Amendment	23
Section 14.2 - Recording Amendments	24
<u>ARTICLE XV - AMENDMENTS TO DECLARATION</u>	24
Section 15.1 - General	24
Section 15.2 - Limitation of Challenges	25
Section 15.3 - Recordation of Amendments	25
Section 15.4 - When Unanimous Consent Required	25
Section 15.5 - Execution of Amendments	26
Section 15.6 - Special Declarant Rights	26
Section 15.7 - Consent of Holders of Security Interests .	26
Section 15.8 - Development Rights Amendments	26
<u>ARTICLE XVI - AMENDMENTS TO BYLAWS</u>	27
<u>ARTICLE XVII - TERMINATION</u>	27
<u>ARTICLE XVIII - MORTGAGEE PROTECTION</u>	27
Section 18.1 - Introduction	27
Section 18.2 - Percentage of Eligible Mortgages	27
Section 18.3 - Notice of Actions	28
Section 18.4 - Consent Required	28
Section 18.5 - Development Rights	32
Section 18.6 - Inspection of Books	32
Section 18.7 - Financial Statements	33
Section 18.8 - Enforcement	33
Section 18.9 - Attendance at Meetings	33
<u>ARTICLE XIX - ASSESSMENT AND COLLECTION OF COMMON EXPENSES</u> ...	33
Section 19.1 - Definition of Common Expenses	33
Section 19.2 - Apportionment of Common Expenses	34

Section 19.3 - Common Expenses Attributable to Fewer Than all Units	34
Section 19.4 - Lien	35
Section 19.5 - Budget Adoption and Ratification	37
Section 19.6 - Ratification of Non-budgeted Common Expense Assessments	38
Section 19.7 - Certificate of Payment of Common Expense Assessments	38
Section 19.8 - Monthly Payment of Common Expenses	38
Section 19.9 - Acceleration of Common Expense Assessments	38
Section 19.10- Commencement of Common Expense Assessments	39
Section 19.11- No Waiver of Liability for Common Expenses	39
Section 19.12- Personal Liability of Unit Owners	39
<u>ARTICLE XX - RIGHT TO ASSIGN FUTURE INCOME</u>	39
<u>ARTICLE XXI - PERSONS AND UNITS SUBJECT TO DOCUMENTS</u>	40
Section 21.1 - Compliance with Documents	40
Section 21.2 - Adoption of Rules	40
<u>ARTICLE XXII - INSURANCE</u>	40
Section 22.1 - Coverage	40
Section 22.2 - Property Insurance	41
Section 22.3 - Liability Insurance	43
Section 22.4 - Fidelity Bonds	44
Section 22.5 - Unit Owner Policies	45
Section 22.6 - Workers' Compensation Insurance	45
Section 22.7 - Directors' and Officers' Liability Insurance	45
Section 22.8 - Other Insurance	45
Section 22.9 - Premiums	45
<u>ARTICLE XXIII - DAMAGE TO OR DESTRUCTION OF PROPERTY</u>	45
Section 23.1 - Duty to Restore	45
Section 23.2 - Cost	46
Section 23.3 - Plans	46
Section 23.4 - Replacement of Less Than Entire Property	46
Section 23.5 - Insurance Proceeds	47
Section 23.6 - Certificates by the Executive Board	47
Section 23.7 - Certificates by Attorneys	48
<u>ARTICLE XXIV - RIGHTS TO NOTICE AND COMMENT;</u>	
<u>NOTICE AND HEARING</u>	48
Section 24.1 - Right to Notice and Comment	48
Section 24.2 - Right to Notice and Hearing	49
Section 24.3 - Appeals	49

<u>ARTICLE XXV - EXECUTIVE BOARD</u>	50
Section 25.1 - Minutes of Executive Board Meetings	50
Section 25.2 - Powers and Duties	50
Section 25.3 - Executive Board Limitations	52
<u>ARTICLE XXVI - CONDEMNATION</u>	53
<u>ARTICLE XXVII - MISCELLANEOUS</u>	53
Section 27.1 - Captions	53
Section 27.2 - Gender	53
Section 27.3 - Waiver	53
Section 27.4 - Invalidity	54
Section 27.5 - Conflict	54

DECLARATION OF WESTBURY CONDOMINIUMS

Kingswood West Associates Limited Partnership, a Connecticut limited partnership having an office at 50 Columbus Boulevard, Hartford, Connecticut, hereby submits the real property in the Town of West Hartford, Connecticut described in Schedule A-1, to the provisions of the Common Interest Ownership Act, Chapter 828, of the Connecticut General Statutes, as amended, for the purpose of creating Westbury Condominiums.

ARTICLE I

DEFINITIONS

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

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

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

Section 1.3 - Association. The Westbury Condominiums Association, Inc., a non-stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to Section 47-243 of the Act.

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

Section 1.5 - Common Elements. All portions of the Common Interest Community other than the Units.

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

Section 1.7 - Common Interest Community. Westbury Condominiums.

Section 1.8 - Declarant. Kingswood West Associates Limited Partnership or its successors, as defined in Section 47-202 (12) of the Act.

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

Section 1.10 - Development Rights. The rights reserved by the Declarant under Article VIII of this Declaration to allocate subsequently parking spaces as Limited Common Elements.

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

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

Section 1.13 - Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such

notice shall be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article XVIII.

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

Section 1.15 - Executive Board. The board of directors of the Association.

Section 1.16 - Improvements. Any construction or facilities existing or to be constructed on the Land included in the Common Interest Community, including, but not limited to, buildings, trees and shrubbery, parking areas, roadways, walkways, paving, recreation facilities, utility wires, pipes, and light poles.

Section 1.17 - Land. The land included in the Common Interest Community.

Section 1.18 - Limited Common Elements. A portion of the Common Elements allocated by the Declaration or by the operation of Subsection (2) or (4) of Section 47-221 of the Act for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in this Common Interest Community are described in Article V of this Declaration.

Section 1.19 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or

on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 24.1 of this Declaration.

Section 1.20 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 24.2 of this Declaration.

Section 1.21 - Person. An individual, corporation, business trust, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

Section 1.22 - Plans. The plans filed with this Declaration as Schedule A-4, as they may be amended or supplemented from time to time.

Section 1.23 - Property. The Land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 1.24 - Rules. Rules for the use of Units and Common Elements and for the conduct of Persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration.

Section 1.25 - Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed,

security deed, contract for deed, land sales contract, lease intended as security, assignment of leases or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.26 - Survey. The survey filed with this Declaration as Schedule A-3, as it may be amended or supplemented from time to time.

Section 1.27 - Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.3 of this Declaration.

Section 1.28 - Unit Owner. The Declarant or other Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

Section 1.29 - Votes. The votes allocated to each Unit as shown on Schedule A-2.

ARTICLE II

Name and Type of Common Interest

Community and Association

Section 2.1 - Common Interest Community. The name of the Common Interest Community is Westbury Condominiums. The Common Interest Community is a condominium.

Section 2.2 - Association. The name of the Association is Westbury Condominiums Association, Inc.

ARTICLE III

Description of Land

The Common Interest Community is situated in the Town of West Hartford, Connecticut, and is located on the Land described in Schedule A-1.

ARTICLE IV

Maximum Number of Units,

Identification and Boundaries

Section 4.1 - Number of Units. The Common Interest Community presently contains seventy-two (72) Residential Units and sixty seven (67) Garage Units.

Section 4.2 - Identification of Units. All Units are identified by letter and number and are shown on the Plans.

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

(a) General: Walls, floors, windows, exterior doors opening into common areas and ceilings are designated as boundaries of a Residential Unit. Walls, floors, windows, doors, the inside of the horizontal plane eight feet above the furnished floor, and the inside of the vertical plane between Garage Units are designated as boundaries of a Garage Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials

constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, windows, exterior doors and ceilings are a part of the Common Elements.

(b) Inclusions: Each Unit shall include the spaces and improvements lying within the boundaries described in subsection 4.3(a) above, and shall also contain any pipes, wires, ducts and conduits situated in the perimeter walls of the Unit serving only that Unit.

(c) Exclusions: Except when specifically included by other provisions of Section 4.3, the following are excluded from each Unit. The spaces and Improvements lying outside of the boundaries described in Subsection 4.3(a) above; and all chutes, pipes, flues, ducts, wires, conduits, and other facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to other Units or Common Elements or both.

(d) Inconsistency with Survey and Plans. If this definition is inconsistent with the Survey and Plans, then this definition shall control.

ARTICLE V

Limited Common Elements

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

(a) If any chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column or any other fixture lies outside the

designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element, the use of which is limited to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

(b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside that Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.

(c) Stoops and steps at the entrances to each building, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.

(d) Any space heating, water heating apparatus and air-conditioning apparatus (excluding portable window units owned by Unit Owners) and all electrical switches, television, telephone, and electrical receptacles and light switches serving one Unit exclusively, and Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.

(e) Stairways, the use of which is limited to certain Units as shown on the Plans.

(f) Parking spaces, the use of which is limited to the Units to which they are assigned as shown on Schedule A-2, the Table of Interests if any.

(g) Storage spaces, the use of which is limited to the Units to which they are assigned as shown on Schedule A-2, the Table of Interests.

As to each of the foregoing, a right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee ownership of the Limited Common Elements, however, is vested in all of the Unit Owners.

ARTICLE VI

Maintenance, Repair and Replacement

Section 6.1 - Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

Section 6.2 - Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except the portions thereof to be maintained, repaired or replaced by the Association.

Section 6.3 - Limited Common Elements. Each Unit Owner shall be responsible for the maintenance, repair and replacement of those Limited Common Elements described in Article V Subsection (d) of this Declaration which are appurtenant to such Unit Owner.

Section 6.4 - Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of inspecting Units and correcting

any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, provided that request for entry is made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

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

ARTICLE VII

Subsequently Allocated Limited Common Elements

Those portions of the Common Elements shown as parking spaces on the Survey and not presently allocated as Limited Common Elements may be subsequently allocated as Limited Common Elements in accordance with Section 8.1 and/or Section 12.1 of this Declaration.

ARTICLE VIII

Development Rights and Other Special Declarant Rights

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

(a) The right to allocate as Limited Common Elements not more than twelve (12) parking spaces as shown on the Survey being the parking spaces not already so allocated.

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

(a) The Development Rights may be exercised at any time, but not more than seven (7) years after the recording of the initial Declaration;

(b) Not more than twelve (12) parking spaces may be created and allocated under the Development Rights as Limited Common Elements.

Section 8.3 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community:

(a) To exercise any Development Right reserved in this Declaration;

(b) To maintain sales offices, including offices for a mortgage lender, management offices, models, and signs advertising the Common Interest Community; and

(c) To appoint or remove any officer of the Association or any master association or any Executive Board member during any period of Declarant control subject to the provisions of Section 8.8 of this Declaration.

Section 8.4 - Models, Sales Offices, Rental Offices, and Management Offices. As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model Unit, sales office, rental office, or management office.

Section 8.5 - Construction; Declarant's Easement. The Declarant reserves the right to perform any warranty work, and repairs and construction work, and to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in this Declaration.

Section 8.6 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

Section 8.7 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management and maintenance of the Property that has not been represented as property of the Association. The Declarant reserves the right to remove from the Property any and all goods and improvements used in development and marketing whether or not they have become fixtures.

Section 8.8 - Declarant Control of the Association.

(a) Subject to Subsection 8.8(b): There shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board. The period of Declarant control terminates no later than the earlier of:

(1) sixty (60) days after conveyance of sixty percent of the Units that may be created to Unit Owners other than a Declarant; or

(2) two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business.

The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

(b) Not later than sixty (60) days after conveyance of one-third of the Units that may be created to Unit Owners other than a Declarant, at least one member and not less than one-third of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.

(c) Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

(d) Notwithstanding any provision of this Declaration or the Bylaws to the contrary, the Unit Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 8.9 - Limitations on Special Declarant Rights.

Unless sooner terminated by a recorded instrument executed by the Declarant, any special Declarant Right may be exercised by the Declarant at any time, but not later than seven (7) years after the recording of the initial Declaration. Earlier termination of certain rights may occur by statute.

Section 8.10 - Interference with Special Declarant Rights.

Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special

Declarant Right without the prior written consent of the Declarant.

ARTICLE IX

Allocated Interest

Section 9.1 - Allocation of Interests. The table showing the Unit numbers and Allocated Interests of Units, is attached as Schedule A-2. These interests have been allocated in accordance with the formulas set out in this Article IX.

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

(a) Undivided Interest in the Common Elements. Ninety four and fifty-two one hundredths (94.52%) percent of the undivided interest in the Common Elements has been allocated to the Residential Units in the multi-family buildings as a group, forty-eight one hundredths (.48%) percent has been allocated to the single family house at 44 Outlook Avenue, and five (5%) percent has been allocated to the Garage Units. Among the Residential Units in the multi-family buildings, the percentage of the undivided interest in the Common Elements allocated to each such Residential Unit is based on the relative floor area of each such Residential Unit as compared to the floor area of all of such Residential Units in the Common Interest Community. The percentage of the undivided interest in the Common Elements allocated to the single family house (Building D; 44 Outlook Avenue) is not based on any formula, but takes into consideration

the circumstances that the house is a self contained unit and its allocation is fixed. Among the Garage Units, the percentage of the undivided interest in the Common Elements allocated to the Garage Units is divided equally among each Garage Unit based on the number of Garage Units.

(b) Liability for the Common Expenses. Ninety four and fifty-two one hundredths (94.52%) percent of the liability for Common Expenses has been allocated to the Residential Units in the multi-family buildings as a group, forty eight one hundredths (.48%) percent has been allocated to the single family house at 44 Outlook Avenue, and five (5%) percent has been allocated to the Garage Units. Among the Residential Units in the multi-family buildings, the percentage of liability for Common Expenses allocated to each such Residential Unit is based on the relative floor area of each such Residential Unit as compared to the floor area of all of such Residential Units in the Common Interest Community. The percentage of the undivided interest in the Common Expenses allocated to the single family house (Building D; 44 Outlook Avenue) is not based on any formula, but takes into consideration the circumstances that the house is a self contained unit and its allocation is fixed. Among the Garage Units, the percentage of liability for Common Expenses allocated to each Garage Unit is divided equally among each Garage Unit based on the number of Garage Units. Nothing contained in this subsection shall prohibit certain common expenses from being

apportioned to particular Units under Article XIX of this Declaration.

(c) Votes. Each Residential Unit in the Common Interest Community shall have one equal Vote. Each Garage Unit shall have no vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the Votes as allocated in Schedule A-2.

ARTICLE X

Restrictions on Use, Alienation and Occupancy

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

(a) Each Residential Unit is restricted to residential use as a single-family residence, including home professional pursuits permitted by applicable zoning regulations and not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family is defined as any number of persons related by blood or legal adoption or marriage living and cooking together as a single housekeeping unit with a single kitchen in the same dwelling or not more than three (3) persons not related by blood or marriage living and cooking together as a single housekeeping

unit with a single kitchen; provided, however, that no Unit may be occupied by more than two persons per bedroom.

(b) Parking spaces are restricted to use as a parking space for vehicles, specifically excluding, however, trucks, commercial vehicles and campers. Certain parking spaces as designated on the Survey are restricted to use to the Unit for which it is a Limited Common Element.

(c) Garages Units are restricted to use as a parking space for vehicles with not more than four wheels, specifically excluding, however, trucks, commercial vehicles and campers.

(d) Storage areas are restricted to use for non-commercial storage of personal property.

(e) The use of Units and Common Elements is subject to the Bylaws and the Rules of the Association.

(f) Without affecting the statutory lien as set forth in Section 19.4 below, for any period during which any Common Expense assessment remains unpaid or, after Notice and Hearing, for any period not to exceed thirty (30) days, for any infraction of its published Rules, the Executive Board may suspend the right to use Common Elements not necessary to give access to a public street and/or impose a fine of up to Twenty-Five (\$25.00) Dollars for each day that the infraction persists.

Section 10.2 - Restrictions on Alienation.

(a) Time Sharing. A Unit may not be conveyed subject to a time sharing plan as defined under Chapter 734b of the Connecticut General Statutes.

(b) Lease of Unit. A unit may not be leased or rented for a term of less than one year. All leases and rental agreements shall be in writing (with the exception of existing tenant at will agreements) and subject to the requirements of the Documents and the Association.

(c) Declarant's Right of First Refusal to Purchase Unit. Should a Unit Owner desire to sell his Unit for the first eighteen (18) months after the closing on his Unit or until such time as declarant has sold all of the Units to be offered for sale, whichever occurs first, the Unit Owner shall give to Declarant no less than thirty (30) days' prior written notice of the terms of any contemplated sale, together with the name and address of the proposed purchaser. The Declarant shall have the first right and option to purchase the Unit upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If such option is not exercised by Declarant within thirty (30) days, the Unit Owner may at the expiration of said period and at any time within ninety (90) days after the expiration of said period contract to sell the Unit to the proposed purchaser named in such notice upon the terms specified therein. Upon the transfer of the Unit to such purchaser the Unit Owner shall cause his attorney to certify to Declarant that such transfer was upon the same terms specified in the notice given to Declarant. If Declarant does not exercise his option, Declarant at Unit Owner's request will execute a certificate that it will not exercise its

option to purchase provided the Unit Owner abides by the terms of this paragraph. This paragraph shall be binding upon the Unit Owner and his successors, assigns and transferees. This right of first refusal shall not impair the rights of a mortgagee of the Unit Owner to (a) foreclose or take title to the Unit pursuant to the remedies provided in the mortgage, or (b) accept the deed or assignment in lieu of foreclosure in the event of default by mortgagor, or (c) sell or lease a Unit acquired by the mortgagee.

ARTICLE XI

Easements and Licenses

All easements or licenses to which the Common Interest Community is presently subject are recited in Schedule A-1 to this Declaration.

ARTICLE XII

Allocation and Reallocation of Limited Common Elements

Section 12.1 - Allocation of Limited Common Elements Not Previously Allocated. The Declarant has reserved the right, under Subsection 8.1(a) of this Declaration, to allocate as Limited Common Elements not more than twelve (12) of the parking spaces shown on the Survey. If any such parking spaces are so allocated, they shall be assigned to particular Units by amendment to the Declaration.

Section 12.2 - Reallocation of Depicted Limited Common Elements. No Limited Common Element depicted on the Survey or Plans may be reallocated by an amendment to this Declaration

pursuant to this Article XII except for parking spaces or storage spaces or as part of a relocation of boundaries of Units pursuant to Article XIV of this Declaration. Parking or storage spaces may be reallocated by an amendment to the Declaration executed by the Unit Owners between or among whose Units the reallocation is made.

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

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

ARTICLE XIII

Additions, Alterations and Improvements

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

(a) A Unit Owner:

(i) may make any improvements or alterations to the interior of his or her Unit that do not impair the structural

integrity or mechanical systems or lessen the support of any portion of the Common Interest Community;

(ii) may not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Executive Board;

(iii) after acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this Subdivision is not an alteration of boundaries.

(b) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 13.1(a) (ii). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.

(c) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by

the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(d) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

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

Section 13.2 - Additions, Alterations and Improvements by Executive Board. Subject to the limitations of Sections 19.5 and 19.6 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE XIV

Relocation of Boundaries Between Adjoining Units

Section 14.1 - Application and Amendment. Subject to approval of any structural changes and required permits pursuant to Article XIII, the boundaries between adjoining Units may be relocated by an amendment to this Declaration on application to the Association by the owners of the Units affected by the

relocation. If the owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty (30) days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment to this Declaration that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment shall be executed by those Unit Owners and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

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

The applicants shall pay for the costs of preparation of the amendment to this Declaration, including any Surveys and Plans, and for their recording, including all attorneys' fees incurred in connection therewith.

ARTICLE XV

Amendments to Declaration

Section 15.1- General. Except in cases of amendments that may be executed by the Declarant in the exercise of his