

Exhibit B

BYLAWS

OF

KINGS RIDGE ESTATES

A PLANNED COMMUNITY

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BYLAWS
OF
KINGS RIDGE ESTATES

ARTICLE I

Introduction

These are the Bylaws of KINGS RIDGE ESTATES

All present and future owners, mortgagees, lessees and occupants of the Units and their employees, and any other persons who use the facilities or the property in any manner are subject to these Bylaws, the Declaration and the Rules.

The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a Unit shall constitute an agreement that these Bylaws and the Rules and Regulations and the provisions of the Declaration, as they may amended are accepted, ratified, and will be complied with.

ARTICLE II

Executive Board

Section 2.1 - Number and Qualification; Termination of Declarant Control

(A) The affairs of the Common Interest Community and the Association shall be governed by an Executive Board of Directors which shall consist of at least three (3) persons, all of whom shall be Unit Owners. Directors shall be elected by the Unit Owners. At any meeting at which Directors are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these Bylaws or the Corporation Laws of the State of Connecticut.

(B) The terms of at least two (2) of the Directors shall expire annually, as established in a resolution of the Unit Owners setting terms.

(C) The Executive Board shall elect the officers. The Directors and officers shall take office upon election.

(D) At any time after Unit owners other than the Declarant are entitled to elect a Director, the Association shall call and give not less than ten (10) nor more than sixty (60) days' notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

Section 2.2 - Powers and Duties

(A) The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or Chapter 828 of the Connecticut General Statutes, as amended. The Executive Board shall have, subject to the limitations contained in the Declaration and Chapter 828 of the Connecticut General Statutes as amended, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but not be limited to, the following:

- (1) Shall adopt and amend Bylaws, Rules and Regulations;
- (2) Shall adopt and amend budgets for revenues, expenditures and reserves;
- (3) May collect assessments for common expenses from unit owners and may invest funds of the Association;
- (4) May hire and discharge managing agents;
- (5) May hire and discharge employees and agents other than managing agents and independent contractors;
- (6) May institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two (2) or more Unit Owners on matters affecting the Common Interest Community;
- (7) May make contracts and incur liabilities;
- (8) May regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (9) May cause additional improvements to be made as a part of the Common Elements;

(10) May acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 47-254 of the Connecticut General Statutes, as amended;

(11) May grant easements leases, licenses and concessions through or over the Common Elements;

(12) May impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsections (2) and (4) of Section 47-221 of the Connecticut General Statutes, and for services provided to Unit Owners;

(13) May impose charges or interest or both for late payment of assessments and, after Notice and opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, Rules and Regulations of the Association;

(14) May impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by Section 47-270 of the Connecticut General Statutes, as amended or statements of unpaid assessments;

(15) May provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and Officers' liability insurance;

(16) Unless prohibited by the Declaration, may assign the Association's right to future income, including the right to receive Common Expense assessments, subject to the majority vote of all the unit owners;

(17) May exercise any other powers conferred by the Declaration or Bylaws;

(18) May exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;

(19) May exercise any other powers necessary and proper for the governance and operation of the Association; and

(20) May require, by regulation, that disputes between the executive board and unit owners or between two or more unit owners regarding the common

interest community must be submitted to nonbinding alternative dispute resolution in the manner described in the regulation as a prerequisite to commencement of a judicial proceeding; and

(21) May suspend any right or privilege of a unit owner who fails to pay an assessment, but may not:

(a) Deny a unit owner or other occupant access to the owner's unit or its limited common elements;

(b) Suspend a unit owner's right to vote or participate in meetings of the Association;

(c) Prevent a unit owner from seeking election as a director or officer of the Association; or

(d) Withhold services provided to a unit or a unit owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any person.

(B) The Declaration may not limit the power of the Association, beyond the limit authorized in subsection 20 of subsection (A) of this section, to:

(1) Deal with the Declarant if the limit is more restrictive than the limit imposed on the power of the Association to deal with other persons; or

(2) Institute litigation or an arbitration, mediation or administrative proceeding against any person, except that the Association shall comply with section 47-243 of the act, if applicable, before instituting any proceeding described in section 47-274 of the Act, in connection with construction defects.

(C) The executive board promptly shall provide notice to the unit owners of any legal proceeding in which the Association is a party other than proceedings involving enforcement of rules, recovery of unpaid assessments or other sums due the Association, or defense of the Association's lien on a unit in a foreclosure action commenced by a third party.

(D) If a tenant of a unit owner violates the declaration, Bylaws or Rules and regulations of the Association, in addition to exercising any of its powers against the unit owner, the Association may:

(1) Exercise directly against the tenant the powers described in subdivision 13 of subsection (A) of this subsection;

(2) After giving notice to the tenant and the unit owner and an opportunity to be heard, levy reasonable fines against the tenant or unit owner, or both, for the violation; and

(3) Enforce any other rights against the tenant for the violation which the unit owner as landlord could lawfully have exercised under the lease, including any such right to bring a summary process action under chapter 832.

(4) The rights referred to in subdivision (3) of subsection (D) of this section may only be exercised if the tenant or unit owner fails to cure the violation within ten days after the Association notifies the tenant and unit owner of that violation.

(E) Unless a lease otherwise provides, this section does not:

(a) Affect rights that the unit owner has to enforce the lease or that the Association has under other law; or

(b) Permit the Association to enforce a lease to which it is not a party except to the extent that there is a violation of the declaration, Bylaws or Rules.

(F) The executive board may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commencing an action for a violation of the declaration, Bylaws and rules, including whether to compromise any claim for unpaid assessments or other claim made by or against it. The executive board does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented:

(1) The Association's legal position does not justify taking any or further enforcement action;

(2) The covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with law;

(3) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(4) It is not in the Association's best interests to pursue an enforcement action.

(G) The executive board's decision under subsection (G) of this section not to pursue enforcement under one set of circumstances does not prevent the executive board from taking enforcement action under another set of circumstances, except that the executive board may not be arbitrary or capricious in taking enforcement action.

Section 2.2.1 Collection of Unpaid Assessments. Foreclosure of Unpaid Liens The board of directors shall establish a written collection policy for all sums owed the Association in accordance with the provisions of Section 47-258 of the Act, as amended. A copy of the collection policy shall be available to all unit owners upon request.

Section 2.3 - Standard of Care In the performance of their duties, the officers and Directors of the Executive Board shall exercise the degree of care and loyalty to the Association required of an officer or director of a corporation organized under Chapter 602, and are subject to the conflict of interest rules governing directors and officers under Chapter 602.

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

Section 2.5 - Manager. The Executive Board may employ a manager for the Common Interest Community at a compensation established by the Executive Board, to perform such duties and services as the Executive Board shall authorize. The Executive Board may delegate to the manager only the powers granted to the Executive Board by these Bylaws under Subdivisions 2.2(a) (2) (3) (7) and (8). Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Executive Board, and to fulfill the requirements of the budget.

Section 2.6 - Removal of Directors

(A) Unit Owners present in person or by proxy 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, if the number of votes cast in favor of removal exceeds the number of votes cast in opposition to removal, except that:

(1) A member appointed by the Declarant may not be removed by a unit owner vote during the periods of Declarant control;

(2) A member appointed under subsection (g) of section 47-245 of the general statutes, as amended, may be removed only by the person that appointed that member; and

(3) The unit owners may not consider whether to remove a member of the executive board at a meeting of the unit owners unless that subject was listed in the notice of the meeting.

(B) At any meeting at which a vote to remove a member of the executive board or an officer is to be taken the member or officer being considered for removal must have a reasonable opportunity to speak before the vote.

Section 2.7 - Vacancies. Vacancies in the Executive Board caused by any other than the removal of a Director by a vote of the Unit Owners, may be filled at a special meeting of the Executive Board held for that purpose at any time after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected or appointed shall be a Director for the unexpired portion of any term or, if earlier, until the next regularly scheduled election of executive board members. Vacancies in the Board of Directors caused by unit owner removal shall be filled by a vote of the unit owners at the same meeting as the removal or at any subsequent meeting of the unit owners called for such purpose at which a quorum is present.

Section 2.8 – First Meeting. The first meeting of the Board of Directors following each annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at the meeting at which such Board of Directors shall have been elected. No notice shall be necessary to the newly elected board members in order to legally constitute such a meeting, providing a majority of the members shall be present thereat. The Board of Directors may set a schedule by resolution and no further notice is necessary to constitute such regular meetings, except as otherwise provided in these Bylaws.

Section 2.9 Meetings of Board of Directors and Committees. The following requirements apply to meetings of the executive board and committees of the Association authorized to act for the Association:

(A) Meetings shall be open to the unit owners and to a representative designated by any unit owner except during executive sessions. The executive board and those committees may hold an executive session only during a regular or special meeting of the board or a committee. No final vote or action may be taken during an executive session. An executive session may be held only to:

- (1) Consult with the Association's attorney concerning legal matters;
- (2) Discuss existing or potential litigation or mediation, arbitration or administrative proceedings;
- (3) Discuss labor or personnel matters;
- (4) Discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or
- (5) Prevent public knowledge of the matter to be discussed if the executive board or committee determines that public knowledge would violate the privacy of any person.

(B) For purposes of this section, a gathering of board members at which the board members do not conduct Association business is not a meeting of the executive board. The executive board and its members may not use incidental or social gatherings of board member or any other method to evade the open meeting requirements of this section.

(C) Notwithstanding any actions taken by unanimous consent pursuant to these Bylaws, the executive board shall meet a least two (2) times a year. All executive board meetings shall be at the common interest community or at a place convenient to the community unless the Bylaws are amended to vary the location of those meetings.

(D) At each executive board meeting, the executive board shall provide a reasonable opportunity for unit owners to comment regarding any matter affecting the common interest community and the Association.

(E) Unless the meeting is included in a schedule given to the unit owners or the meeting is called to deal with an emergency, the Secretary or other officer specified in the Bylaws shall give notice of each executive board meeting to each board member and to the unit owners. The notice shall given at least ten days before the meeting and shall state the time, date, place and agenda of the meeting.

(F) If any materials are distributed to the executive board before the meeting, the executive board at the same time shall make copies of those materials reasonably available to unit owners, except that the board need not make available copies of unapproved minutes or materials that are to be considered in executive session.

(G) The executive board may meet by telephonic, video or other conferencing process if:

(1) the meeting notice states the conferencing process to be used and provides information explaining how unit owners may participate in the conference directly or by meeting at a central location or conference connection; and

(2) the process provides all unit owners the opportunity to hear or perceive the discussion and offer comments as provided in subdivision (D) of this subsection.

(H) Unit owners may amend the Bylaws to vary the procedures for meetings conference call described in subdivision (G) of this subsection.

(I) Instead of meeting, the executive board may act by unanimous consent as documented in a record authenticated by all of its members. The Secretary promptly shall give notice to all unit owners of any action taken by unanimous consent.

(J) Even if an action by the executive board is not in compliance with this section, it is valid unless set aside by a court. A challenge to the validity of an action of the executive board for failure to comply with this section may not be brought more than sixty (60) days after the minutes of the executive board of the meeting at which the action was taken are approved or the record of that action is distributed to unit owners, whichever is later

Section 2.10 – Waiver of Notice. Any member may waive notice of any meeting in writing. Attendance by a Board of Directors Member at any meeting of the Board of Directors shall constitute a waiver of notice. If all the members are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

Section 2.11 – Quorum of Directors. Unless the Bylaws specify a larger number, a quorum of the executive board is present for purposes of determining the validity of any action taken at a meeting of the executive board only if individuals entitled to cast a majority of the votes on that board are present at the time a vote regarding that action is taken. If a quorum is present when a vote is taken, the affirmative vote of a majority of the board members present is the act of the executive board unless a greater vote is required by the declaration or the Bylaws.

Section 2.12 – Fidelity Bonds. To the extent reasonably available, the Board of Directors shall obtain adequate fidelity bonds for all officers, employee and agents of the Association handling or responsible for Association funds. The premium on the bonds shall be a Common expense.

Section 2.13 – Compensation. No member of the Board of Directors shall receive compensation from the Association for acting as such.

Section 2.14 – Statutory Rules Concerning Elections.

(1) No person shall provide or offer to any executive board member or a person seeking election as an executive board member, and no executive board member or person seeking election as an executive board member shall accept, any item of value based on any understanding that the vote, official action or judgment of such member or person seeking election would be or has been influenced thereby.

(2) No managing agent of an Association or person providing Association management services to such Association shall campaign for any person seeking election as an executive board member.

(3) No person shall provide or offer to any member of the master Association's executive board or a person seeking election as a member of the master Association's executive board, and no member of the master Association's executive board or a person seeking election as a member of the master Association's executive board shall accept, any item of value based on any understanding that the vote, official action or judgment of such member or person seeking election would be or has been influenced thereby.

Section 2.15 – Statutory Rules Concerning Management Contracts.

(a) No contract between a person contracting to provide Association management services and an Association which provides for the management of the Association shall be valid or enforceable unless the contract is in writing and:

(1) Provides that the person contracting to provide management services shall be registered as provided in The Connecticut General Statutes, section 20-450 to 20-462, inclusive, and shall obtain a bond as provided in section 20-460; and

(2) Provides that the person contracting to provide management services shall not issue a check on behalf of the Association or transfer moneys exceeding a specified amount determined by the Association without the written approval of an officer designated by the Association; and

(3) Provides that the person contracting to provide management services shall not enter into any contract binding the Association exceeding a specified amount determined by the Association, except in the case of an emergency, without the written approval of an officer designated by the Association.

(b) No contract to provide management services may be sold or assigned to another person without the approval of a majority of the executive board of the Association.

ARTICLE III Unit Owners

Section 3.1 - Annual Meeting Notice. A meeting of the Association shall be held at least once each year.

(A) The following requirements apply to unit owner meetings:

(1) The Association shall hold a meeting of unit owners annually at a time, date and place stated in or fixed in accordance with the Bylaws; the annual meeting shall be held at such time as the board of directors may designate.

(2) The Association shall hold a special meeting of unit owners if its President, a majority of the executive board, or unit owners having at least twenty percent (20%) of the votes in the Association request that the Secretary call the meeting. If the Association does not notify unit owners of a special meeting within fifteen (15) days after the requisite number or percentage of unit owners request the Secretary to do so, the requesting members may directly notify all the unit owners

of the meeting. Only matters described in the meeting notice required by subdivision (3) of this subsection may be considered at a special meeting;

(3) The Association shall notify unit owners of the time date and place of each annual and special unit owners meeting not less than ten (10) days or more than sixty (60) days before the meeting date. Notice may be by any means described in these Bylaws. The notice of any meeting shall state the time, date and place of the meeting and the items on the agenda, including:

(a) A statement of the general nature of any proposed amendment to the declaration or Bylaws,

(b) any budget changes, and

(c) any proposal to remove an officer or member of the executive board;

(4) Unit owners shall be given a reasonable opportunity at any meeting to comment regarding any matter affecting the common interest community or the Association; and

(5) Meetings of unit owners may be conducted by telephonic, video or other conferencing process if the alternative process is consistent with these Bylaws.

(a) Meeting of the Association shall be conducted in accordance with the most recent edition of Roberts' Rules of Order Newly Revised unless two-thirds of the votes allocated to owners present at the meeting are cast to suspend those rules.

(b) The Association shall deliver any notice required to be given by the Association under Chapter 828 of the Connecticut General Statutes (C.G.S.), as amended or these Bylaws, to any mailing or electronic mail address a unit owner designates, except that the Association may also deliver notices by:

(1) Hand delivery to each unit owner;

(2) United States mail postage paid, or commercially reasonable delivery service to the mailing address of each unit;

(3) Electronic means, if a unit owner has given the Association an electronic address; or

(4) Any other method reasonably calculated to provide notice to the unit owner.

(c) Notices required by these Bylaws are effective when sent. The ineffectiveness of a good faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting.

Section 3.2 – Budget Meeting. Meeting of Unit Owners to consider the proposed budget shall be called in accordance with Article 19.5 and 19.6 of the declaration. The budget may be considered at Annual or Special meetings called for other purposes as well.

Section 3.3 – Place of Meeting. Meetings of the Unit Owners shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Directors or the President.

Section 3.4 – Waiver of Notice.

(A) Any Unit Owner may waive notice of any meeting. The waiver must be in writing, signed by the Unit Owner and filed with the minutes of the meeting.

(B) Attendance by a Unit Owner at any meeting of the Unit Owners

(1) Shall constitute a waiver of notice unless the Unit Owner at the beginning of the meeting objects to holding the meeting, or transacting business at the meeting; and

(2) Shall constitute a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Unit Owner objects to considering the matter when it is presented.

Section 3.5 – Adjournment of Meeting. At any meeting of Unit Owners, a majority of the Unit Owners who are present at such meeting either in person or by proxy, may adjourn the meeting to another time.

Section 3.6 - Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (A) Roll call (or check-in procedure).
- (B) Proof of notice of meeting.
- (C) Reading of minutes of preceding meeting.
- (D) Reports.
- (E) Establish number and term of memberships of the Executive Board (if required and noticed).
- (F) Election of inspectors of election (when required).
- (G) Election of Directors of the Executive Board (when required).
- (H) Ratification of Budget (if required and noticed).
- (I) Unfinished business.
- (J) New business.

Section 3.7 – Quorum and Voting.

(A) A quorum is present throughout any meeting of the unit owners if persons entitled to cast twenty percent (20%) of the votes in the Association are present in person or by proxy at the beginning of the meeting.

(B) Unit owners may vote at a meeting in person, by a proxy pursuant to subsection (D) of this section or, when a vote is conducted without a meeting, by electronic or paper ballot pursuant to subsection (E) of this section.

(C) At a meeting of unit owners the following requirements apply:

(1) If only one (1) of several owners of a Unit is present at a meeting of the Association, that owner is entitled to cast all the votes allocated to that Unit. If more than one of the owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners.

There is majority agreement if any one (1) of the owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

(2) Unless a greater number or fraction of the votes in the Association is required by this chapter or other law or the declaration, a majority of the votes cast is the decision of the unit owners.

(D) Except as otherwise provided in the declaration or Bylaws, the following requirements apply with respect to proxy voting:

(1) Votes allocated to a Unit may be cast pursuant to directed or undirected proxy duly executed by a Unit Owner;

(2) If a unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy.

(3) A Unit Owner may revoke a proxy given pursuant to this Subsection only by actual notice of revocation to the person presiding over a meeting of the Association.

(4) A proxy is void if it is not dated or purports to be revocable without notice.

(5) A proxy terminates one (1) year after its date unless it specifies a shorter term, and

(6) A person may not cast votes representing more than fifteen percent (15%) of the votes in the Association pursuant to undirected proxies.

(E) An Association may conduct a vote without a meeting. In that event, the following requirements apply:

(1) The Association shall notify the unit owners that the vote will be taken by ballot;

(2) The Association shall deliver a paper or electronic ballot to every unit owner entitled to vote on the matter;

(3) The ballot must set forth each proposed action or office to be filled and provide an opportunity to vote for or against the action or the candidate for office;

(4) When the Association delivers the ballots, it shall also:

(a) Indicate the number of responses needed to meet the quorum requirements;

(b) State the percentage of votes necessary to approve each matter other than election of directors;

(c) Specify the time and date by which a ballot must be delivered to the Association to be counted, which time and date may not be fewer than three (3) days after the date the Association delivers the ballot; and

(d) Describe the time, date and manner by which unit owners wishing to deliver information to all unit owners regarding the subject of the vote may do so;

(5) Except as otherwise provided in the declaration or Bylaws, a ballot is not revoked after delivery to the Association by death or disability or attempted revocation by the person that cast that vote; and

(6) Approval by ballot pursuant to this subsection is valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action.

(F) If the declaration requires that votes on specified matters affecting the common interest community be cast by lessees rather than unit owners of leased units:

(1) This section applies to lessees as if they were unit owners;

(2) Unit owners that have leased their units to the persons may not cast votes on those specified matter; and

(3) Lessees are entitled to notice of meeting, access to records and other rights respecting those matters as if they were unit owners.

(G) Unit owners shall also be given notice of all meetings at which lessees are entitled to vote.

(H) Votes allocated to a unit owned by the Association shall be cast in any vote of the unit owners in the same proportion as the votes cast on the matter by unit owners other than the Association.

(I) For the purposes of these Bylaws and the Act "fraction or percentage", with respect to the unit owners or the votes in the Association, means the stated fraction or percentage of unit owners or units to which at least the stated percentage or fraction of all the votes in the Association are allocated, unless the provisions of this chapter or said sections provides that the "fraction or percentage" refers to a different group of unit owners or votes.

Section 3.8 – Majority Vote. The vote of a Majority of the Unit Owners present in person, by proxy or by ballot, at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except wherein the declaration or these Bylaws for by law, a higher percentage vote is required.

ARTICLE IV OFFICERS

Section 4.1 - Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. (i.e. the Board of Directors) The Executive Board may appoint an Assistant Treasurer, and Assistant Secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be Directors. Any two (2) offices may be held by the same person, except the offices of President and Vice President, and the offices of President and Secretary. The office of Vice President may be vacant.

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

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

Section 4.4 - President. The President shall be the Chief Executive Officer of the Association. Except as provided in Section 4.11, he or she shall preside at all meetings of the Unit Owners and of the Executive Board. He or she shall have all of the general powers and duties which are incident to the office of the President of a non-stock corporation organized under the laws of the State of Connecticut, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. He or she may fulfill the role of Treasurer in the absence of the Treasurer. The President, as attested by the Secretary, may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

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

Section 4.6 - Secretary. The Secretary shall keep or cause to be kept the minutes of all meetings of the Unit Owners and the Executive Board. He or she shall have charge of such books and papers as the Executive Board may direct and he or she shall, in general, perform all the duties incident to the office of Secretary of a nonstock corporation organized under the laws of the State of Connecticut. The Secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

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

all monies in the name of and to the credit of the Association in such banks as the Executive Board may designate. He or she may have custody of and shall have the power to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others.

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

Section 4.9 - Compensation. No Board Member or Officer may receive a fee or compensation of any nature from the Association for acting as such, but shall be reimbursed for necessary expenses actually incurred in connection with his or her duties.

Section 4.10 - Resale Certificates and Statements of Unpaid Assessments.

(A) A unit owner shall furnish to a purchaser or such purchaser's attorney, before the earlier of conveyance or transfer of the right to possession of a unit, a copy of the declaration, other than any surveys and plans, the Bylaws, the rules or regulations of the Association, and a certificate containing:

(1) A statement disclosing the effect on the proposed disposition of any right of first refusal or other restraint on the free alienability of the unit held by the Association;

(2) A statement setting forth the amount of the periodic common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner;

(3) A statement of any other fees payable by the owner of the unit being sold;

(4) A statement of any capital expenditures in excess of one thousand dollars (\$1,000.00) approved by the executive board for the current and next succeeding fiscal year;

(5) A statement of the amount of any reserves for capital expenditures;

(6) The current operating budget of the Association;

(7) A statement of any unsatisfied judgments against the Association and the existence of any pending suits or administrative proceedings in which the Association is a party, including foreclosures but excluding other collection matters;

(8) A statement of the insurance coverage provided for the benefit of unit owners, including any a schedule of standard fixtures, improvements and betterments in the units covered by the Association's insurance that the Association prepared pursuant to Subsection (b) of Section 47-255 C.C.S. as amended;

(9) A statement of any restriction in the declaration affecting the amount that may be received by a unit owner on sale, condemnation casualty loss to the unit or the common interest community or termination of the common interest community;

(10) In a cooperative, an accountant's statement, if any was prepared, as to the deductibility for federal income tax purposes by the unit owner of real property taxes and interest paid by the Association;

(11) If the Association is unincorporated, the name of the statutory agent for service of process filed with the Secretary of the State pursuant to Section 47-244a;

(12) A statement describing any pending sale or encumbrance of common elements;

(13) A statement disclosing the effect on the unit to be conveyed of any restrictions on the owner's right to use or occupy the unit or to lease the unit to another person;

(14) A statement disclosing the number of units whose owners are at least sixty days delinquent in paying their common charges on the date of the statement;

(15) A statement disclosing the number of foreclosure actions brought by the Association during the past twelve (12) months and the number of

such actions pending on a specified date within sixty (60) days of the date of the statement; and

(16) Any established maintenance standards adopted by the Association pursuant to subsection (e) of section 47-257, as amended.

(B) Not later than ten (10) business days after receipt of a request in a record from a unit owner and payment by the unit owner of a fee established by the Association that does not exceed one hundred twenty-five dollars (\$125.00) plus either five cents (\$0.05) for each page of document copies provided by the Association pursuant to this section or a flat fee of ten dollars (\$10.00) for expedited preparation may be established if the certificate and all required documents are furnished to the unit owner not later than three (3) business days after the request in a record is received by the Association. No fee under this subsection may include costs for services provided by an attorney or paralegal. Such fees may be increased in accordance with Section 47-270 (b) (1) of the act.

(C) A unit owner providing a certificate and documents pursuant to subsection (A) of this section is not liable to the purchaser for any erroneous information provided by the Association and included in the certificate and documents.

(D) A purchaser is not liable for any unpaid assessment or fee greater than the amount set forth in the certificate prepared by the Association. A unit owner is not liable to a purchaser for the failure or delay of the Association to provide the certificate and documents in a timely manner, but the purchase contract is voidable by the purchase until:

(1) The expiration of five (5) days, excluding Saturdays, Sundays and legal holidays, after the certificate and documents have been delivered to such purchaser or such purchaser's attorney, or seven (7) days, excluding Saturdays, Sundays and legal holidays, after the certificate and documents have been sent by registered or certified mail or mail evidenced by a certificate of mailing to such purchaser or such purchaser's attorney, or

(2) Conveyance, whichever first occurs.

(E) A dealer who offers a unit which he owns shall, in addition to the material provided to a purchaser or such purchaser's attorney under subsection (A)

of this section, furnish to such purchaser or such purchaser's attorney a copy of any public offering statement that the dealer received at the time he purchases his unit.

(F) The Association shall, during the month of January in each year, file in the office of the town clerk of the municipality or municipalities where such common interest community is located a certificate setting forth the name and mailing address of the officer of the Association or the managing agent from whom a resale certificate may be requested and shall, thereafter, file such a certificate within thirty (30) days of any change in the name or address of such officer or agent. The town clerk shall keep such certificate on file in his office and make it available for inspection.

Section 4.11 – Moderator of Meetings. Because the President is the chief executive officer of the Association, from time to time it will be appropriate for him or her to participate in the debate at Association meetings, something he or she cannot do while chairing the meeting, the Unit Owners may select a moderator to chair Association meetings either:

- (A) At the request of the President, or in his or her absence, the Vice President; or
- (B) By Vote of the Unit Owners at any time during a meeting.

The moderator may be, but does not have to be, a Unit Owner.

ARTICLE V Enforcement

Section 5.1 - Fine for Violation. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to the amount set forth in the Rules and Regulations for each day that a violation of the Documents or Rules persists after such Notice and Hearing, but such amount shall not exceed the amount necessary to insure compliance with the rule or order of the Executive Board.

ARTICLE VI Indemnification

The directors and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Sections 33-1116 and 33-1124, as

amended, of the Connecticut General Statutes, the provisions of which are hereby incorporated by reference and made a part hereof.

ARTICLE VII

Records

Section 7.1 - Records and Audits. The Association shall maintain financial records and other records as set forth in this Section. All records shall be maintained and audited in accordance with the Declaration and these Bylaws. The cost of the audit shall be a Common Expense unless otherwise provided in the Documents.

Section 7.2 - Examination. All records maintained by the Association or by the manager shall be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice. The Board of Directors may adopt regulations for the orderly inspection of records and for reimbursing the Association or its manager for the cost of making and providing copies.

Section 7.3 – Maintenance and Inspection of Association Records. The Association shall retain the following records:

(A) Detailed records or receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records;

(B) Minutes of all meetings of its unit owners and executive board other than executive sessions, a record of all actions taken by the unit owners or executive board without a meeting, and a records of all actions taken by a committee in place of the executive board on behalf of the Association;

(C) The names of unit owners in a form that permits preparation of a list of the names of all owners and the addresses at which the Association communicates with them, in alphabetical order showing the number of votes each owner is entitled to cast;

(D) The Association’s original or restated organizational documents, if required by law other than this chapter, Bylaws and all amendments to them, and all rules currently in effect;

(E) All financial statements and tax returns of the Association for the past three (3) years;

(F) A list of the names and addresses of its current executive board members and officers;

(G) The Association's most recent annual report delivered to the Secretary of the State, if any;

(H) Financial and other records sufficiently detailed to enable the Association to comply with C.G. S. Section 47-270 as amended;

(I) Copies of current contracts to which the Association is a party;

(J) Records of executive board or committee actions to approve or deny any request for design or architectural approval from unit owners;

(K) Ballots, proxies and other records related to voting by unit owners for one (1) year after the election, action or vote to which they relate; and

(L) Policy for collection of all amounts due the Association and foreclosure of Association lien.

(1) Subject to subsections (C) and (D) of this section, all records retained by an Association shall be available for examination and copying by a unit owner or the owner's authorized agent;

(a) During reasonable business hours or at a mutually convenient time and location; and

(b) Upon five days' notice in a record reasonably identifying the specific records of the Association requested.

(2) Records retained by an Association shall be withheld from inspection and copying to the extent that they concern:

(a) Personnel, salary and medical records relating to specific individuals, unless waived by the person or persons to whom such records relate; or

(b) Information the disclosure of which would violate any law other than chapter 828.

(3) Records retained by an Association may be withheld from inspection and copying to the extent that they concern:

(a) Contracts, leases and other commercial transactions to purchase or provide goods or services, currently being negotiated;

(b) Existing or potential litigation or mediation, arbitration or administrative proceedings;

(c) Existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the declaration, Bylaws or rules;

(d) Communications with the Association's attorney which are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;

(e) Records of an executive session of the executive board; or

(f) Individual unit files other than those of the requesting owner;

(4) An Association may charge a reasonable fee for providing copies of any records under this section and for supervising the unit owner's inspection.

(5) A right to copy records under this section includes the right to receive copies by photocopying or other means, including copies through an electronic transmission if available upon request by the unit owner.

(6) An Association is not obligated to compile or synthesize information.

(7) Information provided pursuant to this section may not be used for commercial purposes.

ARTICLE VIII
Miscellaneous

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

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

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

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

ARTICLE IX

Access to Units

Any person authorized by the executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, for the purpose of performing installations, alterations or repairs and for the purpose of reading, repairing or replacing utility meters and related pipes, valves, wire and equipment, provided that requests for entry to a Unit or limited Common Element are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner consistent with the availability of contractors and others employed or engaged by the Association. Such right of access may be exercised during winter months if there is reason to believe a unit is not occupied in order to make certain heat is being maintained in the unit. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not he

unit Owner is present at the time. If a Unit is damaged as result of access obtained under this Section, the Association will be responsible for the prompt repair of the Unit except as provided in subsection 19.3(g) and Subsection 19.3(j) of the Declaration.

ARTICLE X Amendments to Bylaws

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

ARTICLE XI Insurance Requirements for Individual Units

Insurance for Each Individual Unit. Each Unit Owner shall be responsible for insuring his or her Unit. Each Unit Owner shall provide and maintain insurance coverage for fire, other casualty losses, liability protection, and the like. The Association shall not maintain a Master Policy on the Units. In the event the Association is called upon to pay for any such Master Policy deductible due to the failure of a Unit Owner to maintain insurance coverage for each Units as herein set forth, the Association shall be reimbursed by the respective Owner of any such damaged Unit up to the amount of the deductible. Any such reimbursement shall be paid prior to the Association completing repairs of the damaged condition. If the Association completes said repairs prior to any such reimbursement, The Association shall have a lien against said Unit for the amount expended up to the amount of the deductible. Said lien may be foreclosed in the same manner as the collection of unpaid common charges and assessments. Each Unit Owner shall be responsible for all Association costs of collection and/or foreclosure in connection with recovery of any such deductible amount. The provisions of this Paragraph shall apply in accordance with the provisions of the Declaration.

ARTICLE XII RULES

(A) At least ten (10) days before adopting, amending or repealing any rule, the executive board shall give all unit owners notice of:

(1) Its intention to adopt, amend or repeal a rule and shall provide the text of the rule or the proposed change; and

(2) Any rule may be amended or repealed only by a majority vote of the unit owners at a meeting of the unit owners called for that purpose at which a quorum is present.

(B) Following adoption, amendment or repeal of a rule, the Association shall notify the unit owners of its action and provide a copy of any new or revised rule.

(C) Subject to the provision of the declaration, an Association may adopt rules to establish and enforce construction and design criteria and aesthetic standards. If the Association adopts such rules, the Association shall adopt procedures for enforcement of those rules and for approval of construction applications, including a reasonable time within which the Association must act after an application is submitted and the consequences of its failure to act.

(D) A rule regulating display of the flag of the United States must be consistent with federal law. In addition, the Association may not prohibit display, on a unit or on a limited common element adjoining a unit, of the flag of this state, or signs regarding candidates for public or Association office or ballot questions, but the Association may adopt rules governing the time, place, size, number and manner of those displays

(E) Unit owners may peacefully assemble on the common elements to consider matters related to the common interest community, but the Association may adopt rules governing the time, place and manner of those assemblies.

(F) The Association may adopt rules that affect the use of or behavior in units that may be used for residential purposes, only to:

(1) Implement a provision of the declaration;

(2) Regulate any behavior in or occupancy of a unit which violates the declaration or adversely affects the use and enjoyment of other units or the common elements by other unit owners; or

(3) Restrict the leasing of residential units to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders that regularly make loans secured by first mortgages on units in common interest communities or regularly purchase those mortgages.

(G) The Association's internal business operating procedures need not be adopted as rules.

(H) Each rule of the Association must be reasonable.

These Bylaws were approved by the Executive Board on the _____ day of _____, 2020.

KINGS RIDGE ESTATES ASSOCIATION, INC.

ATTEST:

By: Mark Lovley
Its President

Exhibit C

**RULES
OF
KINGS RIDGE ESTATES
A PLANNED COMMUNITY
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**RULES OF
KINGS RIDGE ESTATES, A PLANNED COMMUNITY**

Many terms used in these Rules are defined in Article I of the Declaration. The following Rules apply to all of the Unit Owners and occupants of Units 1-15 (the "Unit Owners").

**ARTICLE I
Use of Units Affecting the Common Elements**

Section 1.1 - Occupancy Restrictions. Unit Owners and occupants shall not violate the restrictions on use, occupancy and alienation of Units set forth in Article X of the Declaration, which are incorporated into these Rules.

Section 1.2 – No Commercial Use. Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising on the main door of each Unit be maintained or permitted on any part of the Common Elements or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes, including but not limited to "Airbnb" and any other on-line transient rental services. "For Sale" signs not exceeding five square feet in area and in accordance with local zoning regulations may be posted at the entrance to the community, together with the Unit number so for sale, pursuant to the Unit Owner's permission.

Section 1.3 - Access by Executive Board. At the Unit Owner's option, he or she may provide the key be enclosed in a sealed envelope with instructions that it only be used in emergencies with a report to him or her as to each use and the reason therefor.

Section 1.4 - Electrical Devices or Fixtures. No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused.

Section 1.5 - Trash. No storage of trash will be permitted in any Unit in such

manner as to permit the spread of fire or encouragement of vermin.

Section 1.6 - Displays in Windows of Units. Unit Owners shall not cause or permit anything other than curtains, blinds and conventional draperies, and holiday decorations to be hung, displayed or exposed at, outside or in the windows without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, if any. Unit Owners may display any decorative holiday flags and/or the American flag on the outside of their Unit.

Section 1.7 – Cleanliness. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

Section 1.8 - Electrical Usage. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

ARTICLE II Use of Common Elements

Section 2.1 - Obstructions. There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Executive Board except as hereinafter expressly provided.

Section 2.2 - Trash. No garbage cans or trash barrels shall be placed outside the Units. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, except in designated trash and recycling storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios or terraces.

Section 2.3 - Storage. Storage of materials in Common Elements is prohibited.

Section 2.4 - Proper Use. Common Elements shall be used only for the purposes for which they were designed. The Limited Common Elements yard areas, if any, are intended primarily to protect the privacy of unit owners and shall be used only for passive recreation. Any improvements made by an Owner shall be maintained by the Owner at the Owner's sole expense. The association shall have no responsibility for maintenance or repair of any such improvement by an Owner. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.

Section 2.5 - Trucks and Commercial Vehicles. Commercial trucks and other commercial vehicles are prohibited in the driveways, except for temporary loading and unloading, or as may be designated by the Executive Board.

Section 2.6 - Alterations, Additions or Improvements to Common Elements. There shall be no painting of Common Elements and no alterations, additions or improvements may be made to the Common Elements without the prior written consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any. No clothes, sheets, blankets, laundry or any other kind of articles other than holiday decorations on doors only, shall be hung out of a building or exposed or placed on the outside walls, doors of a building or on trees, and no awning, canopy, or shutter shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window.

ARTICLE III
Actions of Owners and Occupants

Section 3.1 - Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her business associates, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set, computer or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

Section 3.2 - Compliance with Law. No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations of the Town of Southington. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3 - Pets. No animals, birds or reptiles of any kind shall be raised, bred, or kept on the property or brought on the Common Elements, except that no more than two household pets (cat or dog) or other household pet approved and licensed by the Executive Board or the manager as to compatibility with the Common Interest Community may be kept. Dogs shall not exceed 100 pounds at maturity and shall be of gentle disposition. No pit bulls may be kept on the property under any circumstances. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property within three (3) days after Notice and hearing from the Executive Board. In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a leash. No dogs shall be curbed close to any patio or terrace. All pets shall be walked in the Board designated areas and Owners shall be responsible for removal of their pet's waste. The owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing Eye dogs and Hearing Ear dogs will be permitted for those persons holding certificates of necessity.

Section 3.4 - Indemnification for Actions of Others. Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their business associates, servants, employees, agents, invitees or licensees.

Section 3.5 - Employees of Management. No Unit owner shall send any employee of the manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

Section 3.6 - Lint Filters on Dryers; Grease Screens on Stove Hoods. All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens, which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all time be used and kept in clean, good order and repair by the Unit Owner.

ARTICLE IV

Insurance

Section 4.1 - Increase in Rating. Nothing shall be done or kept by a Unit Owner which will increase the rate of insurance on any common areas, or contents thereof, without the prior consent of the Executive Board. No Unit Owner shall permit anything to

be done, or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Section 4.2 - Rules of Insurance. Unit Owners and occupants shall comply with the Rules and Regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy on the Property.

Section 4.3 - Reports of Damage. Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager or a Director by any person having knowledge thereof.

ARTICLE V Rubbish Removal

Section 5.1 - Deposit of Rubbish. No dumpsters for disposal of refuse shall be permitted at any time. All refuse shall be stored in containers which shall be kept within the garage of each unit. Containers shall be brought to the front of the unit on a weekly basis by the Occupant on the day of refuse pickup, and shall be returned to the storage location on said day. The Association shall provide refuse collection for the Planned Community at its expense. Long term storage of rubbish in the Units is forbidden.

ARTICLE VI Motor Vehicles

Section 6.1 - Compliance with Law. All persons will comply with Connecticut State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and Property.

Section 6.2 - Limitations on Use. Parking areas shall be used for no other purpose than to park motor vehicles, and loading or unloading. Each Unit shall be permitted to park overnight not more than three vehicles on the Property, with at least one vehicle parked inside the garages as provided for each Unit.

Section 6.3 - Snowmobiles, Off Road and Unlicensed or Immobile Vehicles. Snowmobiles, off-road vehicles including trail bikes, jeeps and other four-wheel drive vehicles not used in maintenance are prohibited. Except for motor assisted bicycles and wheel chairs as permitted by state law, all motor vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the

public highways of the state. Except for temporary repairs not involving immobility in the excess of 10 hours, motor vehicles will not be disassembled, repaired, rebuilt, painted or constructed on the Property. .

Section 6.4 - No Parking Areas. Vehicles may not be parked in such manner as to block access to garages, fire hydrants, sidewalks running parallel to drives, pedestrian crossing areas, designated fire lanes, or clear one and two lane passage by vehicles on roads and drives, Vehicles in violation will be towed after reasonable efforts to contract the person, Unit Owner or occupant to whom the vehicle is registered. In addition, a \$25 per day fine may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing, for the period that the vehicle violates these rules, unless at such hearing good and valid reasons are given for such violation.

Section 6.5 - Limited Use of Trucks, Vans, Trailers and Commercial Vehicles. The following types of vehicles are prohibited in the parking areas or drives in excess of 8 hours except for temporary loading or unloading following which the vehicle must be removed from the Property for at least 16 hours: commercial vehicles carry a sign advertising a business; trucks, vans and vehicles having capacity of more than one ton; trailers of any kind; and vehicles with more than four single-tired wheels. Construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted during such use.

ARTICLE VII Rights of Declarant

The Declarant (if applicable) may make such use of the unsold Units and Common Elements as may facilitate completion and sale of the Common Interest Community including, but not limited to, maintenance of a sales office, the showing of the Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. During the period of Declarant control, the Declarant may amend these Rules for the benefit of present and future Unit Owners. Interference with workmen or with buildings under constructions is prohibited. Entrance into construction or Declarant's restricted areas will be only with representatives of the Declarant.

ARTICLE VIII General Administrative Rules

Section 8.1 - Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 8.2 - Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

Dated: _____, 2020

Certified to be the initial Rules adopted by the Executive Board on its date of organization

KINGS RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.

By: Mark Lovley, its President

Exhibit D

Make due return to:

WARRANTY DEED

KNOW YE, THAT **LOVLEY DEVELOPMENT, INC** a corporations organized and existing under the laws of the State of Connecticut with a place of business in the Town of Southington, County of Hartford and State of Connecticut for the consideration of (\$ _____) dollars received to its full satisfaction of _____ of the Town of _____, County of _____ and State of _____ does give, grant, bargain, sell and confirm unto the said _____, and her heirs and assigns forever

that certain piece or parcel of real property with all the appurtenances thereto located in the Town of Southington, County of Hartford and State of Connecticut, known as **UNIT NO. ____** as described in the Declaration of Planned Community for **KINGS RIDGE ESTATES, A PLANNED COMMUNITY** by Lovley Development, Inc., dated August ____, 2019 and recorded _____, 2019 in the Southington Land Records, as amended from time to time.

The location of said Unit and the premises upon which it is located are more particularly shown and described on a certain map entitled "Schedule A-3 AS-BUILT MAP FOR DECLARATION OF UNIT ____ KINGS RIDGE ESTATES, A PLANNED COMMUNITY FOR (Lovley Development, Inc.) Southington, CT Scale: 1" = 40' Date: _____ KJA file No.: _____ Drawing No.: ____ by krazert, jones & associates, inc. civil engineers land surveyors site planners building engineers P.O. Box 337 1755 Meriden-Waterbury Rd. Milldale, CT 06467-0337", which map is to be recorded in the Southington Land Records.

The premises are also hereby conveyed together with the subject to the terms, conditions, agreements, obligations, and easements contained in the Declaration as it may be amended or supplemented from time to time. By acceptance of this deed, the Grantee(s), his heirs, administrators, successors and assigns also hereby expressly assume and agree to be bound by and to comply with all of the terms, conditions agreements, obligations and easements as set forth in the Declaration, Bylaws, and Rules of Kings Ridge Estates Homeowners Association, Inc. and Exhibits thereto as they may be amended or supplemented from time to time. In addition, by acceptance of this Deed, the Grantee(s) shall become a member of the Association and, as such members, accept all of the rights and obligations imposed thereunder.

SAID PREMISES ARE CONVEYED SUBJECT TO:

1. Any and all provisions of any ordinance, municipal regulation, any federal, state or local law, including but not limited to the provisions of any zoning, building, planning or inland wetland rules and regulations, if any, governing the premises.
2. Current real state and special services taxes and taxes assessed but not yet due to the Town of Southington, which the Grantee herein assumes and agree to pay.
3. The Declaration, as amended from time to time; and
4. Easements, restrictions, notes, rights and agreements which appear in the Declaration and/or as shown on the aforementioned Map, as amended.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto her the said Grantee and his heirs and assigns forever; and to their own proper use and behoof. And also, it, the said Grantor, does for itself, its successors and assigns, covenant with the said Grantee, and his heirs and assigns, that at and until the ensealing of these presents, it is well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and has good right to bargain and sell same in manner and form as is above written and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

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

IN WITNESS WHEREOF, Lovley Development, Inc. has caused this instrument to be executed by _____, its Member, duly authorized, this ____ day of _____, 2019.

Signed, sealed and delivered
in the presence of:

LOVLEY DEVELOPMENT, INC.

Richard M. Bailey

By: Mark Lovley, its President,
duly authorized

STATE OF CONNECTICUT }

} ss. Southington

_____, 2019

COUNTY OF HARTFORD }

Personally appeared Mark Lovley, President of Lovley Development, Inc. as aforesaid, signer and sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed as such officer and the free act and deed of said limited liability company, before me.

Richard M. Bailey

Commissioner of the Superior Court

Exhibit E

KINGS RIDGE
 A PLANNED UNIT COMMUNITY
 792 South End Rd., Southington, CT 06489
 Initial Annual Operating Budget

REVENUE:	Monthly:	Annual:
Common charges	\$ 198.50	2,382.00
TOTAL REVENUE:	\$ 2,977.50	32,820.00
<hr/>		
EXPENSES:		
Liability/Hazard/HOA Insurance	\$ 125.00	1,500.00
Director & Officer Insurance	\$ 100.00	1,200.00
Association-Crime Coverage	\$ 40.00	480.00
Electricity-Lighting	\$ 100.00	1,200.00
Water & Fire Hydrant	\$ 50.00	600.00
Trash and Recycling	\$ 300.00	3,600.00
Asphalt, Curb & Sidewalk Repairs	\$ 100.00	1,200.00
Snow & Ice Management	\$ 1,000.00	12,000.00
Landscaping-Ongoing Maintenance	\$ 900.00	10,800.00
Accounting	\$ 200.00	2,400.00
Annual Tax Preparation	\$ 62.50	
TOTAL COMON EXPENSES	\$ 2,977.50	32,820.00
<hr/>		
COMMON CHARGES PER UNIT (15UNITS)	\$ 198.50	2,376.00

Exhibit F

KINGS RIDGE ESTATES HOMEOWNERS ASSOCIATION INC.
KINGS RIDGE ESTATES, A PLANNED COMMUNITY
STATUTORY PROVISIONS – COMMON INTEREST OWNERSHIP ACT

COLLECTION POLICY

The Connecticut Common Interest Ownership Act (“The Act”), codified at C.G.S. Section 47-258, provides for a Statutory Limited Lien for unpaid common expenses. The lien is prior in right to a first mortgage and a second mortgage for only nine (9) months of common charges. In all other respects the lien is a priority lien against all other liens or monetary encumbrances against a unit. The priority lien also includes court costs, title search costs and attorney’s fees. The priority lien does not include special assessments.

Both the Connecticut Law and the Documents provide that each unit owner is responsible for all costs and expenses incurred by the association in collecting unpaid common charges including reasonable attorney’s fees, sheriff’s fees, title search fees, appraisal fees and court fees which are typically incurred in situations where a foreclosure action is initiated in order to collect such unpaid common charges.

The major concern with the statutory lien is that the Association is protected by this priority for only nine (9) months of common expenses if there is a mortgage on the Unit.

The relatively short nine (9) month priority period means that the Association should refer an unpaid Unit Account to an Attorney for collection when more than two (2) months of unpaid common expenses have accrued on the Unit Account. A typical collection proceeding, including a court foreclosure of the Association’s lien when necessary, typically takes five to seven months or more to complete. There exists a likelihood of a loss to the Association in every situation where a foreclosure action is required in order to recover common expenses. Many foreclosures are not typical and can take far more time if a unit owner or lien holders can not be located or if a bankruptcy petition is filed. It is critical to begin collection proceedings not later than the third month of default on payment of common charges.

Section 47-258 of the Act empowers the Association to foreclose its lien on a unit in order to collect unpaid assessments. The amendments add a new Subsection 47-258(m) to the Act. Subsection 47-258(m) sets out the following new requirements that must be met before the Association can begin a foreclosure action:

- A. The outstanding balance owed by the unit owner must equal at least two months of common expense assessments under the current annual budget;
- B. The Association must make a written demand for payment, either by hard copy or electronically; and
- C. The board must specifically vote to begin a foreclosure against the unit, or adopt a standard policy that provides for foreclosure against the unit.

STANDARD COLLECTION POLICY
INCLUDING WHEN FORECLOSURE IS AUTHORIZED

1. It is the responsibility of each unit owner to pay all common charges, assessments, fines and other charges imposed on the Unit Account when such payments are due. There is no legal requirement that the Association send a monthly statement or any other notice when charges are due except in situations where there is a change in the amount of the monthly common charges or in similar situations. The Association mailings of statements, overdue statements or final warning letters are a matter of convenience only. There is no legal requirement to send such notices and the failure of the Association to send such notices and/or the non-receipt of such notices by a unit owner does not constitute a legal excuse to not pay such charges when due. It is the responsibility of each unit owner to contact the Association with any questions as to the amount owed on a Unit Account.

2. All amounts received from a unit owner shall be applied to the oldest unpaid amount as shown on the Unit Account Statement. There shall be a late charge in the amount of \$25.00 per month. The late charge will be imposed on the fifteenth (15th) calendar day of each month if there is any amount unpaid on the Unit Account as of the fifteenth (15th) day of each calendar month, provided, however, no late charge shall be imposed for any month in which the unit owner makes a payment of not less than the amount due for said month and said payment is made on or before the fifteenth (15th) day of the month.

3. The property manager shall refer a Unit Account to the Association's attorney for legal collection proceedings when the amount unpaid on a Unit Account is greater than two (2) months of monthly common charges and/or two (2) months have passed without receipt of a payment from the unit owner.

4. The attorney for the Association is required to make a written demand for payment, either by hard copy or electronically prior to beginning a foreclosure. The

said written demand shall include a proposed payment plan that the Association will accept. A foreclosure action may not be commenced unless the unit owner fails to accept the payment plan or the unit owner does accept the payment plan but fails to make payments in accordance with the payment plan. The attorney notice will include notice required by the Fair Debt Collection Act and request that the unit owner pay the Unit Account in full or the unit owner may accept a payment plan as proposed the Association.

5. The first attorney letter shall contain a thirty (30) day notice period before a foreclosure may be commenced. If the unit owner contacts the attorney and requests verification of the amount of unpaid common expenses every reasonable effort is made to research the account and provide written verification of the amount of unpaid common expenses without additional charge to the unit owner. Once the debt is verified, the unit owner is provided an opportunity to present a payment plan if the unit owner is not able to pay that account in full at one time. The policy of the Association is to accept a payment plan provided that the payment plan (1) is in writing; (2) requires payment of the current monthly common expenses and assessments, if any that are due; and (3) an additional monthly payment towards the arrearage in an amount sufficient to satisfy the Unit Account arrearage and bring the Unit Account current within six (6) month time period. For example, the minimum payment in any payment plan will be the amount due for the current month and an equal amount towards the arrearage or a double payment for each month of the plan. In addition the payment plan must be completed within six (6) months of the date of the first written demand for payment to the unit owner. The date of written demand is the date that the letter is sent to the unit owner. All such notices or letters concerning payment shall be deemed received two (2) business days from the date sent. In extreme situations the payment plan may be modified provided the payment plan is in writing and there is no dispute as to the amount owed. In all cases, the payment plan includes a provision that the unit owner will be responsible for all common charges, late charges, assessments, attorney's fees and costs of collection.

6. Once an account is referred to an attorney for collection, the Association requires the unit owner to deal directly with the attorney's office until the account is paid current. Any checks or payments received by the Association directly from a unit owner will be delivered to the attorney's office. The attorney's office will decide on a case by case basis whether to accept the check on account or return the check to the unit owner. If a check is accepted on account the check is delivered to the Association and a new letter is sent to the unit owner with an updated unit account statement itemizing the amounts paid and unpaid and again requesting that the unit owner pay the account in full or contact the attorney's office and propose a payment plan acceptable to the

Association. The property manager shall not communicate with unit owner(s) concerning unit accounts that have been referred to an attorney for collection, but shall refer all unit owner contact to the attorney for review and response until the account is current and the attorney's file is closed.

7. STANDARD POLICY WHEN FORECLOSURE IS AUTHORIZED. In situations where the unit owner does not contact the attorney and/or the unit owner fails to sign a payment plan and/or a payment plan is accepted by the unit owner but the unit owner fails to make payments in accordance with the payment plan, a foreclosure action will be commenced. Every record owner of the condominium unit and any party owning a record interest in the unit (examples: holders or mortgages and/or judgment liens) is required to be named as a defendant and served a copy of the foreclosure complaint.

In situations where a foreclosure has been commenced, a unit owner may propose a payment plan but any such payment plan will be subject to approval of the Association. There is not a standard payment plan and there is no guaranty that any payment plan will be accepted once a foreclosure has been commenced.

It is the policy of the Association to aggressively pursue foreclosure actions once commenced and make every effort to complete a foreclosure action within five or seven months. If this time period is achieved, there is minimal risk that the Association will lose common charges. The Association will not recover the common charges for time periods exceeding a nine (9) month priority period.

In many situations, it is not possible to complete a foreclosure in the seven (7) month time period because one or more defendants may file bankruptcy and/or one or more defendants cannot be located, or a number of other reasons.

8. In some situations there may be a second foreclosure against the same unit commenced by a Bank or other party such as the owner of Municipal Tax Liens. In such cases, the Association must participate and defend the position of the Association throughout the case. In bank foreclosure situations, the Association will send a letter to the bank requesting a nine (9) month priority payment of common expenses together with all costs incurred by the Association in connection with the unit account. Said letter includes a notice that the foreclosing party is responsible for payment of common expenses for time periods following the date that the title vests in the foreclosing bank.

In situations where the Condominium foreclosure is completed, a notice is sent to the owner of the first priority mortgage. Said notice contains an itemization of all

amounts required to be paid by the mortgage holder in order to redeem the unit on its law day and said notice also contains a statement that current condominium charges must be paid from the date that the title vests in the redeeming party.

9. Once a unit Account is collected in full or is collected to the fullest extent possible under Connecticut law, the Unit Account is deemed Paid Current and returned to the Management Company-Association.

10. In situations where an account is in collection and a check/payment is received from the unit owner, the attorney for the Association may endorse the check as agent for the Association for purposes of depositing the check into the attorney's client's trustee account and making disbursements in accordance with this Collection Policy and in accordance with the retainer agreement between the Association and the attorney.

11. All amounts paid by a unit owner shall be applied in the oldest amounts shown on the unit account statement. Generally, the following order shall be used, but the Association and/or the attorney for the Association shall have discretion to apply unit owner payments other than the general order.

- i. Payment of the oldest amount of unpaid common expenses and/or assessments on the unit account;
- ii. Payment of late charges and/or interest;
- iii. Payment of other amounts due the Association;
- iv. Payment of legal fees and disbursements incurred in connection with the collection and/or foreclosure;
- v. Payment of fines.

In situations where the only amount outstanding on the Unit Account statement are fines, the Association shall not begin a foreclosure unless as a pre-condition the Association first obtains a civil judgment against the unit owner and then files a judgment lien against the unit on the land records.

In situations where the unit owner account includes amounts owed to the Association for damages to Association property and/or required maintenance pursuant to the Condominium Documents, all such amounts shall be the same as common charges.

This Collection Policy shall be a standard policy and the Association hereby authorizes commencement of foreclosure against unit provided that all provisions of this Collection Policy have been followed before commencement of a foreclosure.

KINGS RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.

Approved by the Board of Directors on this ____ day of _____,
2019.

By: Mark Lovley, its President

Exhibit G

KINGS RIDGE ESTATES

**785 SOUTH END ROAD, SOUTHINGTON,
CONNECTICUT**

**Affordability Plan for
Housing Opportunity District**

DEFINITIONS:

"Community" - means the Kings Ridge Estates development, a 15 unit single family home development, approved by the Southington Planning and Zoning Commission, as more fully described in **Schedule A**. The site plan is on file with that Commission.

"Housing Opportunity District Home" or "HOD Home" - means a home within the Kings Ridge Estates development that is subject to long-term price or rental restrictions as set forth in this plan.

"Model Home" means a unit or a single-family home within the Kings Ridge Estates development that will be constructed to the minimum specifications set forth in **Schedule C** of this plan, and will be sold at market value.

"Developer" means Lovley Development, Inc. or its successors or assigns.

;
;
;
;
;

I. Homes Designated for Affordable Housing.

Ten percent (10%), or two (2), of the homes of the Community will be designated as affordable housing units. The specific homes designated as affordable housing (to be called "HOD Homes") are identified in Schedule B attached hereto.

II. Forty (40) Year Period.

The HOD Homes shall be designated as affordable for forty(40) years. The forty (40) year affordability period shall be calculated separately for each HOD Home, and the period shall begin on the date of conveyance of such HOD Home from the Developer or its successors or assigns to an eligible purchaser, as hereinafter defined,

III. Construction Sequence

The Community shall be constructed in phases as follows:

Fifteen homes will be constructed on the property. Two of these homes, or 10 percent, will be price restricted.

IV. Nature of Construction of HOD Homes and Market-Rate Homes.

Within the Community, the Developer shall offer a Model Home, for sale at market value, which shall be built in compliance with the minimum specification which includes square footage, exterior finishes, interior materials, and amenities set forth in Schedule C of this Affordability Plan. Purchasers of market-rate homes within the Community may upgrade or alter any aspect of the specifications for the Model Home. However, each HOD Home shall contain not less than seventy-five percent (75%) of the square footage of the Model Home, and shall be constructed in compliance with the minimum specification

set forth in Schedule C, the intent of this section being that each HOD Home shall be comparable in size, quality, and appearance to the Model Home.

V. Entity Responsible for Administration and Compliance.

This Affordability Plan will be administered by Lovley Development, Inc, or its designees, successors and assigns. ("Administrator") The Administrator shall be responsible for the following:

- A. Ensuring that households applying for affordable units qualify within applicable maximum income limits;
- B. Assuring the accuracy of sale and resale prices or rents, and providing documentation where necessary to buyers, sellers, lessors, lessees, and financing institutions;
- C. Ensuring that the designated HOD Homes remain affordable for the 40-year affordability period.

The Administrator shall submit a status report to the Town Planner or her designee, in compliance with this affordability Plan annually on or about January 31. Sellers, purchasers, lenders or title insurers may, upon written request to the Administrator, obtain written certification of compliance with applicable set aside, household income, sale, or resale price limitations or requirements. The Administrator shall provide the requested information in a timely manner.

Notwithstanding any of the above, the Developer will be responsible for all advertising and marketing requirements for initial sales under this Plan.

VI. Notice of Initial Sale of HOD Homes.

Except as provided in Section X hereof, the Developer shall provide notice of the availability of each HOD Home for purchase (the "Notice of Initial Sale"). Such notices shall be provided in accordance with the Affirmative Fair Housing Marketing Plan as outlined in Section VIII. The Administrator shall also provide such notice to the Commission. Such notice shall include a description of the available HOD Home(s), the eligibility criteria for potential purchasers, the Maximum Sale Price (as hereinafter defined), and the availability of application forms and additional information. All such notices shall comply with the Federal Fair Housing Act, 42 U.S.C. §§ 3601 et seq. and the Connecticut Fair Housing Act, Conn. Gen. Stat. §§ 46a- 64b, 64c (together, the "Fair Housing Acts"),

VII. Purchaser or Renter Eligibility.

Ten percent (10%) two (2) homes in the Community) of the homes for sale shall be offered to families whose income is less than or equal to eighty percent (80%) of the area or statewide median income. The area and statewide median income shall be as determined by the U.S. Department of Housing and Urban Development ("HUD"). Purchasers shall be permitted to

make down payments that exceed twenty (20%) percent of the purchase price; however, for the purposes of calculating the Maximum Sales Price, a twenty percent (20%) down payment shall be used,

A Unit may also be rented to qualified families per Southington Zoning Regulations.

VIII. Affirmative Fair Housing Marketing Plan.

The sale of both HOD Homes and market-rate units in Kings Ridge Estates shall be publicized, using State regulations for affirmative fair housing marketing programs as guidelines. The purpose of such efforts shall be to apprise residents of municipalities of relatively high concentrations of minority populations of the availability of such units. The Developer shall have responsibility for compliance with this section. Notices of initial availability of units shall be provided, at a minimum, by advertising at least two times in a newspaper of general circulation in such Identified municipalities, and notices of initial availability of units may be provided by advertising in a newspaper of general circulations in Southington. The

Administrator shall also provide such notices to the Southington Planning and Zoning Commission and the local housing authority.

Such notices shall include a description of the available HOD Home(s), the eligibility criteria for potential purchasers, the Maximum Sale Price (as hereinafter defined), and the availability of application forms and additional information.

Using the above-referenced State regulations as guidelines, dissemination of information about available affordable and market rate units shall include:

- A. Analyzing census. Connecticut Department of Economic and Community Development town profiles, and other data to identify racial and ethnic groups least likely to apply based on representation in Southington's population, including Asian Pacific, Black, Hispanic, and Native American populations.

- B. Announcements/advertisements in publications and other media that will reach minority populations, including newspapers and radio stations serving Southington's Metropolitan Statistical Area and Regional Planning Area, and advertisements or flyers likely to be viewed on public transportation or public highway areas.
- C. Announcements to social service agencies and other community contacts serving low-income minority families (such as churches, civil rights organizations, the housing authority and other housing authorities in towns represented in the Central Connecticut Regional Planning Agency, legal services organizations, etc.
- D. Assistance to minority applicants in processing applications.
- E. Marketing efforts in geographic areas of high minority concentrations within the housing market area and metropolitan statistical area.

- F. Beginning affirmative marketing efforts prior to general marketing of units and repeating again during initial marketing and at 50 percent completion, and thereafter at reasonable period intervals with respect to resales.
- G. Collection of basic racial and ethnic information for all Residents and persons on the wait list for the Community.

All notices shall comply with the Federal Fair Housing Act, 42 U.S.C. §§ 3601 et seq. and the Connecticut Fair Housing Act, Conn. Gen. Stat. §§ 46a-64b, 64c (together, the "Fair Housing Acts"). Preference in the sale of HOD homes may be given to Southington residents in accordance with the Fair Housing Acts.

IX. Application Process.

A family or household seeking to purchase one of the HOD Homes ("Applicant") must complete an application to determine eligibility. The application form and process shall comply with the Fair Housing Act.

A. Application Form.

The application form shall be provided by the Administrator and shall include an income , pre-certification eligibility form and an income certification form. In general, income for purposes of determining an Applicant's qualifications shall include the Applicant family's total anticipated income from all sources for the twelve (12) month period following the date the application is submitted ("Application Date"). If the Applicant's financial disclosures indicate that the Applicant may experience a significant change in the Applicant's future income during the twelve (12) month period, the Administrator shall not consider this change unless there is a reasonable assurance that the change

will in fact occur. The Applicant's income need not be re-verified after the time of initial purchase. In determining what is and is not to be included in the definition of family annual income, the Administrator shall use the criteria set forth by HUD and listed on **Schedule D**, attached.

B, Applicant Interview.

The Administrator shall interview an Applicant upon submission of the completed application. Specifically, the Administrator shall, during the interview, undertake the following:

1. Review with the Applicant all the information provided on the application.
2. Explain to the Applicant the requirements for eligibility, verification procedures, and the penalties for supplying false information.
3. Verify that all sources of family income and family assets have been listed in the application. The term "family" shall be as defined by the Zoning Regulations of the Town of Southington.
4. Request the Applicant to sign the necessary release forms to be used in verifying income. Inform the Applicant of what verification and documentation must be provided before the application is deemed complete.
5. Inform the Applicant that a certified decision as to eligibility cannot be made until all items on the application have been verified.
6. Review with the Applicant the process and restrictions regarding re-sale.

C. Verification of Applicant Income.

Where it is evident from the income certification form provided by the Applicant that the Applicant is not eligible, additional verification procedures shall not be necessary. However, if the Applicant appears to be eligible, the Administrator shall issue a pre-certification letter. The letter shall indicate to

the Applicant and the Developer that the Applicant is income eligible, subject to the verification of the information provided in the Application. The letter will notify the Applicant that he/she will have thirty (30) days to submit all required documentation.

If applicable, the Applicant shall provide the documentation listed on Schedule E attached hereto, to the Administrator. This list is not exclusive, and the Administrator may require any other verification or documentation, as the Administrator deems necessary.

X. Prioritization of Applicants for Initial Sale,

If, after publication of the Notice of Initial Sale as described in Section VI hereof, the number of qualified Applicants exceeds the number of HOD Homes, then the Administrator shall establish a priority list of applicants based on a first come, first served" basis, subject to the applicant's income pre certification eligibility and the preferences as established in this Section X. The HOD Homes will then be offered according to the applicant's numerical listing. In the event the Community is built in phases, the same procedure shall be held for each phase.

Those who meet the criteria of "least likely to apply"¹ as defined in Connecticut State Agency Regulations § 8-37ee, and meet the income eligibility criteria as set forth in Section VII hereof shall be given first preference in the purchase of two (2) HOD Homes offered for sale in the Community (Preferred Units"). This preference category is subject to revision as may be required by the federal Office of Fair Housing and Equal Opportunity. This preference shall apply to the initial sales, but not to subsequent re-sales, of the HOD Homes.

XI. Maximum Initial Sale Price,

Calculation of the maximum initial sale price ("Maximum Initial Sale Price") for a HOD Home, so as to satisfy Conn. Gen. Stat. § 8-30g, shall utilize the lesser of the area median income data for the Town or the statewide median income as published by HUD as in effect on the day a purchase and sale agreement is accepted by the owner of the HOD Home ("Owner") . The Maximum Initial Sale Price shall be calculated as follows:

**EXAMPLE CALCULATION OF
SALES PRICE OF A 3 BEDROOM
HOME FOR A HOUSEHOLD
EARNING
80 PERCENT OF AREA MEDIAN
INCOME:**

**SAMPLE
COMPUTAT
IONS
BASED ON
FY 2019
DATA**

- | | | |
|----|--|--------------|
| 1. | Determine lower of area or statewide (\$97,900.00) median income for a family of four (4) (Hartford-West Hartford-East Hartford PMSA): | \$97,900.00 |
| 2. | Determine the adjusted income for a household of 4.5 persons by calculating 104 percent of Item 1. | \$101,816.00 |
| | Calculate 80 per cent of Item 2 | \$ 81,453.00 |
| | Calculate 30 percent of Item 3 representing the maximum portion of a family's income that may be used for housing. | \$24,436.00 |
| 5. | Divide Item 4 by 12 to determine the maximum monthly outlay: | \$ 2,036.00 |
| 6. | Determine reasonable estimate for expenses, including real estate taxes (\$306) ¹ , utilities (\$150), insurance (\$50) and association fee (\$50): | \$ 966.00 |
| 7, | Subtract Item 6 from Item 5 to determine the amount \$1,070.00 available for mortgage principal and interest: | |

8. Apply Item 7 to a reasonable mortgage term \$224,123.00 (such as 30 years) at a reasonably available interest rate (5.0 percent rate for the sample calculation) to determine mortgage amount:
9. Assume 20 percent down payment: \$
10. Add Items 8 and 9 to determine MAXIMUM SALES PRICE: \$280,153.00

XII, Principal Residence.

HOD Homes shall be occupied only as an Owner's principal residence. Leasing of HOD Homes by the Owner shall be prohibited.

XIII. Requirement to Maintain Condition.

All Owners are required to maintain their homes. The Owner shall not destroy, damage or impair the home, allow the home to deteriorate, or commit waste on the home. When a HOD Home is offered for re sale, the Administrator may cause the home to be inspected.

XIV. Resale of a HOD Home.

An Owner may sell his or her HOD Home at any time, provided that the Owner complies with the restrictions concerning the sale of homes as set forth in this Affordability Plan and in the deed restrictions attached hereto as Schedule F (the "Deed Restrictions"). If the Owner wishes to sell, the Owner shall notify the Administrator in writing. The Owner shall pay the Administrator a fee to cover the cost of administering the sale. The Administrator shall then work with the Owner to calculate a Maximum Resale Price, as set forth in Section XI The Administrator shall publish notice of the availability of the home in the same manner as was followed for the initial sale, as set forth in section VI above. The Administrator shall bring any purchase offers received to the attention of the Owner.

The Owner may hire a real estate broker or otherwise individually solicit offers, independent of the Administrator's action, from potential purchasers. The Owner shall inform any potential purchaser of the affordability restrictions before any purchase and sale agreement is executed by furnishing the potential purchaser with a copy of this Affordability Plan. The purchase and sale agreement shall contain a provision to the effect that the sale is contingent upon a determination by the Administrator that the potential purchaser meets the eligibility criteria set forth in this Plan. Once the Owner and potential purchaser execute the purchase and sale agreement, the potential purchaser shall immediately notify the Administrator in writing.

The Administrator shall have thirty (30) days from such notice to determine the eligibility of the potential purchaser in accordance with the application process set forth in Section IX above. The Administrator shall notify the Owner and the potential purchaser of its determination of eligibility in writing within said thirty (30) day period. If the Administrator determines that the potential purchaser is not eligible, the purchase and sale agreement shall be void, and the Owner may solicit other potential purchasers. If the Administrator determines that the potential purchaser is eligible, the Administrator shall provide the potential purchaser and the Owner with a signed certification, executed in recordable form, to the effect that the sale of the particular Home has complied with the provisions of this Affordability Plan. The Owner shall bear the cost of recording the certification.

XV, Enforcement.

A violation of this Affordability Plan or the Deed Restrictions shall not result in a forfeiture of title, but the Southington Planning and Zoning Commission or its designated agent shall otherwise retain all enforcement powers granted by the Connecticut General Statutes, including § 8-12, which powers include, but are not limited to, the authority, at any reasonable time, to inspect the property and to examine the books and records of the Administrator to determine compliance of HOD Homes with the affordable housing regulations.

xvi. Deed Restrictions.

The Deed Restrictions contained in Schedule F shall be included in each deed of a HOD Home during the forty (40) year period in which the affordability program is in place to provide notice of the affordability restrictions and to bind future purchasers.

xvii. Binding Effect,

This Affordability Plan shall be binding on the successors and assigns of the Developer.

XVIII Recordation of Covenant.

A Restrictive Covenant in substantially the same form as Schedule G shall be recorded upon approval of this Affordability Plan and shall remain in place until the Deed Restrictions identified in Section XVI and Schedule F are implemented.

HOD HOUSING UNITS SHALL ONLY BE SOLD OR RENTED
TO QUALIFIED APPLICANTS

SCHEDULE B
IDENTIFICATION
OF HOD HOMES

UNITS 2 AND 4

SCHEDULE D
DEFINITIONS AND ELEMENTS OF ANNUAL FAMILY INCOME

1. Annual income shall be calculated with reference to 24 C.F.R. § 5,609, and includes, but is not limited to, the following:
 - a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services;
 - b. The net income from operations of a business or profession, before any capital expenditures but including any allowance for depreciation expense;
 - c. Interest, dividends, and other net income of any kind from real or personal property;
 - d. The full amount of periodic payments received from Social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, or other similar types of periodic payments;
 - e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay;
 - f. Welfare assistance. If the welfare assistance payments include an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance to be included as income consists of the following:
 - (i) The amount of the allowance exclusive of the amounts designated for shelter or utilities, plus

(2) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities;

g. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing with the Applicant (e.g. periodic gifts from family members, churches, or other sponsored group, even if the gifts are designated as rental or other assistance);

h. All regular pay, special pay and allowances of a member of the armed forces;

i. Any assets not earning a verifiable income shall have an imputed interest income using a current average annual savings interest rate.

2. Excluded from the definition of family annual income are the following:

a. Income from employment of children under the age of 18;

b. Payments received for the care of foster children;

c. Lump-sum additions to family_ assets, such as inheritances, insurance payments, capital gains and settlement for personal or property losses;

d. Amounts received that are specifically for, or in reimbursement of, the cost of medical expense for any family member;

e. Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran in connection with education costs;

f. Amounts received under training programs funded by HUD;

g. Income of a live-in aide, as defined in 24 C.F.R. § 5403;

h. The special pay to a family member serving in the

Armed Forces who is exposed to hostile fire;

1. Food stamps; and

J. Temporary, nonrecurring or sporadic income (including gifts that are not regular or periodic).

3. Net family assets for purposes of imputing annual income include the following:

a. Cash held in savings and checking accounts, safety deposit boxes, etc.;

b. The current market value of a trust for which any household member has an interest;

c. The current market value, less any outstanding loan balances of any rental property or other capital investment;

d. The current market value of all stocks, bonds, treasury bills, certificates of deposit and money market funds;

e. The current value of any individual retirement, 401K or Keogh account;

f. The cash value of a retirement or pension fund which the family member can withdraw without terminating employment or retiring;

g. Any lump-sum receipts not otherwise included in income (i.e., inheritances, capital gains, one-time lottery winnings, and settlement on insurance claims);

h. The current market value of any personal property held for investment (i.e., gems, jewelry, coin collections); and

i. Assets disposed of within two (2) years before the Application Date, but only to the extent consideration received was less than the fair market value of the asset at the time it was sold.

4. Net family assets do not include the following:
 - a. Necessary personal property (clothing, furniture, cars, etc.);
 - b. Vehicles equipped for handicapped individuals
 - c. Life insurance policies;
 - d. Assets which are part of an active business, not including rental properties and
 - e. Assets that are not accessible to the Applicant and provide no income to the Applicant.

**SCHEDULE E
DOCUMENTATION
OF INCOME**

The following documents Shall be provided, where applicable, to the Administrator to determine income eligibility:

I. Employment Income.

Verification forms must request the employer to specify the frequency of pay, the effective date of the last pay increase, and the probability and effective date of any increase during the next twelve (12) months. Acceptable forms of verification (of which at least one must be included in the Applicant file) include:

- a. An employment verification form completed by the employer.
- b. Check Stubs or earnings statement showing Applicants gross pay per pay period and frequency of pay.
- c. W-2 forms if the Applicant has had the same job for at least two years and pay increases can be accurately projected.
- d. Notarized statements, affidavits or income tax returns signed by the Applicant describing self-employment and amount of income, or income from tips and other gratuities.

2. Social Security, Pensions, Supplementary Security Income, Disability Income.

- a. Benefit verification form completed by agency providing the benefits.
- b. Award or benefit notification letters

prepared and signed by the authorizing agency. (Since checks or bank deposit slips show only net amounts remaining after deducting SSI or Medicare, they may be used only when award letter cannot be obtained.)

c. If a local Social Security Administration (SSA) office refuses to provide written verification, the Administrator should meet with the SSA office supervisor. If the supervisor refuses to complete the verification forms in a timely manner, the Administrator may Accept a check or automatic deposit slip as interim verification of social security for SSI benefits as long as any Medicare or state health insurance withholdings are included in the annual income.

3. Unemployment Compensation.

- a. Verification form completed by the unemployment compensation agency.
- b. Records from unemployment office stating payment dates and amounts.

4. Government Assistance.

a. All Government Assistance Programs.

Agency's written statements as to type and amount of assistance Applicant is now receiving, and any changes in assistance expected during the next twelve (12) months.

- b. Additional Information for "As-paid" Programs: Agency's written schedule or statement that describes how the "as-paid" system works, the maximum amount the applicant may receive for shelter and utilities and, if applicable, any actors used to ratably reduce the applicant's grant.

= 5. Alimony or Child Support Payments

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c. Copy of the separation or settlement

Agreement or a divorce decree stating amount and type of support and Payment schedules.

- d. A letter from the person paying the support.

- e. Copy of latest check. The date, amount, and number of the check must be documented.

f. Applicant's notarized statement or affidavit of amount received or that support payments are not being received and the likelihood of support payments being received in the future.

5. Net Income from a Business.

The following documents show income for the prior years. The Administrator must consult with Applicant and use this data to estimate income for the next twelve (12) months.

- a. IRS Tax Return, Form 1040, including any:
 - (1) Schedule C (Small Business).
 - (2) Schedule E (Rental Property Income).

(3) Schedule F (Farm Income).

b. An accountant's calculation of depreciation expense, computed using straight-line depreciation rules. (Required when accelerated depreciation was used on the tax return or financial statement.)

c. Audited or unaudited financial statement(s) of the business.

d. A copy of a recent loan application listing income derived from the business during the previous twelve (12) months.

c. Applicant's notarized statement or affidavit as to net income realized from the business during previous years.

7. Recurring Gifts.

a. Notarized statement or affidavit signed by the person providing the assistance. Must give the purpose, dates and value of gifts.

b. Applicant's notarized statement or affidavit that provides the information above.

8. Scholarships, Grants, and Veterans Administration Benefits for Education.

a. Benefactor's written confirmation of amount of assistance, and educational institution's written confirmation of expected cost of the student's tuition, fees, books and equipment for the next twelve (12) months. To the extent the amount of assistance received is less than or equal to actual educational costs, the assistance payments will be excluded from the Applicant's gross income. Any excess will be included in income,

b. Copies of latest benefit checks, if benefits are paid directly to student. Copies of canceled checks or receipts for tuition, fees, books, and equipment, if such income and expenses are not expected to change for the next twelve (12) months.

c. Lease and receipts or bills for rent and utility costs paid by students living away from home .

9. Family Assets Currently Held.

For non-liquid assets, collect enough information to determine the current cash value (i.e., the net amount the Applicant would receive if the asset were converted to cash).

- a. Verification forms, letters, or documents from a financial institution, broker, etc.
- b. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- c. Quotes from a stockbroker or realty agent as to net amount Applicant would receive if Applicant liquidated securities or real estate.
- d. Real estate-tax statements if tax-authority uses approximate market value,
- e. Copies of closing documents showing the selling price, the distribution of the sales proceeds and the net amount to the borrower.
- f. Appraisals of personal property held as an investment.
- g. Applicants notarized statements or signed affidavits describing assets or verifying the amount of cash held at the applicant's home or in safe deposit boxes.

10. Assets Disposed of for Less Than Fair Market Value ("FMV") During Two Years Preceding Application Date.

a. Applicant's certification as to whether it has disposed of assets for less than FMV during the two (2) years preceding the Application Date.

b. If the Applicant states that it did dispose of assets for less than FMV, then a written statement by the Applicant must include the following:

- (1) A list of all assets disposed of for less than FMV;
- (2) The date Applicant disposed of the assets;
- (3) The amount the Applicant received; and
- (4) The market value to the asset(s) at the time of disposition.

11. Savings Account Interest Income and Dividends.

a. Account statements, passbooks, certificates of deposit, etc., if they show enough information and are signed by the financial institution,

b. Broker's quarterly statements showing value of stocks or bonds and the earnings credited the Applicant.

c. If an IRS Form I 099 is accepted from the financial institution for prior year earnings, the Administrator must adjust the information to project earnings expected for the next twelve (12) months.

12. Rental Income from Property Owned by Applicant.

The following, adjusted for changes expected during the next twelve (12) months, may be used:

- a. IRS Form 1040 ,with Schedule E (Rental Income).
- b. Copies of latest rent checks, leases, or utility bills.
- c. Documentation of Applicant's income and expenses in renting the property (tax statements, insurance premiums, receipts for reasonable maintenance and utilities, bank statements or amortization schedules showing monthly interest expense.
- d. Lessee¹'s written statement identifying monthly payments due the Applicant and Applicant's affidavit as to net income realized.

13. Full-Time Student Status.

- a. Written verification from the registrar's office or appropriate school official.
- b. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the school.

**SCHEDULE F
DEED
RESTRICTIONS**

The language below shall be inserted in each deed for a HOD Home for the duration of the forty (40) year sale price restriction period.

The property conveyed hereby is an "affordable housing" home as defined in Conn. Gen. Stat. § 8-30g. Said property is subject to the following restrictions (the "Restrictions"):

1. The owners of said unit shall sell or transfer said unit ("a moderate-income home") only to a family or household whose income is less than or equal to eighty percent (80%) of the lesser of the area median income for the Town of Southington ("Town") determined by the Connecticut Department of Housing and the U.S. Department of Housing and Urban development ("HUD"). The designation as a moderate-income home shall remain in place for the duration of the price restriction period, Determination of a potential purchaser's eligibility shall be made by the Administrator (as defined in that certain Affordability Plan (the "Affordability Plan") for the Community of which said property is a part, a copy of which site plan is on file in the Town's Planning and Zoning Office.

TO BE INSERTED IN ALL HOD HOME DEEDS:

2. In the event said owner desires to make said property available for sale, said owner shall notify the Administrator in writing. The owner shall pay the Administrator a fee to cover the cost of administering the sale. The Administrator shall then provide notice of the availability of said property for purchase. Such notice shall be provided at a minimum, by advertising at least two times in newspapers of general circulation in the Town. The owner shall bear the cost of such advertisement. The Administrator shall also provide such notice to the Southington Planning and Zoning Commission and the Town of Southington. Such notice shall include a description of said property the eligibility criteria for potential purchasers, the Maximum Sale Price and the availability of application forms and additional information. All such notices shall comply with the Federal Fair Housing Act, 42 U.S.C. 3601, et seq. and the Connecticut Fair Housing Act, Conn. Gen. Stat. 46a-64b, 64c. Said owner may hire a real estate agent or otherwise individually solicit offers, independent of the Administrator's action, from potential purchasers. Said owner shall inform any potential purchaser of the affordability restrictions before any purchase and sale agreement is executed by furnishing the potential purchaser with a copy of the Affordability Plan. The purchase and sale agreement shall contain a provision to the effect that the sale is contingent upon a determination by the Administrator

that the potential purchaser meets the eligibility criteria set forth in the Affordability Plan, Once the purchase and sale agreement is executed by said owner and the potential purchaser, the potential purchaser shall immediately notify the Administrator in writing. The Administrator shall have thirty (30) days from such notice to determine the eligibility of the potential purchaser in accordance with the application process set forth in the Affordability Plan. The Administrator shall notify said owner and the potential purchaser of its determination of eligibility in writing within said thirty (30) day period. If the Administrator determines that the potential purchaser is not eligible, the purchase and sale agreement shall be void, and said owner may solicit other potential purchasers. If the Administrator determines that the potential purchaser is eligible, the Administrator shall provide the potential purchaser and said owner with a signed certification, executed in recordable form, to the effect that the sale of the particular HOD Home has complied with the provisions of the Affordability Plan. The Owner shall bear the cost of recording said certification.

3. Said owner shall occupy said property as said owner's principal residence and shall not lease said property.
4. Said owner shall maintain said property. Said owner shall not destroy, damage or impair said property, allow said property to deteriorate, or

commit waste on said property. When said property is offered for re-sale, the Administrator may cause said property to be inspected.

5. A site plan for this community was approved by agencies of the Town based in part on the condition that a defined percentage of the homes in the community would be preserved as affordable homes. The Restrictions are required by law to be strictly enforced.

6. A violation of the Restrictions shall not result in a forfeiture of title, but the Southington Planning and

Zoning Commission or its designated agent shall otherwise retain all enforcement powers granted by the Connecticut General Statutes, including § 8-12, which powers include, but are not limited to, the authority, at any reasonable time, to inspect said property and to examine the books and records of the Administrator to determine compliance of said property with the affordable housing regulations. This provision is not intended to confer and does not confer any authority on the Planning and zoning Commission that it does not have under the General Statutes or the Zoning Regulations.