

DECLARATION OF COVENANTS AND RESTRICTIONS
 LAKERIDGE
TORRINGTON, CONNECTICUT

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DECLARATION OF COVENANTS AND RESTRICTIONS
LAKERIDGE
TORRINGTON, CONNECTICUT

THIS DECLARATION, made this 24th day of September 1974,
by LAKERIDE, INC., a Connecticut corporation, with offices at
Burr Mountain Road, Torrington, Connecticut, ("Developer")

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a recreational residential community with permanent recreational areas and facilities, open spaces, and other common facilities for the benefit of the said community: and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said recreational areas and facilities, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Connecticut as a non-profit corporation, LAKERIDGE ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be, held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Declarations" and "covenants and restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) Appurtenant Interest:

(1) The interest in the Common Properties appurtenant to a Lot:

(2) The interest of an Owner in any Lots previously acquired by the Association or its designee on behalf of Lot Owners, or the proceeds of the sale or lease thereof, if any, and

(3) The interests of an Owner in the Association and in any other asset of the Association, including such Lots as may be acquired by right of first refusal exercised pursuant to the Bylaws, or acquired by foreclosure of its lien for maintenance assessments.

(b) Assessment or Common Charge: The charge assessed against each Lot for the share of Common Expenses allocated to the Lot.

(c) Association: Lakeridge Association, Inc., a non-stock corporation organized and existing under the laws of the State of Connecticut. The Association is not operated for profit.

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

(e) Bylaws: The Bylaws of the Association, a copy of which is attached hereto as Exhibit C and incorporated herein by reference, as the same may be amended from time to time.

(f) Common Expense:

(1) Expense of administration, maintenance, repair or replacement of the Common Properties and portions of Lots maintained by the Association pursuant to the Bylaws.

(2) Expense declared Common Expense by provisions of this Declaration or the Bylaws.

(3) Expense agreed upon as Common Expense by the Association and lawfully assessed against the Lot Owners in accordance with the Bylaws.

(4) Any valid Charge against the Association, or against the Common Properties as a whole.

(g) Common Properties: Those areas of land shown on any approved and recorded final subdivision map of the Properties and intended to be devoted to the common use and enjoyment of the owners of the Lots and shall include all portions of the Properties except the Lots and shall also include common easements over the Lots, and shall include any Lot previously acquired by the Association or its designee on behalf of low owners, including such Lots as may be acquired by right of first refusal exercised pursuant to the Bylaws, or acquired by foreclosure of its lien for maintenance assessments.

(h) Declaration: This Declaration of Covenants and Restrictions, as the same may be amended from time to time.

(i) Developer: Lakeridge, Inc., a Connecticut corporation with offices at Burr Mountain Road, Torrington, Connecticut, its successors in interest pursuant to an instrument duly recorded, conveying its interest as Developer.

(j) Garage: A building or portion of a building situated on Properties designed for the parking of motor vehicles and related miscellaneous storage.

(k) Lot: Any plot of land intended for any type of independent use and ownership shown upon any approved and recorded final subdivision map of the Properties with the exception of Common Properties as heretofore defined. It shall comprise one of the separate and

Numbered plots of land shown on said map of the Properties, subject to the common easements described therein and hereinafter.

(l) Manager: Lakeridge Management Company or any person, firm or corporation employed or engaged as an independent contractor to perform management services for the Association. The term includes Management Agent.

(m) Member: A member of Lakeridge Association, Inc., a fee simple Owner of a Lot, or a non-resident Member, pursuant to Article III of the Declaration.

(n) Owner: The record Owner, whether one or more Persons of the fee simple title to any Lot situated upon the Properties but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgages unless and until such mortgages has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(o) Person: Any entity legally capable of holding an interest in land under the laws of the State of Connecticut.

(p) Properties: All such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(q) Residence: Any portion of a building situated on the Properties designed and intended for use and occupancy for residential purposes by a Person.

(r) Rules & Regulations: Rules & Regulations of the Association for the use of Common Properties and Lots of Lakeridge made and promulgated by the Board of Directors pursuant to Article VIII, Section 2 of the Bylaws, as the name may be amended from time to time.

(s) Trustee: The party designated pursuant to Article XVI, Section 9 of the Bylaws, as the Trustee for the receipt, administration and disbursement of funds for insurance, casualty loss, condemnation or other similar funds.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

ADDITIONS THERETO

Section 1. Properties. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Torrington, County of Litchfield, and State of Connecticut, and is more particularly described on Exhibit A, attached hereto.

Section 2. Additions to the Properties. Additional lands may become subject to this Declaration in the following manner:

(a) Additions in Accordance with a General Plan of Development. The Developer shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such additions are in accord with the general plan of development ("The Master Plan") attached hereto as Exhibit B.

The Master Plan shall not bind the Developer, its successors and assigns, to make the proposed additions or to adhere to the Plan in any subsequent development of the additional properties shown thereon.

The additions authorized under this and the succeeding subsection, shall be made by the Developer or the Association recording on the Torrington Land Records a supplementary declaration of covenants and restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such supplementary declaration of covenants and restrictions may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration within the Properties.

(b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its Members as provided in its Bylaws, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a supplementary declaration of covenants and restrictions, as described in subsection (a) hereof.

Section 3. Mergers. Upon a merger or consolidation of the Association with another association as provided in its certificate of incorporation and Bylaws, its Properties, right and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the Properties, rights and obligations of the Associations as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties, together with the covenants and restrictions established upon any other properties as on scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Properties except as hereinafter provided.

ARTICLE III
MEMBERSHIP, VOTING RIGHTS AND SHARES
IN THE ASSOCIATION

Section 1. Membership. Every person who is an Owner of a Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two classes of voting membership; and two classes of non-voting membership.

Class A. Class A Members shall be all Owners of Lots occupied by Residences with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot occupied by a Residence in which they hold the interests required for

membership by Section 1. When more than one Person holds such interest or interests in any such Lot, all such Persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Member shall be all those Owners of Lots occupied solely by Garages with the exception of the Developer. Class B Members shall be entitled to no vote at all associated with each such Lot.

Class C. Class C Member shall be the Developer. The Class C Member shall be entitled to ten (10) votes for each lot owned by the Developer and occupied or designated to be occupied as a Residence on the subdivision map described in Exhibit A, provided that Class C Membership shall cease and become converted to Class A Membership on the happening of any of the following events whichever occur earlier:

- (a) when the total votes outstanding in the Class C membership equals the total votes outstanding in the Class A membership; or
- (b) on January 1, 1985; or
- (c) at an earlier date at the convenience of the Developer.

From and after the happening of these events, whichever occurs earlier, the Class C Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1.

Class D. Class D Members will be a limited number of non-residents. Class D Members will have the rights and obligations connected with the use of recreational facilities of Lakeridge. Class D memberships will be offered to a limited number of non-residents pursuant to resolution of the Board of Directors, in a number not to exceed fifty (50) families. Class D Members will not be entitled to vote. Class D Membership is non-assignable. Class D membership shall be renewable annually, and shall be terminable for non-payment of Assessments, and at anytime, upon the vote of two-thirds of the Members entitled to vote. The owners of property abutting Burr Mountain Road between Burr Pond State Park and the Torrington-Winchester Town Line shall be eligible for Class D membership.

Section 3. Shares. For purposes of dissolution, or distribution of assets only, Class A and C Members shall be deemed to own one (1) share of the assets of the Association for each Lot in which they respectively hold an interest required for membership. Class B and Class D Members will be deemed to own no share of interest in the assets of the Association.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Owners' Easements of Enjoyment. Subject to the provisions of Section 3, the Developer hereby gives, grants, bargains and sells to every Owner, in common with each other, a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall run with the title to every Lot. Such easement shall include, among other consistent rights, the non-exclusive right to pass and repass across the Common Properties, to use the Common Properties for all purposes as if the Owner were an undivided Owner in common of said Common Properties, and, except pursuant to the provisions of this Declaration and the Bylaws, to prevent the restriction or alienation of the Common Properties.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than January 1, 1983.

Section 3. Extent of Owners' Easements. The rights and easement of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and of the Association, in accordance with its certificate and Bylaws, to borrow money for the purpose of improving, maintaining and operating the Common Properties -- and in aid thereof to mortgage or otherwise lien said Common Properties; In the event of a default of any such mortgage or lien, the lender shall have a right, after taking possession of said Common Properties, to charge admission and other fees as a condition to continue enjoyment by the Members and, if necessary, to open the enjoyment of said Common Properties to a wider public until the mortgage debt is satisfied whereupon the possession of said Common Properties shall be returned to the Association and all rights of the Owners and Members hereunder shall be fully restored; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and

(c) the right of the Association, as provided herein and in its certificate and Bylaws, to suspend the enjoyment rights of any Member for any period during which any Assessment or Common Charge remains unpaid, and for any period during which there is an infraction of the Rules and Regulations, provided said period shall not exceed thirty (30) days, in addition to the period during which such violation exists; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties where such use shall involve additional expense to the Association and shall be different or unique from the use offered to other Members as a whole, or shall involve unique services or instructions, all of which are Common Charges; and

(e) the right of Owners to the exclusive use of parking spaces as provided in Section 4 hereof; and

(f) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the association, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless as instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of members entitled to vote has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and

(g) the right of the Association to grant over, under and upon the Common Properties such easements and cross-easements as it deems to be in the best interests of and necessary and proper for the Developer or Owners of Lakeridge or for the purpose of fulfilling the general plan of development of the project known as Lakeridge, including, but not limited to easements and cross-easements for the purposes of ingress and egress, providing power, electricity, telephone, sewer, water, and other utility services and facilities as well as for irrigation, drainage, television transmission and security services and facilities and all structures and devices in connection therewith; and

(h) the right of the Association to enter into a sale-leaseback transaction. A sale-leaseback transaction shall mean a sale of all or part of the Common Properties, subject to this Declaration and the easement created hereunder, to a savings bank, commercial bank, insurance company or other similar institutional lender and a contemporaneous lease of the same from the purchaser thereof to the Association for an initial term of not less than sixty-five (65) years; and

(i) the right of the Association pursuant to the Bylaws to lease or sublease all or part of the Common Properties for the benefit of the Members; and

(j) the right of the Association to grant licenses and concessions for the use of Common Properties, including licenses to non-members, for the use of the recreational facilities as provided in the Bylaws; and

(k) any other rights of the Developer or the Association contained in the Declaration or the Bylaws.

Section 4. Parking Rights. The Association shall designate at least one parking space with respect to each Residence for the exclusive use of the Owner residing therein, his family and guests, which may be redesignated by the Association from time to time to another location.

ARTICLE V

COVENANT FOR PAYMENT OF ASSESSMENTS AND COMMON CHARGES

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by it within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual Assessments or Common Charges; (2) special Assessments; (3) Assessments for the cost of exterior maintenance pursuant to Article VIII hereunder; (4) Assessments levied pursuant to Article IV, Section 3(d) of the Declaration; (5) Assessments for charges levied pursuant to Article IX, Section 5 of the Declaration; (6) all interest on Assessments and costs of collection, including reasonable attorney's fees, as hereinafter provided; and (7) all other legal Assessments and Common Charges. The Common Charges and Assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such Assessment shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due. Class D Members shall be subject to the personal obligation to pay such Assessments levied against their memberships as the Board of Directors shall establish.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and for all other purposes consistent with the rights and obligations of the Association set forth in this Declaration or in the Association's Certificate, Bylaws or Rules and Regulations.

Section 3. Maximum Assessment until January 1, 1977. Until the year beginning January 1977, the maximum monthly Assessment shall be as follows for the Lot type indicated:

	<u>MAXIMUM MONTHLY ASSESSMENT TO JANUARY 1, 1977</u>
Garage Lot	\$ 3.00
One and Two Bedroom Lots	\$45.00
Three Bedroom Lots	\$49.00
Four Bedroom Lots	\$51.00
Five Bedroom Lots	\$58.00
Class D Members	\$30.00

Said maximum monthly Assessment may be increased by the Association annually, commencing July 1, 1975, in accordance with the Department of Commerce of the United State Cost of Living Index, using as a base year, 1974. Said maximum monthly Assessment may also be increased to include Assessments levied pursuant to Article XVI, Section 3(b) and (c) of the Bylaws.

Said monthly Assessment shall commence and become due and payable on the first day of the month following the recording of this Declaration in the Town Clerk's Office of the Town of Torrington, Connecticut and on the first day of each month thereafter in advance, to and including December 1, 1978.

Section 4. Basis of Annual and Special Assessments on and after January 1, 1977. All annual and special Assessments from and after January 1, 1977 shall be levied on the basis of and shall be apportioned among the various Owners and Members in accordance with the following formula:

The Annual and/or Special Assessment for each Member shall be:

The product of the Applicable Factor (See Note 1) for each category of membership and a fraction, the numerator of which is the total approved annual budget and/or authorized Special Assessment and the denominator of which is the Weighted Total (See Note 2).

Note 1:

The Applicable Factor is a predetermined fixed factor for each category of membership listed in Table 1 below.

Note 2:

The Weighted Total is the sum total of the product of the Applicable Factor and the Projected Mix (See Note 3) for each category of membership as indicated in Table 1 below. The Weighted Total may vary as the Projected Mix is adjusted as provided in the following Note 3.

Note 3:

The Projected Mix is the number of each category of membership, as estimated in Table 1 below for the calendar year 1975.

Not later than thirty (30) day prior to the commencement of each calendar year, commencing with the calendar year 1975, the Board of Directors may adjust the Projected Mix based upon the actual and projected categories of membership as of such date until the actual categories of membership have been determined; provided, however, that the total actual and projected number of Residence Lots shall not be less than 400. However, the Projected Mix is subject to increase in the event additional properties are bought within the scheme of this Declaration pursuant to Article II hereof.

TABLE 1

Category Number	Category of Membership	Applicable Factor	Projected Mix Per Calendar Year 1978	Weighted Factor
1	For each Group of a Garage Lot	1.00	300 Garage Lots	300
2	For each Group of a One or Two Bedroom Residence	15.00	56 Residence	840
3	For each Group of a Three Bedroom Residence	16.33	294 Residence	4,703
4	For each Group at a Four Bedroom Residence	17.00	44 Residence	748
5	For each Group of Five Bedroom Residence	19.33	49 Residence	882
6	For each Class D Member	10.00	not projected	<u>0</u>
				6,723
				Equals Weighted Total

By way of illustration and example only, based upon a hypothetical annual budget of \$241,500 and using Table 1 on the assumption that the Projected Mix is not adjusted as provided in Note 3, the annual and monthly Assessment for each category of membership would be as follows:

Formula: $\text{Applicable Factor (x) } \frac{\text{Approved Budget}}{\text{Weighted Total}} = \text{Annual Assessment (/) } 12 = \text{Monthly Assessment}$

Category No		Annual Assessment (Rounded)	Monthly Assessment
1	$1 \text{ (x) } \frac{241,500}{6723} =$	$\$ 36.00 \text{ (/) } 12 =$	$\$ 3.00$
2	$15 \text{ (x) } \frac{241,500}{6723} =$	$\$540.00 \text{ (/) } 12 =$	$\$45.00$
3	$16.33 \text{ (x) } \frac{241,500}{6723} =$	$\$588.00 \text{ (/) } 12 =$	$\$49.00$
4	$17.00 \text{ (x) } \frac{241,500}{6723} =$	$\$612.00 \text{ (/) } 12 =$	$\$51.00$
5	$19.33 \text{ (x) } \frac{241,500}{6723} =$	$\$696.00 \text{ (/) } 12 =$	$\$58.00$
6	$10 \text{ (x) } \frac{241,500}{6723} =$	$\$360.00 \text{ (/) } 12 =$	$\$30.00$

Section 5. Commencement and due dates for Annual Assessments. Annual Assessments levied pursuant to Section 4 hereof shall commence on the first day of January, 1977 and on the first day of January for each succeeding year and shall be due and payable in equal monthly installments, in advance, on the first day of January and on the first day of each succeeding eleven (11) months thereafter for each such year.

Section 6. Special Assessments. In addition to the annual Assessments authorized by Section 4 and 5 hereof, the Association, acting through its Board of Directors, may levy in any assessment year a special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of the Properties and improvements, including the necessary fixtures and personal property related thereto, reestablishment of reasonable reserves and payment of debts of the Association, provided that any such Assessment, except Special Assessments made pursuant to Article XVI, Section 3 (b) and (c) of the Bylaws, shall have the assent of two-thirds of the votes of Members entitled to vote, who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The date and dates on which special Assessments become due and payable shall be fixed in the resolution of the Board of Directors authorizing such assessment and shall be apportioned among the Members pursuant to the provisions of Section 4 hereof.

Section 7. Change in Basis of annual and Special Assessments. The Association may change the basis and apportionment of the Assessments among the Members as set forth in Section 4 hereof, prospectively, provided that any such change shall have the assent of ninety (90%) percent of the votes of Members entitled to vote who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 4 hereof shall not apply to any change in the basis of the Assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its certificate of incorporation and under Article II, Section 3 hereof.

Section 8. Quorum for Any Action authorized Under Sections 6 and 7. The quorum required for any action authorized by Sections 6 and 7 hereof shall be as follows:

At the first meeting called, as provided in Section 6 and 7 hereof, the presence at the meeting of Members, or of proxies, entitled to cast eighty (80) percent of all the votes of membership entitled to vote shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 6 and 7, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the proceeding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

Section 9. Duties of the Board of Directors. On and after January 1, 1975, the Board of Directors of the Association shall apportion the Assessments among the Member pursuant to Section 4 hereof at least thirty (30) days in advance of their commencement date and shall, at the time, prepare a roster of the Member, Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member during regular business hours.

Written notice of Assessment levied pursuant to Sections 4 and 6 hereof shall thereupon be sent to every Member subject thereto.

The Association shall upon demand at any time furnish to any Member liable for said Assessment or his mortgages a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 10. Effect of Non-Payment of Assessment: The Personal Obligation of the Member; the Lien; Remedies of Association. If any Assessment is not paid on the date on which it is due and payable, then such Assessment shall become delinquent and, together with such interest thereon and cost of collection thereof as hereinafter provided, including reasonable attorney's fees, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his successors, heirs, devisees, personal representatives and assigns. Upon title to such property vesting in the heirs, successors, devisees, personal representatives, and assigns of the Owner, except a purchaser at a foreclosure sale or a mortgagee, they shall become personally liable for the payment of such Assessment against such property assessed prior to the acquisition by them of such property. A purchaser at a foreclosure sale or a mortgagee shall not be liable for and such property shall not be subject to the lien for payment of an Assessment assessed prior to the vesting of title in them and payable subsequent to the recording of the mortgage. However, the heirs, successors, devisees, personal representatives and assigns who acquire such property shall, upon written request, be entitled to a statement from the Association setting forth the amount of any unpaid Assessments against the Owner in excess of the amount therein set forth. The Owner or the Member of the property at the time any Assessment becomes delinquent shall also be and remain personally liable for its payment.

If any Assessment is not paid within thirty (30) days after the date whom payable, such Assessment shall bear interest from the date of delinquency at the rate of twelve (12) percent per annum until collected, and the Association may bring an action at law against the Member personally obligated to pay the same, or his heirs, successors, devisees, personal representatives and assigns, or to foreclose the lien against the property, and there shall be added to the amount of such Assessment, all costs incurred in connection therewith and a reasonable attorneys' fee. The Association is herein authorized and empowered to place upon the Land Records of the Town of Torrington, a caveat giving notice of the herein referred to lien.

Section 11. No Waiver of Liability for Assessments. No Member may exempt himself for his liability for Common Charges and Assessments by waiver or suspension pursuant to the Bylaws or Rules and Regulations of the use and enjoyment of any of the Common Properties, by abandonment of his Lot or for any other reason whatsoever.

Section 12. Developer's Obligation. Notwithstanding anything to the contrary contained in this Declaration, including but not limited to this Article V, or the Bylaws, the Developer's covenant and obligation to pay Assessments shall be limited to the leaser of the following sums:

- (a) The maximum Assessment determined in accordance with this Article V, or;
- (b) (1) The actual costs of operation, maintenance, insurance and repair of the Common Properties for each calendar year, including reserves applicable thereto and excluding reserves applicable to Lots and improvements thereon, less (11) all Assessments levied against all other Members for such calendar year.

ARTICLE VI
PARTY WALLS, COMMON
ELEMENTS AND ENCROACHMENTS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the Residences upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Declaration and the Bylaws, (the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Maintenance. The cost of maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use and in accordance with Article XI, Section E (b) of the Bylaws.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any repairs or restoration of said party wall shall be made pursuant to Article XVI of the Bylaws.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Walks, Passways, Decks, Driveways, Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located inside of Lots. Each Lot has an easement in common with all other Lots to use all passways, walks, driveways, decks, pipes, wires, ducts, cables, conduits, public utility lines and other elements located in any of the other Lots or Common Properties and serving such Lot. Each Lot and the Common Properties are subject to an easement in favor of other Lots to use the passways, decks, walks, driveways, pipes, ducts, cables, wires, conduits, public utility lines and other elements serving other Lots or Common Properties and located in each such Lot. In addition, each Lot is subject to, and has such easement of support and shelter from and over such other Lots and the Common Properties as may be necessary for the quiet enjoyment of such Lot. The Board of Directors has the right to reasonable access to each Lot and each building thereon to inspect the same, to remove violations therefrom and to maintain, repair or replace the elements common to it and other Lots or Common Properties and such appliances and facilities which the Association has the duty to maintain contained therein or elsewhere in the buildings.

Section 6. Encroachments. If any structure on the Common Properties now encroaches upon any Lot or if any structure intended to be totally on any Lot now encroaches upon any other Lot or upon any other Lot or upon any portion of the Common Properties as a result of the construction of the buildings, or if any such encroachment shall occur hereafter as a result of construction, settling or shifting of structures thereon, a valid easement for the encroachment and for the maintenance of the same exists and shall exist so long as the structures exist. In the event any structure on any Lot, any adjoining Lot, or any adjoining Common Properties shall be partially or totally destroyed as a result of fire or other casualty, condemnation, eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Properties upon any Lot or upon any portion of the Common Properties due to such rebuilding shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as the structures shall exist.

ARTICLE VII
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board of Directors or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced within six months from the date of completion thereof, and notice of such action filed upon the Land Records of the Town of Torrington, approval will not be required and this Article will be deemed to have been fully complied with. The provisions of this Article shall not apply to any Lot owned by the Developer.

ARTICLE VIII
EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance of the Common Properties, the Association shall maintain the exterior of the structure on each Lot, by providing services as follows: paint, repair, replace and maintain roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be included as part of the Common Expense and shall be collected as part of the Assessments pursuant to Article V of the Declaration. The Board of Directors shall establish reserves for such maintenance and such reserves may be adjusted from time to time in accordance with the experience of the Association in providing such maintenance.

Section 3. Access at Reasonable Hours. For the purpose of performing the exterior maintenance required by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any building at reasonable hours. In emergencies, access shall be available at any time without notice to the Owner.

ARTICLE IX
USE, PURPOSES AND RESTRICTIONS

The buildings and each of the Lots are intended to be used for the following purposes, and their use is hereby restricted as follows:

Section 1. Use of Lot. No Owner shall permit use of his Lot for transient, hotel or commercial purposes, except as provided herein. No Garage or Residence Lot may be divided or subdivided into a smaller Lot, nor may any portion or portions thereof be sold or otherwise transferred without first amending the Declaration to show the changes in the Lots to be affected thereby. Notwithstanding any other provisions of this Article IX to the contrary, however, the Developer has the right until all Lots are initially sold by it to use any Lot or Lots owned by it and Common Properties for models, sales, construction, storage and administrative purposes.

Section 2. Residential Use. Each Residence Lot is hereby restricted to residential use by the Owner thereof, his leases, his immediate family, guests and invitees. Each Residence shall be permanently occupied by no more than two persons per bedroom as a residence and for no other purpose except for home professional pursuits without employees or regular visits by the public. Corporate Owners may use their Lots for corporate purposes other than investment purposes, not inconsistent with the residential character of Lakeridge including, but not limited to a corporate retreat for corporate officers, employees, and their guests and as a location for corporate seminars and meetings.

Section 3. Garage Use. Each Garage Lot is hereby restricted to use for parking a motor vehicle owned by the Owner of the Garage, and for miscellaneous storage purposes. Owners of Garage Lots are not permitted to use the clubhouses, swimming pools or common recreation facilities unless the Owner is also the Owner of a Residence Lot. Garage Lots may be leased only to other Residence Lot Owners.

Section 4. Subject to Rules and Regulations. The use of the Properties by all the Owners and all other persons authorized to use the same shall be at all times subject to the Bylaws and such Rules and Regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the Board of Directors.

Section 5. Summary Charges. The Association, acting by its Board of Directors, shall have the right to levy, without further legal action, summary charges for violations of provisions set forth in the Declaration, Bylaws and Regulations adopted by it, provided that the charge for a single violation may not exceed Five Dollars (\$5.00). For each day that a violation continues after notice, it shall be considered a separate violation. Any charge so levied is to be collected as a Common Charge against the particular Owner involved, and collection may be enforced by the Board of Directors in the same manner as it is entitled to enforce collection of Assessment or Common Charges. Such levy of charges shall not replace or abrogate any action for damages or injunctive relief as provided by law or the power to suspend membership privileges as provided in Article IV of the Bylaws.

ARTICLE X
LOTS SUBJECT TO DECLARATION
BYLAWS, RULES AND REGULATIONS

All present and future Owners, tenants, mortgagees and occupants of Lots shall be subject to and shall comply with the provisions of this Declaration, the Bylaws and the Rules and Regulations.

ARTICLE XI
CONDEMNATION

Section 1. Partial Taking Without Direct Effect on Lots. If part of the Properties shall be taken or condemned by any authority having the power of eminent domain, such that no Lot is taken, all compensation and damages for and account of the taking of the Common Properties, exclusive of compensation for consequential damages to certain affected Lots, shall be payable to the Trustee established pursuant to Article XV of the Bylaws as the person to whom insurance and other awards are paid, as trustee for all Owners and mortgagees according to the loss or damages to their respective interests in such Common Properties. The Association, acting through the Board of Directors, shall have the right to act on behalf of the Owners with respect to the negotiation and litigation of the issues with respect to taking and compensation affecting the Common Properties, without limitation on the right of the Owners to represent their own interests. Such proceeds shall be used in accordance with the provisions of the Bylaws. Nothing herein shall prevent Owners whose Lots are specially affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Lots, or personal improvements therein, exclusive of damages relating to Common Properties. In the event that the condemnation award does not allocate consequential damages to specific Owners, but by its terms includes an award for reduction in value of Lots without such allocation, and the Owners and the Trustee cannot agree on a division, the award shall be divided between affected Owners and the Trustee as the interests may appear by arbitration in accordance with the rules of the American Arbitration Association.

Section 2. Partial or Total Taking Directly Affecting Lots. If part or all of the Properties shall be taken or condemned by any authority having the power of eminent domain, such that any Lot or a part thereof (including exclusive easements appurtenant to any Lot) is taken, the Association shall have the right to act on behalf of the Owners with respect to Common Properties in Section 1 of this Article, and the proceeds shall be payable as outlined therein. The Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Lots. The Board of Directors shall first set apart a portion of the Common Properties, in as reasonable similar setting as the Lots taken, shall resubdivide new Lots which shall be offered to the affected Owners. If such Owners accept the new Lots, the awards so made shall be distributed through the Trustee first to restore the Lots and buildings thereon and common buildings or facilities on the remaining Properties in the same manner as provided for restoration under the Bylaws to the extent possible, attempting to rebuild buildings on the new Lots of the same number, size and basic plan as the Lots taken with any excess award distributed in accordance with the provision of the Bylaws. In the event that Owners do not accept the new lots, their portion of the awards established by the taking authority shall be first paid to mortgages appearing on the Torrington Land Records, and then to such Owners. In the event that the Board of Directors determines that such a taking so removes land and buildings containing Lots that they cannot affectively be restored or replaced substantially in compliance with the building plans,

and unless seventy-five (75%) percent of the Owners and holders of first mortgages encumbering seventy-five (75%) percent of the Lots subject to mortgages vote to accept an alternative plan, then the Association shall submit the issue to arbitration in accordance with the Rules of the American Arbitration Association for remedies with respect to the continued ownership or reformation of the Properties, the division of the award as to the taken and remaining Lots, and such other remedies as may be required.

ARTICLE XII
NO SEVERANCE OF OWNERSHIP

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

ARTICLE XIII
MORTGAGEE STATUS

A mortgagee acquiring title to a Lot by foreclosure or by deed in lieu of foreclosure shall continue to be considered a mortgagee as well as the Owner of such Lot until such time as a document evidencing an intent to merge the legal and equitable interest in executed by the mortgages and is recorded in the Land Records.

ARTICLE XIV
AMENDMENT OF DECLARATION

While the Developer remains a Class C Member, this Declaration may be amended by a majority vote of the Members entitled to vote and the written consent of holders of first mortgages encumbering fifty (50%) percent of the Lots subject to mortgages. Thereafter, this Declaration may be amended by the affirmative vote of seventy-five (75%) percent of the Members entitled to vote and the written consent of the holders of first mortgages encumbering fifty (50%) percent of the Lots subject to mortgages. If amendment to the Declaration creates an inconsistency in the Bylaws, the Declaration, as amended, shall control. No amendment shall be effective until recorded in the Land Records of the Town of Torrington.

ARTICLE XV
CAPTIONS

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

ARTICLE XVI
GENDER

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

ARTICLE XVII

WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE XVIII

INVALIDITY

The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and affect as if such invalid provision had never been included herein.

ARTICLE XIX

VOTING

Whenever Owners are to vote on any matter affecting this Declaration, such voting shall be conducted by them as Members of the Association and in accordance with the provisions established in the Declaration and Bylaws.

ARTICLE XX

DURATION AND TERMINATION

The covenants, restrictions and easements contained in this Declaration shall run with and be appurtenant to the Properties and shall be binding upon and inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive period of ten (10) years unless terminated by an instrument recorded in the Torrington Land Records and executed by the then-Owners of ninety (90%) percent of the Lots.

ARTICLE XXI

NOTICES

Any notice required to be sent to any Member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

ARTICLE XXII

ENFORCEMENT

Enforcement of the covenants, restriction and easements contained in this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and restrictions.

ARTICLE XXIII

NONAPPLICABILITY OF RULE OF EJUSDEM GENERIS

The rule of ejusdem generis shall not be applicable to limit a general statement following or referable to an enumeration of specific matters similar to the matters specifically mentioned.

IN WITNESS WHEREOF, the Developer has hereunto caused these presents to be executed and its corporate seal to be hereunto affixed at HARTFORD , Connecticut, this 24 th day of SEPTEMBER , 1974.

Signed, Sealed and Delivered
in the Presence of:

LAKERIDGE, INC.
A Connecticut Corporation

Mark J. Svonkin

By: _____
Bernard M. Waldman
It's Vice President

Filomena Muccitelli

ACCEPTED:
LAKERIDGE ASSOCIATION, INC

Mark J. Svonkin

By: _____
Edward Waldman
It's Vice President

Filomena Muccitelli

JOINDER OF MORTGAGEE

Approved this 25 th day of SEPTEMBER , 1974, by SOCIETY FOR SAVINGS, a banking corporation organized under the laws of the State of Connecticut, first mortgagee on the Property, for the purpose of accepting and approving the terms and conditions of this Declaration and the Bylaws.

Marjorie C. Prey

SOCIETY FOR SAVINGS

By: _____
George V. Steiner
Its Assistant Vice President

Mark J. Svonkin

STATE OF CONNECTICUT)

) ss. Hartford

COUNTY OF HARTFORD)

On this 24 th day of September 1974, before me, personally appeared Bernard Waldman who acknowledged himself to be Vice President of Lakeridge, Inc., and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the aforesaid corporation by himself as Vice President.

In Witness Whereof, I hereunto set my hand.

Mark J. Svonkin
Commission of the Superior Court

EXHIBIT "A" TO DECLARATION

LAKERIDGE, INC.

All that certain piece or parcel of land, located in the Town of Torrington, County of Litchfield, State of Connecticut on Burr Mountain Road and described as follows:

400 Unit Development Boundary Line

Beginning at an iron pipe in the town line between the towns of Torrington and Winchester at the southwesterly corner of land now or formerly of George L. & Jan Pl Giguere and the northerly corner of the premises herein described: thence south $75^{\circ} 33' 08''$ east, 980.27 feet to a point; thence north $14^{\circ} 26' 52''$ east, 242 feet to a point; thence running northerly on a curve to the left, having a radius of 25 feet, 39.27 feet to the southerly side of Burr Mountain Road, the last three courses being along land now or formerly of George L. Giguere and Jan P. Giguere, partly by each; thence south $75^{\circ} 33' 08''$ east, along the southerly side of Burr Mountain Road, 279.18 feet to a point; thence south $47^{\circ} 18' 08''$ east, along the southerly side of Burr Mountain Road 616.29 feet to a point, thence south $42^{\circ} 41' 52''$ west, 267.00 feet to a point; thence south $47^{\circ} 18' 08''$ east, 329.15 feet to a point; thence north $36^{\circ} 27' 52''$ east, 243.60 feet to a point; thence running northerly on a curve to the left having a radius of 27.88 feet, 40.76 feet to the southerly side of Burr Mountain Road; the last four courses being along land now or formerly of Jon F. & Elaine Warzocha, then south $47^{\circ} 18' 08''$ east 59.20 feet to a point; thence south $53^{\circ} 32' 08''$ east, 316.00 feet to a point; the last two courses being along the southerly side of Burr Mountain Road; thence south $34^{\circ} 50' 03''$ west, 300.00 feet; thence south $55^{\circ} 34' 27''$ east, 71.18 feet to a point; thence south $54^{\circ} 04' 54''$ east, 148.56 feet to a point, the last three courses being along land now or formerly of Joseph J. and Jeannie E. Bowski; thence south $35^{\circ} 54' 34''$ west, 334.40 feet to a point; thence south $54^{\circ} 26' 26''$ east, 301.72 feet to a point, the last two courses being along land now or formerly of Francis G. Kazakwich; thence south $54^{\circ} 25' 28''$ east, along land now or formerly of John Hucknall, 154.31 feet to a point; thence south $18^{\circ} 57' 27''$ west, 310.10 feet to a point; thence north $81^{\circ} 57' 51''$ west, 608.52 feet to a point; thence south $34^{\circ} 32' 06''$ west, 918.99 feet to a point, thence north $83^{\circ} 13' 13''$ west, 176.90 feet to a point; thence north $80^{\circ} 16' 02''$ west, 1,735 feet to a point. The last five courses being along land now or formerly of the State of Connecticut; thence north $4^{\circ} 27' 33''$ west 2,275' more or less to a point on the Winchester-Torrington Town Line; the last course being the westerly 400 unit development boundary line; thence north $79^{\circ} 02' 27''$ East, 170 feet to a point; thence north $78^{\circ} 50' 01''$ east 716.21 feet to the point or place of beginning, the last two courses being along the Torrington-Winchester Town Line.

EXHIBIT B TO DECLARATION

MAP

EXHIBIT C TO DECLARATION

BYLAWS OF LAKERIDGE ASSOCIATION, INC.
 LAKERIDGE
 TORRINGTON, CONNECTICUT

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BYLAWS

OF

LAKERIDGE ASSOCIATION, INC.

ARTICLE I

NAME, SEAL AND OFFICES

Section 1. Name: The same of this corporation is LAKERIDGE ASSOCIATION, INC. ("Association".)

Section 2. Seal: The seal of the Association shall be circular in form and shall bear the words "Corporate Seal." The Board of Directors may change the form of the seal or the inscription thereon at its pleasure.

Section 3. Office: The principal office of the Association shall be at Burr Mountain Road, Torrington, Connecticut, or at such other place as the Board of Directors may from time to time designate.

ARTICLE II

DEFINITIONS

Section 1. Definitions: The definitions of words and terms contained in the Declaration, Article I, shall apply to those words and terms as used in these Bylaws.

ARTICLE III

PLAN OF OWNERSHIP

Section 1. Plan of Ownership: The Properties, located on Burr Mountain Road in the Town of Torrington, County of Litchfield, and State of Connecticut, more particularly described in Article II of the Declaration will be submitted to the provisions of a certain Declaration of Covenants and Restrictions, Lakeridge, Torrington, Connecticut, by the Developer, and will be subdivided into Lots and Common Properties in accordance with a final subdivision map creating a system of ownership of the Lots by individual Owners, each Lot having a non-exclusive easement of enjoyment over the Common Properties, and each Lot being subject to a reciprocal obligation to contribute assessments for the maintenance and operation of the Common Properties and certain exterior improvements on the Lots all in accord with the Declaration. The Plan of ownership will be extended to additional phases by the submission of the Properties to supplemental Declarations of Covenants and Restrictions in accordance with the Declaration.

Section 2. Applicability of Bylaws: The provisions of these Bylaws are applicable to the Properties and to the use, operation, maintenance and occupancy thereof.

Section 3. Personal Application: All present and future Owners, mortgagees, lessees, and occupants of the Lots and their employees, and any other Person who may use the facilities of the Properties in any manner are subject to these Bylaws, the Declaration, and to the Rules and Regulations established by the Board of Directors as hereinafter set forth. The acceptance of a deed or conveyance or membership privileges or the entering into of a lease or the act of occupancy of a Lot shall constitute an agreement that these Bylaws, the Rules and Regulations, and the provisions of the Declaration, as they may be amended from time to time, are accepted and will be complied with.

ARTICLE IV
MEMBERSHIP

Section 1. Qualification. Every Person who is an Owner of a Lot shall be a Member of the Association pursuant to Article III of the Declaration with the limitations and voting powers therein. Additional non-residents subject to the requirements of membership, may be Members of the Association pursuant to said Article III.

Section 2. Subject to Assessments. The rights of membership are subject to the payment of annual and special Assessments levied by the Association and imposed against each Member and Owner and becomes a lien upon the property against which such Assessments are made and the personal obligation of the Member as provided by Article V of the Declaration pursuant to the terms therein.

Section 3. Suspension. The membership rights of any Member may be suspended by action of the Board of Directors during the period in which any Assessment remains unpaid, except that a first mortgagee will not be precluded from exercising any of its rights under the mortgage: but, upon payment of such Assessment, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Properties and the personal conduct of any Person thereon, as provided herein and in the Declaration, they may, in their discretion, suspend the rights of any such Person for violation of such rules and regulations for a period not to exceed thirty (30) days in addition to the period during which such violation continues, and may also levy the charges provided in Article XII, Section 3 hereof, and Article IX, Section 5 of the Declaration.

ARTICLE V
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT
OF COMMON PROPERTY

Section 1. Member's Rights. Each Member shall be entitled to the use and enjoyment of the Common Properties as provided by Article IV of the Declaration.

Section 2. Delegation. Any Member may share his rights of enjoyment in the Common Properties with the members of his family who reside upon the Properties or delegate said rights to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Such Member shall notify the secretary in writing of the same of any such Tenant, together with a copy of said lease. The rights and privileges of such persons are subject to suspension under Article IV, Section 3, to the same extent as those of the Member.

ARTICLE VI
PURPOSES AND POWERS

The corporation shall operate on a not-for-profit basis in accordance with its Certificate of Incorporation. The corporation will not provide pecuniary gain or profit, direct or indirect, to its Members. The purposes for which it is formed are:

Section 1. General: To promote the health, safety, and welfare of the residents within the Properties, and such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation as provided in Article II, Section 2 of the Declaration, and for this purpose to:

(a) own, acquire, lease, sublease, build, operate, and maintain roads, utilities, recreation parks, playgrounds, swimming pools, ski slope trail, parking lots, open space, commons, streets, footways, including building structures, personal properties incident thereto, on the Common Properties; (b) provide exterior maintenance for the buildings located on Lots in order to maintain the character of the Properties for the mutual benefit of all of the Owners; (c) provide garbage and trash collection; (d) provide fire and police protection; (e) supplement municipal services; (f) fix Assessments or Common Charges to be levied against the Properties; (g) enforce any and all covenants, restrictions and agreements applicable to the Properties; (h) pay taxes, if any, on the Common Properties; (i) provide recreational facilities and services to its Members subject to the payment of fees therefore; and (j) insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Properties.

Section 2. Dispose Assets: To mortgage, pledge, hypothecate or otherwise grant any form of security interest in and to the Common Properties of any other assets of the Association, to dispose of its assets, provide that upon dissolution, the real and personal property used in connecting therewith shall be dedicated to an agency or utility to be devoted to purposes as nearly as practicable, the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such property shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the name as those to which they were required to be devoted by the Association. No such disposition of Association properties

shall be effective to divest or diminish any right or title of any Member vested in him under the recorded covenants and deed applicable to the Properties unless made in accordance with the provisions of such covenants and deeds. Any other assets of the Association available upon dissolution or liquidation shall be distributed to the membership in accordance with Article III, Section 3 of the Declaration.

Section 3. Additions to Properties and Membership: Additions to the Properties may be made in accordance with Article II of the Declaration. Such additions, when properly made under a recorded supplemental declaration of covenants and restrictions, shall extend the jurisdiction, functions, duties, and membership of the Association to such properties. Additions made pursuant to Article II, Section 2 (b) must be approved by two-thirds of the votes of the Members eligible to vote who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 4. Mergers and Consolidations: Subject to the provisions of the Declaration or any supplemental declaration, and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of the votes of each class of Members eligible to vote who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Mortgages: Other Indebtedness: The Association shall have power to mortgage its Common Properties only to the extent authorized under Article IV, Section 3 of the Declaration.

The total debts of the Association including the principal amount of such mortgages, outstanding at any time, shall not exceed the total of two years' annual assessments for all Lots, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds of the votes of each class of Members eligible to vote, who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Dissolution: The Association may be dissolved only with the assent given in writing and signed by the Members entitled to cast two-thirds of each class of its membership eligible to vote. Written notice of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made of the assets (which shall be consonant with Article VI hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

ARTICLE VII

MEMBERS

Section 1. Eligibility: Membership in the Association shall be in accordance with ARTICLE III of the Declaration.

Section 2. Voting: Voting shall be in accordance with Article III of the Declaration. A majority of the total votes cast at a meeting at which a quorum is present shall be binding upon all Members for all purposes except who a high percentage is required by these Bylaws, the Declaration or by law.

Section 3. Votes in the Event of Multiple Ownership of a Lot: IN the event a Lot is owned by more than one Person, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. An Owner of a Lot may permit any other Owner of the Lot to vote his interest by furnishing the other Owner with a proxy. In the absence of any proxy, a vote for a while Lot cast by any Owner shall be held to be by valid proxy of the other Owners, unless challenged at the time the vote is cast.

Section 4. Annual Meetings: Annual meetings shall be held on the third Tuesday of each January. There shall be elected by ballot of the Members eligible to vote, a Board of Directors in accordance with the provisions of Article VIII, Section 1 of the Bylaws, and Members eligible to vote may also transact such other business as may properly come before them.

Section 5. Place of Meetings: Meetings of the Members shall be held at the principal office of the Association or such other suitable place convenient to the Members as may be designated by the president.

Section 6. Special Meetings: It shall be the duty of the president to call a special meeting of the Members when so directed by resolution of the Board of Directors or upon petition signed by not less than 25% of the votes in the aggregate of Members eligible to vote. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 7. Notice of Meetings: It shall be the duty of the secretary to mail a notice of each annual or special meeting, at least ten (10) days but not more than twenty (20) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member, as recorded on the records of the Association, at the Lot address or at such other address as such Member shall have designated by notice in writing to the secretary. The mailing of a notice of meeting in the manner provided in this section shall be considered service of notice.

Section 8. Waiver of Notice: Any Member may at any time waive notice of any meetings of the Members in writing, and such waiver shall be deemed equivalent to the giving of such notice. Presence by a Member at the meeting will be considered a waiver of the right to such notice.

Section 9. Order of Business: The order of business at all meetings of the Members shall be as follows, to the extent required:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Directors.
- (f) Report of committees.
- (g) Election of the Board of Directors.
- (h) Unfinished Business.
- (i) New Business.
- (j) Adjournment.

Section 10. Parliamentary Procedure: At all meetings of the Members or of the Board of Directors, Roberts' Rules of Order, as to such date amended, shall be followed, except in the event of conflict, these Bylaws or Declaration, as the case may be, shall prevail.

Section 11. Quorum: The Class C Member and all other Members eligible to vote and present in person or by proxy shall constitute a quorum at any meeting of the Members, except as provided in Article V, Section 8 of the Declaration.

Section 12. Proxies: Votes may be cast in person or by proxy. A Member eligible to vote may designate any person, who need not be a Member to act as proxy. The designation of any such proxy shall be made in writing, signed by the Member, and shall be revocable at any time by written notice to the secretary by the Member designating the proxy.

ARTICLE VIII BOARD OF DIRECTORS

Section 1. Function, Number and Qualification: The affairs of the Association shall be governed by a Board of Directors who need not be Members of the Association so long as Class C membership exists. The initial Board of Directors shall consist of at least four (4) and not more than six (6) directors who shall hold office until the election of their successors. Beginning with the annual meeting after which Class C Membership ceases and becomes converted to Class A membership, the Members shall elect three directors for a term of three years, being the three directors each with the greatest number of votes, three directors for a term of two years, being the three directors with the next greater number of votes, and three directors for a term of one year and at each annual meeting thereafter the Members shall elect three directors for a term of three years. The directors shall hold office until their successors have been elected and have held their first meeting.

Section 2. Powers and Duties: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and shall do all such acts and things as are not by law or by the Bylaws directed to be exercised and done by the Members. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Properties, and such duties with respect to the Lots as provided in the Declaration.

- (b) Determination of an annual budget and the Common Expenses required for the affairs of the Association.
- (c) The establishment, levying, assessment and collection of annual and special Assessments and Common Charges from the Members.
- (d) The employment and dismissal of the personnel necessary for the maintenance, repair, replacement and operation of the Common Properties.
- (e) Opening of bank accounts in the name of the Association and designating the signatories required therefore.
- (f) Purchasing or leasing or otherwise acquiring in the name of the Association or its designee, corporate or otherwise, Lots offered for sale or lease, or surrendered by their Owners to the Board of Directors or to the Association.
- (g) Purchasing of Lots, including at foreclosure or other judicial sales in the name of the Association, or its designee, corporate or otherwise.
- (h) Selling, leasing, subleasing, mortgaging, voting the votes appurtenant to (other than for the election of the Board of Directors) or otherwise dealing with Lots acquired or leased by the Association or its designee, corporate or otherwise, on behalf of all Members.
- (i) Organizing corporation to act as designee of the Association in acquiring title to or leasing Lots.
- (j) Granting of licenses over, under or upon the Common Properties, including licenses to non-Members for the use of recreational facilities.
- (k) Leasing, subleasing or entering into agreements, including concession agreements for all or part of the Common Properties for the benefit of the Members.
- (l) Obtaining and maintaining insurance on the Properties, including Lots.
- (m) Designating a commercial bank, insurance company or similar institution with trust powers as Trustee.
- (n) Making of repairs, additions, improvements or alterations to and restoration of the Properties.
- (o) Leasing or otherwise acquiring the right to use, either exclusively or in common with others, recreational and other facilities for the benefit of Members.
- (p) Adopting, amending and promulgating reasonable Rules and Regulations governing the conduct of all persons on the Properties and the operation and use of the Properties. The Board shall have the power to levy charges against the Members for violation thereof, for which they are responsible, provided that no such levy may be for more than \$5.00 for any one violation; but for each day a violation continues after notice, it shall be considered a separate violation. Collection of such charges may be enforced against the Member or Members responsible as a Common Charges.
- (q) The Board of Directors may also enforce, by any legal means, the provision of the Declaration, the Bylaws, and the Rules and Regulations for the use of the Properties.

(r) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, Officer or director of the Association in any capacity whatsoever.

Section 3. Management: The Board of Directors may employ or enter into a contract or agreement with a Manager for the Properties, at a compensation or consideration established by the Board, to perform such duties and services as the Board shall authorize. The Board of Directors may authorize such Manager to perform all of the duties set forth in Section 2 and other duties consistent therewith, but shall not delegate to the Manager the powers of the Board of Directors set forth in sub-sections (b), (f), (g), (h), and (o), and with respect to officers, (r) of Section 2.

Section 4. Removal of Directors: At any time, at any regular or special meeting of the Members, any one or more of the Board of Directors may be removed with cause, by a majority vote of the Members eligible to vote, following notice thereof in the call of the meeting and a successor or successors may then and there or thereafter be elected by such eligible Members to fill the vacancy thus created.

Section 5. Vacancies: Vacancies on the Board of Directors caused by any reason other than the removal of the director by a vote of the Members eligible to vote shall be filled by vote of a majority of the Members eligible to vote shall be filled by vote of a majority of the remaining directors at a regular or special meeting of the Board of Directors held promptly after the occurrence of any such vacancy, even though the Directors present at such meeting shall constitute less than a quorum and each person so elected shall be a director for the remainder of the term of the director so replaced, and until his successor shall be duly elected.

Section 6. Organization Meeting: The first regular meeting of the Board of Directors following a meeting of the Member at which directors are elected, shall be held within ten days thereafter at such time and place as shall be fixed by the directors at such meeting. No notice shall be necessary to the Board of Directors in order legally to constitute such a meeting, providing a quorum shall be present at such first regular meeting.

Section 7. Regular Meetings: Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given by the secretary to each director personally or by mail or telegraph at least three days prior to the day named for the meeting.

Section 8. Special Meetings: Special meetings of the Board of Directors may be called by the president on three days' notice to each director, gives personally or by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meeting of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of at least two directors.

Section 9. Waiver of Notice: Any director of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If all members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such a meeting.

Section 10. Quorum of Board of Directors: At all meetings of the Board of Directors, the presence of two (2) directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

Section 11. Fidelity Bonds: The Board of Directors shall obtain adequate fidelity bonds for all officers, employees and agents of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a Common Expense.

Section 12. Compensation: No director shall receive any compensation from the Association for acting as a director.

Section 13. Liability of the Board of Directors: The directors shall not be liable to the Association or to any Member for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct. The Association shall defend, indemnify and hold harmless each of the directors against all liability arising out of their conduct on behalf of the Association, unless such conduct shall have been willful misconduct. It is intended that the directors shall have no personal liability with respect to any contract made by them on behalf of the Association (except as Members.) The directors may have the Association provide insurance, covering liability of directors of the Association and the premiums therefore shall be a Common Expense.

Section 14. Fiscal Year: The Board of Directors shall establish a fiscal year.

Section 15. Administrative Duties: It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such is requested in writing by one-fourth (1/4) of the members entitled to vote.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in Article V of the Declaration of Covenants applicable to the Properties:

(1) To fix the amount of annual and special Assessments against each Lot and Member at least thirty day in advance of the date of their commencement; and

(2) Cause to be prepared, a roster of Members, Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member or his designee; and,

(3) Cause to be sent written notice of each Assessment to every Member subject thereto.

(d) To issue, or to cause an officer or Manager to issue, upon demand by any Member, mortgages, prospective purchaser, or prospective mortgagee, a certificate setting forth whether any Assessment has been paid. Such certificate shall be conclusive evidence of any unpaid or paid Assessment therein stated.

ARTICLE IX
OFFICERS

Section 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 Board of Directors. The president shall be elected by the Board of Directors from among the Members. The Board of Directors may elect a vice president, a treasurer, an assistant treasurer, a secretary, an assistant secretary and such other officer as in its judgment may be necessary, who need not be Members. Any corporate, partnership or fiduciary Member may designate and replace from time to time any of its officers, employees or agents who shall be eligible for such election.

Section 2. Election of Officers: The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers: Upon the affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President: The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of a corporation, organized under the laws of the State of Connecticut, including but not limited to the power to appoint committees from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President: The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other member of the Board to act in the place of the president on an interim basis. The vice president shall also perform such other duties as shall, from time to time, be assigned to him by the Board of Directors or by the president.

Section 6. Secretary: The secretary shall keep the minutes of all meetings of the Members and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors and these bylaws may direct; he shall give all notices required by the bylaws unless otherwise provided; and he shall, in general, perform all the duties incidental to the office of secretary of the corporation organized under the laws of the State of Connecticut.

Section 7. Treasurer: The treasurer shall have responsibility for Association funds and securities and shall cause the financial records and books of account in books belonging to the Association to be kept. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors; and he shall, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of the State of Connecticut.

Section 8. Signatories to Documents: All agreements, contracts, deeds, leases, checks and other documents 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 Board of Directors.

Section 9. Compensation of Officers: No officer shall receive any compensation from the Association for acting as such.

ARTICLE X
COMMITTEES

Section 1. The Standing Committees of the Association shall be:

The Nominations Committee
The Recreation Committee
The Maintenance Committee
The Architectural Control Committee
The Publicity Committee
The Audit Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Directors. The committees may be appointed by the Board of Directors at its organization meeting immediately after each annual meeting to serve from the close of such organizational meeting until the close of the next annual meeting. The Board of Directors may appoint such other committees as it deems desirable. In the event the Committees are not so appointed, the Board of Directors shall perform the functions of the Committees.

Section 2. The Nominations Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled, in advance of the time fixed for the annual meeting. However, their failure to do so shall not affect the validity of any such election.

Section 3. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties, and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Architectural Control Committee shall have the duties and functions described in Article VII of the Declaration. It shall monitor any construction proposals, programs, or activities which may affect the Properties and shall advise the Board of Directors on such matters.

Section 6. The Publicity Committee shall inform the Members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association, including if so authorized by the Board of Directors, the publication of a newsletter.

Section 7. The Audit Committee shall supervise the annual audit of the Association's books and revise the annual budget and balance sheet statement prepared by the Manager and transmit the same to the Board of Directors for their approval, together with any recommendations it may have. The treasurer shall be an ex-officio member of the Committee.

Section 8. Subcommittees. With the exception of the Architectural Control Committee (but then only as to those functions that are governed by Article VII of the Declaration) each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 9. Duties. The Manager shall receive complaints from Members on any matter involving Association functions, duties, and activities. It shall consider and refer to such complaints as it deems appropriate to the appropriate committee, director or officer of the Association as is further concerned with the matter presented. Each committee shall present an annual report of its activities to the Board of Directors for inclusion in the annual report.

ARTICLE XI
OPERATION OF THE PROPERTIES

Section 1. Determination of Common Expenses and Fixing of Common Charges: The Board of Directors shall, from time to time, and at least annually, prepare a budget for the Properties, determine the amount of the Assessments payable by the Members to meet the Common Expenses and allocate and assess such Assessments among the Members in the manner set forth in Article V of the Declaration. The Board of Directors shall advise all Members promptly, in writing, of the amount of Assessments payable by each of them, respectively, as determined by the Board of Directors, and shall furnish copies of the budget on which such Assessments are based to all Members and mortgagees upon request. The Common Expenses shall include, among other things:

- (a) the cost of repairs and maintenance of the Common Properties and appurtenant interests;
- (b) all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to Article XV and Article VIII, Section 13, hereof, and the fees and expenses of the Trustee; provided, however, that so long as the Developer is engaged in the construction or erection of improvements on the Properties, it shall pay to or reimburse the Association for

the portion of insurance premiums allocable to builder's risk insurance (including liability coverage for construction operations and completed operations), which is in excess of the premiums which would apply in the absence of such operations:

(c) such amounts as the Board of Directors may deem proper for the operation of the Properties, including without limitation an amount for its working capital, a general operating reserve, a reserve fund for replacements, and sums necessary to make up any deficit in the Common Expenses for any prior year;

(d) the cost of maintenance of the exterior of the structures on each Lot as provided in Article VIII of the Declaration;

(e) expenses incurred in leasing or otherwise acquiring the right to use either exclusively or in common with others, recreational or other facilities for the benefit of Members;

(f) such amounts as may be required for the purchase or lease by the Board of Directors, or its designee, corporate or otherwise, on behalf of all Members, of any Lot whose Owner has elected to sell or lease such Lot, or of any Lot to be acquired by foreclosure proceedings or proceedings in lieu of foreclosure or which is to be sold at judicial sale; and

(g) any other expense in connection with the Common Properties or improvements which the Board of Directors deems to be of mutual benefit to the Members.

Section 2. Payment of Assessments: All Members shall be obligated to pay the Assessments monthly or at such other time or times as the Board of Directors shall determine, as provided in Article V, Sections 5 and 6 of the Declaration. The Board may authorize Assessments to be collected by a mortgage of one or more Lots or by the Manager.

Section 3. No Waiver of Liability for Assessments: No Member may exempt himself from liability for Assessments by waiver of the use or enjoyment of any of the Common Properties, by abandonment of his Lot, by suspension of his use of the Common Properties pursuant to the Bylaws or Rules and Regulations or for any other reason whatsoever.

Section 4. Non-Liability After Conveyance: No Member shall be liable for the payment of any Assessment against his Lot levied subsequent to a sale, transfer or other conveyance made pursuant to the provisions of these Bylaws.

Section 5. Successors' Liability for Assessments: A Person who acquires a Lot shall be liable for, and the Lot shall be subject to a lien for, any unpaid Assessments against the Lot, but not in excess of the amount set forth in a statement provided pursuant to Article XIII, Section 2, or Article VIII, Section 15 (d) hereof.

Section 6. Default in Payment of Assessments: In the event of default by any Member in paying to the Association any Assessment determined by the Board of Directors, such Member shall be obligated to pay interest, from the due date thereof until collected, at the rate of twelve (12%) percent per annum on such Assessment, including, at the option of the Board of Directors, any portion thereof which has been levied but is not yet due and payable. Such Member shall also be obligated to pay all expenses, including attorneys' fees, incurred by the Association in any proceeding brought to collect such unpaid Assessment. The Board of Directors shall collect such Assessment, together with interest thereon, and the expenses of the proceeding including such attorneys' fees, by any action to recover the same brought against such Member, or by foreclosure of the lien on such Lot under powers granted by the Declaration. The use of recreational facilities by any Member entitled to such use may be suspended by action of the Board of Directors during the period when any Assessment remains in default.

Section 7. Foreclosure of Liens for Unpaid Assessments: In any action brought by the Association to foreclose a lien on a Lot because of any unpaid Assessments, the Owner shall be required to pay reasonable rental for the use of his Lot and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Association acting on behalf of all Members, shall have power to purchase such Lot at the foreclosure sale and to acquire, hold, lease, mortgage, vote and votes appurtenant thereto (other than for the election of members of the Board of Directors), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the liens securing the same.

Section 8. Maintenance, Repair and Replacements:

(a) Common Properties: The Association shall maintain, repair and replace all the Common Properties. In the event that such maintenance, repair or replacement was caused by the negligence or misuse of a Member, such expense may, in the discretion of the Board of Directors, be charged to such Member as a Common Charge.

(b) Lots: Each Owner shall maintain, repair and replace, at his own expense, all portions of his Lot, except the portions thereof to be maintained, repaired and replaced by the Association. Each Owner shall be responsible for damages to any other Lot or to the Common Properties caused intentionally or by his failure to properly maintain, repair, or make replacements to his Lot.

Section 9. Additions, Alterations or Improvements by Board of Directors: Whenever, in the judgment of the Board of Directors, the Common Properties shall require additions, alterations or improvements costing more than ten Thousand (\$10,000.00) Dollars, which are not to be at the expense of an Owner for his own benefit, and the making of such additions, alterations or improvements shall have been approved at an annual or special meeting by a majority vote of each class of Members eligible to vote and by the holders of first mortgages encumbering fifty (50%) percent of the Lots subject to mortgages, the Board of Directors shall proceed with such additions, alterations or improvements and may assess all Members for the cost thereof as a Special Assessment pursuant to Article V, Section 6 of the Declaration, including any applicable financing costs. Any additions, alteration or improvements costing Ten Thousand (\$10,000.00) Dollars or less may be made by the Board of Directors without further approval of the Owners or any mortgagees of the Lots, and the costs thereof, including any applicable financing costs will constitute part of the Common Expenses.

Section 10. Additions, Alterations or Improvements by Owners: No Owner shall make any structural addition, alteration or improvement in or to any building, nor shall he paint or otherwise decorate or change the appearance of any portion of the exterior of any building, without prior written consent of the Architectural Control Committee pursuant to the Declaration, Article VII.

Section 11. Water Charges and Sewer Charges: The Developer shall provide installation of water and sewer services to each Lot, and each Owner shall thereafter be required to pay the water and sewer charges pertaining to his Lot. Such charges shall be separately metered and collected. The water and sewer services supplied to the Common Properties shall be billed separately, and the Association shall pay such bills as a Common Expense.

Section 12. Electricity: Electricity shall be supplied by the public utility company serving the area directly to each Lot, and

any Common Properties, the exclusive use of which is reserved to such Lot, through a separate meter, and each Owner shall be required to pay the charges for such meter. The electricity serving the remaining Common Properties shall be metered separately, and the Association shall pay all charges for such meters as a Common Expense.

Section 13. Right of Access: Each Owner grants a right of access to his Lot and the building thereon to the Manager, or any other person authorized by the Association or the Manager, for the purpose of making inspections as provided for in the Declaration or correcting any condition originating in his Lot and threatening another Lot or the Common Properties, or for performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his Lot, provided that requests for entry are made in advance and that any such entry be at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate, whether the Owner is present at the time or not.

ARTICLE XII
USE OF PROPERTY

Section 1. Restrictions on the Use of Properties: The use of the Properties shall be in accordance with the provisions of the Declaration and in accordance with the Rules and Regulations as they may be amended from time to time.

Section 2. Rules and Regulations: Rules and Regulations concerning the use of the Lots and the Common Properties may be made and amended from time to time by the Board of Directors. Copies of such Rules and Regulations shall be furnished by the Board of Directors to each member prior to the time and same shall become effective. The initial Rules and Regulations on file at the offices of the Association shall be effective until amended by the Board of Directors.

Section 3. Abatement and Enjoinment of Violations: The Violation of any Rule or Regulations adopted by the Board of Directors or the breach of any obligation or covenant contained in the Bylaws or Declaration, shall give the Board of Directors the right, in addition to any other rights set forth by these Bylaws:

(a) To enter the Lot in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that exists therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or

(b) To enjoin, abate or remedy the continuance of any such breach by appropriate equitable proceedings including mandatory injunction, there being no appropriate legal remedy, at the cost of the Member, together with attorneys' fees and costs.

(c) If personal conduct of any person violates the Rules and Regulations, to suspend any such person from the use of the Common Properties for violation of such Rules and Regulations for a period not to exceed thirty (30) days, in addition to the period during which the violation continues.

(d) To levy summary charges against a Member for such violation, in addition to such damages as may be incurred, provided that no summary charges may be levied for more than Five (\$5.00) Dollars for any one violation; but for each day a violation continues after notice, it shall be considered a separate violation. Collection of charges for damages and/or summary charges may be enforced against the Member or Members involved as if the charge were a common Charge owed by the particular Member or Members.

ARTICLE XIII
MORTGAGES

Section 1. Notice to Association: An Owner who mortgages his Lot or the mortgagee shall notify the Association of the name and address of the mortgagee. The Association shall maintain such information in a file entitled "Mortgages of Lots."

Section 2. Statement of Assessment or Common Charges: The Association, whenever so requested in writing by an Owner, a prospective Owner, a mortgagee, or a prospective mortgagee of a Lot, shall promptly report any then unpaid Assessments or Common Charges due from, or any other default by, the then present Owner.

Section 3. Notice of Default: The Association, when giving notice to an Owner of a default in paying Assessments or Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Lot if the name and address of such mortgagee has previously been furnished to the Association.

ARTICLE XIV
RESTRICTIONS UPON SALES,
LEASES OF LOTS AND OTHER TRANSFERS

Section 1. Sales and Leases: No Owner may sell or lease his Lot or any interest therein except by complying with the provisions of Sections 2 through 18 of this Article.

Section 2. Notice by Owner: Any Owner who receives a bona fide offer for the purchase or lease of his Lot (either of which offers are hereinafter called "outside offer") which he intends to accept, shall give written notice to the Association of such offer and of such intention, the name and address of the proposed purchaser or leases, the terms of the proposed transaction and such other information as the Association may reasonably require.

Section 3. Offer to Association: The Owner shall thereupon offer to sell or lease such Lot to the Association or its designee, corporate or otherwise, on the same terms and conditions as contained in such outside offer; however, if the terms and conditions provide for a mortgage at the time of transfer, the Association may, at its option, pay for the Lot in cash. The time for closing by the Association may be extended up to fifteen (15) days beyond the election of the Association to so purchase the Lot.

Section 4. Representative by Owner: The giving of such notice shall constitute a warranty and representation by the Owner who has received such offer, to the Association, that such Owner believes the outside offer to be bona fide in all respects and that he intends to accept it.

Section 5. Election by Board of Directors: Within forty (40) days after receipt of such notice, the Board of Directors may elect, by notice to such Owner, to purchase or lease such Lot, as the case may be, or to cause the same to be purchased or leased by its designee (corporate or otherwise), on behalf of all Members, hereinafter referred to as its election, on the same terms and conditions as contained in the outside offer, as stated in the notice from the offering Owner, subject to the modifications thereof outlined in Section 3 hereunder.

Section 6. Closing of Title: In the event the Board of Directors shall make such election, the transfer shall take place at the office of the Association.

Section 7. Lease: In the event such Lot is to be leased, the offering Owner shall execute and deliver to the Association or to its designee a lease between the offering Owner as landlord and the Association or its designee, corporate or otherwise, as tenant, covering such Lot, on the terms and conditions contained in such outside offer.

Section 8. Failure to Accept Offer: In the event the Board of Directors shall fail to accept such offer within forty (40) days as aforesaid, or prior to that time execute a written waiver of its rights hereunder, the offering Owner shall be free to contract to sell or lease such Lot, as the case may be, within sixty (60) days after the expiration of the period in which the Board of Directors might have accepted such offer, to the outside offeror, on the terms and conditions set forth in the notice of such outside offer.

Section 9. Failure to Consummate Outside Sale or Lease: In the event the offering Owner shall not, within such sixty (60) day period, contract to sell or lease such Lot, as the case may be, to the outside offeror, on the terms and conditions in the outside offer, or if the Owner shall so contract to sell or lease his Lot within such sixty (60) day period, by such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Owner thereafter desire to sell or Lease such Lot, to the same or any other outside offeror, the offering Owner shall be required to again comply with all of the terms and provisions of this Article.

Section 10. Options: In the event an option is granted by an Owner to sell or lease his Lot, at the time the option is exercised it shall be subject to the provisions of this Article as if it were an offer by the optionee to purchase or lease the Lot.

Section 11. Provisions in Lease: Any such lease shall be consistent with these Bylaws and shall provide that it may not be modified, amended, extended or assigned without the prior written consent of the Board of Directors, that the tenant shall not sublet the demised premises, or any part thereof, without the prior written consent of the Board of Directors. In the event of default by the tenant in the performance of said lease, or failure by the tenant to perform any obligation in the Declaration, Bylaws or Rules and Regulations, the Association shall have the power to terminate such lease, and bring summary proceedings to evict the tenant in the name of the landlord thereunder.

Section 12. Violation: Any purported sale or lease of a Lot in violation of this Article shall be voidable within six (6) months from date of recording the document evidencing such sale or lease at the election of the Board of Directors, and the Association may take such other action against the parties to such transaction as permitted by law. Notice of an action to void said purported sale or lease must be recorded in the Torrington Land Records, and said action must be commenced within said six month period.

Section 13. Consent of Owner to Purchases or Lease of Lots by Board of Directors: The Board of Directors shall not exercise any rights hereinabove set forth to purchase or lease any Lot without such action having been approved at a regular or special meeting by a majority vote of each class of Members eligible to vote.

Section 14. Financing of Purchase of Lots by Association: Acquisition of Lots by the Association or its designee on behalf of all Members may be made from the working capital and Common Charges in the hands of the Association or the Association may levy an assessment against each Member as a Common Charge, or the Association, in its discretion, may borrow money to finance the acquisition of such Lot, provided, however, that no financing may be secured by an encumbrance or hypothecation of any interest other than the Lot to be acquired by the Association.

Section 15. Exceptions: The provision of this Article shall set apply with respect to any sale or lease by an Owner of his Lot to his spouse, any of his children, his parents, brothers or sisters of any one of them, or to any Lot owned by the Developer, or to the acquisition or mail of a Lot by a mortgagee who acquires title to such Lot by foreclosure or by deed in lieu of foreclosure, or to the acquisition of a Lot by a purchaser at any judicial sale.

Section 16. Gifts and Devises: Any Owner shall be free to convey or transfer his Lot by gift, or to devise his Lot by will, or to pass the same by intestacy, without compliance with any of the provisions of this Article.

Section 17. Release by Board of Directors of Right of Refusal: The restrictions contained in this Article may be waived by the Board of Directors with respect to a particular sale of lease, in such event, the Lot may be sold, conveyed or leased, or a previous sale, conveyance or lease may be confirmed to be free and clear of the provisions of this Article.

Section 18. Certificate of Termination of right of First Refusal: A certificate executed and acknowledged by the president, secretary or treasurer of the Association or by the Manger, on behalf of the Association, stating that the provisions of this Article have been met by as Owner, have been duly waived by the Board of Directors, or that the transfer is exempt from this Article, shall be conclusive upon the Association and the Members in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner who has in fact complied with the provisions of the Article.

ARTICLE XV
INSURANCE

Section 1. Coverage: To the extent available, the Association shall obtain and maintain insurance coverage as set forth in Sections 2, 3, and 4 hereof. All insurance affecting the Properties shall be governed by the provision of this Article. Premiums for insurance obtained by the Association shall be a Common Expense.

Section 2. Physical Damage: All buildings and improvements (as defined in Subsection (e) hereof), and all of the personal property owned by the Association, shall be insured, for the benefit of the Association, the Owners and mortgagees of Lots as their interests may appear, against risks of physical damage as follows:

(a) Amounts: As to real property, for as amount equal to not less than ninety (90%) percent of its replacement cost; as to personal property, for as amount equal to its actual cash value. Prior to obtaining any insurance on real property under this Section, and at least by-annually thereafter, the Board of Directors shall obtain as appraisal from a qualified appraiser for the purpose of determining the replacement cost of such real property.

(b) Risks Insured Against: The insurance shall afford protection against loss or damage by reason of:

(1) Fire and other perils normally covered by extended coverage;

(2) Vandalism and malicious mischief;

(3) Such other risk of physical damage as from time to time may be customarily covered with respect to buildings and improvements similar in construction, location and use as those on the Property, including, without limitation, builder's risk coverage of improvements under construction; and

(4) Such other risks of physical damage as the Board of Directors may from time to time deem appropriate.

(c) Other Provisions: The insurance shall include, without limitation, the following provisions:

(1) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts, against the Association and the Owners;

(2) That the insurance shall not be affected or diminished by reason of any other insurance carried by any Owner or mortgagee of a Lot;

(3) That the insurance shall not be affected or diminished by any act or neglect of any Owner or any occupants or owners of any improvements when such act or neglect is not within the control of the Association;

(4) that the insurance shall not be affected or diminished by failure of any Owner or any occupants or owners of any improvements to comply with any warranty or condition when such failure to comply is not within the control of the Association;

(5) Such deductible as to loss, but not coinsurance features, as the Board of Directors in its sole judgment deems prudent and economical;

(6) That the insurance may not be cancelled or substantively modified (except for the addition of property or increases in amount of coverage) without at least thirty (30) days prior written notice to the named insured, and to all mortgagees of Lots;

(7) Provisions for identification of mortgagees of Lots and for the allocation of their several interests to specific Lots;

(8) The standard mortgagee clause, except that any loss otherwise payable to named mortgagees shall be payable in the manner set forth in subsection (10) hereof;

(9) Adjustment of loss shall be made with the Board of Directors or Manager;

(10) Proceeds for losses shall be payable to the Trustee; and

(11) The named insured shall be the Association.

(d) Evidence of Insurance: Certificates of insurance signed by an agent of the insurer together with copies of all endorsements thereto and proof of payment of premiums, shall be delivered to all mortgagees of Lots at the times such policies are issued, and at least ten (10) days prior to the expiration of any then-current policies, if requested by any mortgagee.

(e) Definition: As used in this Section, the term "all buildings and improvements" shall also include, without limitations,

all Common Properties and personal property of the Association, and all Lots and buildings on the Lots and the standard partition walls, fixtures and installations initially installed by the Developer, as shows on the copy of the engineering and architectural plans and specifications on file in the office of the Building Inspector, as from time to time amended, and replacements thereof; and may exclude fixtures, alterations, installations or additions situated in and about a building on a Lot used exclusively by an Owner and made or acquired at the expense of an Owner.

Section 3. Liability Insurance: The Board of Directors shall obtain and maintain public liability insurance for bodily injury and property damage on and to the Properties in such limits as the Board of Directors may from time to time determine, insuring the Association, the Board of Directors, the Manager (at the discretion of the Board of Directors), and each Member with respect to his liability arising from membership in the Association or ownership, maintenance or repair of the Properties which is the responsibility of the Association including, without limitation, liability arising from construction operations. Such liability insurance shall also cover cross-liability claims among insured's and the Association. The Board of Directors shall review such limits at least annually. The insurance provided under this Section shall include, without limitation, the following provisions:

(a) That the insurance shall not be affected or diminished by any act or neglect of any Member or any occupants or Owners of any improvements when such act or neglect is not within the control of the Association;

(b) That the insurance shall not be affected or diminished by failure of any Member or any occupants or owners of any improvements to comply with any warranty or condition when such failure to comply is not within the control of the Association; and

(c) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts against the Association and the Members.

Section 4. Workmen's Compensation Insurance: The Board of Directors shall obtain and maintain Workmen's Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

Section 5. Other Insurance: The Board of Directors is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate.

ARTICLE XVI

DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 1. Duty to Repair or Restore: Any portion of Properties, including the buildings erected on the Lots, damaged or destroyed shall be repaired or restored promptly by the Association, except as provided in Sections 5 and 7 of this Article.

Section 2. Estimate of Cost: Promptly after damage to or destruction of the Properties, and thereafter as it deems advisable, the Board of Directors shall obtain reliable and detailed estimates of the cost or repair or restoration. The Board of Directors may retain the services of an architect to assist in the determination of such estimates and in the supervision of repair and restoration.

Section 3. Collection of Construction Funds: Construction funds may consist of insurance proceeds, condemnation awards, proceeds of assessments against Members, payment by Owners for damage to or destruction of Lots, and other funds received on account of or arising out of injury or damage to the Property.

(a) Insurance and Condemnation Proceeds: To the extent that damage or destruction to the Properties is covered by insurance of the Association or by a condemnation award not specifically allocated to the Owner, the proceeds of such insurance or award shall be made available for the repair or restoration. The Board of Directors or Manager shall adjust losses under physical damage insurance policies of the Association. Such losses shall be payable to the Trustee. Condemnation awards shall be payable in accordance with Article XI of the Declaration.

(b) Assessments against Members: If the insurance proceeds and condemnation awards are insufficient to affect the necessary repair or restoration of the Common Properties, such deficiency shall be charged against all Members as a Common Expense. The proceeds of Assessments for such Common Expense shall be paid by the Board of Directors to the Trustee.

(c) Assessments of Owners: If there is damage or destruction of a Lot or Lots or if there is damage or destruction of Common Property and a Lot or Lots and the insurance proceeds and condemnation awards received by the Association are insufficient to effect the necessary repair and restoration thereof, the Association may levy a Special Assessment against each Member and each Member shall pay such Assessment to the Board of Directors on the date specified in the resolution authorizing the same, which special Assessment shall be paid by the Board of Directors to the Trustee.

(d) Payments by Others: Any other funds received on account of or arising out of injury or damage to the Properties shall be paid by the Board of Directors to the Trustee.

Section 4. Plans and Specifications: Any repair or restoration must be either substantially in accordance with the architectural and engineering plans and specifications for the original buildings or according to plans or specifications approved by the Board of Directors and by a majority of the Members entitled to vote and the holders of first mortgages encumbering fifty (50%) percent of the Lots subject to mortgages, and if the damaged property includes buildings on Lots, by ninety (90%) percent of the Owners thereof. Repair or restoration of Lots shall include improvements and fixtures installed by an Owner thereon provided such Owner shall have paid to the Association a sum sufficient to repair or restore the same.

Section 5. Owner's Rights and Obligations:

(a) Notwithstanding the provisions of this Article XVI, if there is damage or destruction of a Lot which does not exceed \$5,000, the Owner, with the prior written consent of the Board of Directors, may perform the repairs and reconstruction thereof at such Owner's sole cost and expense. Any insurance proceeds received by the Association under the insurance purchased by it shall be used to defray such cost.

(b) If there is any damage to household and personal property owned by an Owner, or fixtures, alterations, installations or additions comprising a part of a building on a Lot made or acquired at the expense of the Owner thereof, then such Owner shall be responsible for insuring the same and for their construction and repair after casualty.

Section 6. Disbursement of Construction Funds: The Trustee shall deduct from the construction funds its actual costs, expenses and agreed fee for the performance of its duties, and shall disburse the balance in the following manner:

(a) Damage or Destruction not Exceeding \$15,000: In the event of damage or destruction of the Common Properties and such portion of Lots which are the responsibility of the Association to insure, not exceeding \$15,000.00, and upon receipt of certification of such fact from the Board of Directors, the Trustee shall deliver such balance to the Board of Directors, and the Board of Directors shall thereupon administer said balance in the same manner as required of the Trustee by this Article.

(b) Damage or Destruction Exceeding \$15,000: In the event of damage or destruction of the Common Properties and such portion of Lots which are the responsibility of the Association to insure, exceeds \$15,000, the Trustee shall apply such balance to pay directly, and to reimburse the Association for the payment for, the costs of repair or restoration of such Lots and Properties, including the cost of temporary repairs for the protection of such Lots and Properties pending the completion of permanent repairs and restoration, upon request of the Association in accordance with Subsection 3 (a) of this Article, and if an architect has been retained by the Board of Directors, upon presentation of an architect's certificate stating that the work represented by any such payment has been completed satisfactorily.

(c) Surplus Funds: If, after payment of all repairs and restorations, there remains any surplus fund, such fund shall be paid to Members in proportion to their contributions resulting from assessments levied against them pursuant to Section 3 (b) and (c) of this Article; provided, however, that no Member shall receive a sum greater than that actually contributed by him. Any surplus remaining after such payments shall be paid to the Association and shall be part of its general income; except that to the extent such surplus consists of condemnation awards for the taking of Lots described in Article XI, Section 2 of the Declaration, it shall be paid to the Owners in the proportion in which such awards were originally made.

Section 7. Determination not to Repair or Restore: If there is substantially total destruction of all of the improvements on the Properties, and seventy-five (75%) percent of the Owners eligible to vote elect not to proceed with repair or restoration, any balance of construction funds shall be disbursed and distributed to the Owners and mortgagees, as their interests may appear, in accordance with the diminution in the fair market value of their respective Lots resulting from such destruction, which unless otherwise agreed, shall be determined by arbitration. Any balance thereafter shall be disbursed and distributed to the Members in accordance with their respective interests in the Association's assets as set forth in Article III, Section 3 of the Declaration. In the event of dispute as to the fact of substantial total destruction, that issue shall be submitted to arbitration in accordance with the rules of the American Arbitration Association.

Section 8. Certificates: The Trustee may rely on the following certifications:

(a) By the Board of Directors: The Board of Directors shall certify to the Trustee in writing as to the following matters:

(1) Whether or not damaged or destroyed property is to be repaired or restored.

(2) Whether or not, in the opinion of the Board of Directors, the cost of repair or restoration may exceed \$15,000.00.

(3) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

(b) By Attorneys: The Board of Directors shall furnish the Trustee, in the event that any payments are to be made to an Owner or mortgagee, with an Attorney's Certificate based upon an examination of the Land Records from the date of the recording of the original Declaration, stating the name of the Owner and the mortgagees.

Section 9. Trustee: The Board of Directors shall enter into and keep in force a trust agreement with a bank in the State of Connecticut with trust powers to receive, administer and disburse funds pursuant to Article XV and XVI. Such trust agreement shall incorporate the Declaration and Bylaws by reference and shall provide that upon termination thereof, all monies or funds held by the Trustee shall be turned over only to a successor trustee which also be a bank in the State of Connecticut with trust powers. No amendment of Article XV or this Article XVI or of the provisions of the Declaration or Bylaws specifically referred to therein shall be binding on the Trustee until the Trustee receives notice of such amendment.

ARTICLE XVII
RECORDS

Section 1. Records: The Association shall keep detailed records of the actions of the Board of Directors and the Manager, minutes of the meetings of the Board of Directors, minutes of the meetings of the Members, names of the Members and mortgagees, and financial records and books of account for the Properties, including chronological listing of receipts and expenditures, as well as a separate account for each Lot, which, among other things, shall contain the amount of each assessment or Common Charges against such Lot, the date when due, the amount paid thereon, and the balance remaining unpaid. Unless the Owner notifies the Association of change in ownership, the Association may rely on the names of Owners appearing on the municipal tax assessor's list of the last municipal assessment date.

Section 2. Statement: A written report and statement summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all Members at least annually.

Section 3. Annual Report: In addition to the annual statement referred to above, an annual report of the receipts and expenditures of the Association, prepared, but not necessarily audited, by a certified public accountant, shall be rendered by the Board of Directors to all Members promptly after the end of each fiscal year.

Section 4. Examination of Records: Each Owner and mortgagee shall be permitted to examine the books of account of the Association at the Association's office and at reasonable times on business days.

ARTICLE XVIII

PROXIES

At all corporate meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary.

ARTICLE XIX

AMENDMENT TO BYLAWS

Section 1. Method of Amendment: These Bylaws may be altered, amended or added to at any duly called meeting of the Members, provided:

(a) that notice of the meeting be given to all Members and Mortgagees, which notice shall contain a substantial statement of the proposed amendment;

(b) that the amendment be approved in writing by the holders of mortgages on not less than fifty (50%) percent of the Lots subject to mortgages;

(c) that the amendment be approved by the Board of Directors of the Association; and

(d) that the amendment be approved by a majority of Members entitled to vote at such meeting.

Section 2. Recording of Amendment: No Amendment shall be effective until recorded in the Land Records of the Town of Torrington.

Section 3. Effect of Amendments Upon Encumbrances: No amendment or modification of the Bylaws will affect or impair the validity or priority of any mortgage encumbering the Lot or Lots, nor the validity or priority of any other lien.

Section 4. Notice to Trustee: The Association shall promptly give notice to the Trustee of any Amendment to any provision of the Declaration or Bylaws.

ARTICLE XX

INVALIDITY, CONFLICT AND WAIVER

Section 1. Invalidity: The invalidity of any part of those Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws, and, in such event, all of the other provisions of these Bylaws shall continue in full force and effect as if such invalid provision had never been included herein.

Section 2. Conflict: These Bylaws are set forth to comply with the requirements of the Nonstock Corporation Act and the Declaration. In the event of any conflict between those Bylaws and the provisions of such Act or of the Declaration, the provisions of such Act, or of the Declaration, as the case may be, shall control. In the event an amendment to the Bylaws conflicts with the terms of the Declaration and the Declaration is not amended so as to be consistent with the amended Bylaws, then, to the extent of said conflict, the Amended Bylaws shall control. In the event of conflicts between amendments to both the Bylaws and Declaration, the latest amendment shall control.

Section 3. Waiver: No restriction, condition, obligation, or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the name, irrespective of the violations or breaches thereof which may occur.

ARTICLE XXI
MISCELLANEOUS

Section 1. Notices: All notices hereunder shall be sent by mail to the Association at its offices, Burr Mountain Road, Torrington, Connecticut, to Owners to the building in which such Lot is located; or to such other address as may have been designated by a Member from time to time in writing to the Association; to mortgagees at their addresses as designated by them from time to time in writing to the Association. All notices from or to the Association shall be deemed to have been given when mailed, except notice of changes of address which shall be deemed to have been given when received.

Section 2. Captions: The Captions herein are inserted as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 3. Gender: The use of the masculine gender shall be deemed to include the feminine and neuter gender, the use of singular shall be deemed to include the plural, and vice versa, when the context so requires.

Section 4. Tort Liability: Each Member shall be deemed to have released and exonerated each other Member and the Association, and the Association shall be deemed to have released and exonerated each Member from any tort liability other than that based on fraud or criminal acts to the extent to which such liability is satisfied by proceeds of insurance carried by a Member or by the Association.

Section 5. Nonapplicability of Rule of Ejusdem Generis: The rule of ejusdem generis shall not be applicable to limit a general statement following or referable to an enumeration of specific matters to matters similar to the matters specifically mentioned.

Dated At Torrington, Connecticut this 30th day of April 1974.

Received Sept. 27, 1974 at
11:41 A.M., recorded by

Asst. Town Clerk

LETTER TO MORTGAGEES

Enclosed you will find the notice of a special meeting of Lakeridge Association, Inc. to be held May 15, 1977 for the purpose of amending the Bylaws as described in the notice. In order for these amendments to be effective, we must have the approval in writing in a form suitable for recording, from the mortgagees of $\frac{3}{4}$ of the lots subject to mortgage. If these amendments are acceptable to your institution, would you please execute a copy of the amendments submitted herewith and return it to the offices of our attorneys, Byrne, Buck & Steiner, 2-E Farmington Commons, 790 Farmington Avenue, Farmington, Connecticut. Your approval will be held in escrow and the signature page attached to a notice of the amendments indicating the vote of the members and appropriately executed by the association which will then be recorded on the land records. If the amendments fail to pass, your executed approval will be returned to you. The amendments are principally housekeeping ones to satisfy some of the procedural and administrative changes desired by lot owners in Lakeridge. If you have any questions, please feel free to call our counsel, Gordon H. Buck at Byrne, Buck and Steiner – 677-7355.

Sincerely,

LAKERIDGE ASSOCIATION, INC.

By _____
Jeanne L. De Mars, Secretary

Enclosures under separate cover

CERTIFICATE OF BYLAW AMENDMENTS

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, THAT at a meeting of the Lakeridge Association, Inc. on May 15, 1977 at which a quorum was present, by a vote of the voting interest in the association, the Declaration of Covenants and Restrictions, and recorded in Vol. 296, Page 1159 of the Torrington Land Records with the Bylaws attached as Exhibit B, was amended by amending said Bylaws as follows:

"Article VIII Members, Section 4: Annual Meetings is repealed and the following is substituted therefore:

Section 4. Annual Meetings: Annual meetings shall be held on the first Sunday of each February, or at such time within thirty (30) days thereof as may be called by the Board of Directors. There shall be elected, by ballot of the Members eligible to vote, a Board of Directors of Article VIII of Section 1 of the Bylaws, and Members eligible to vote may also transact such other business as may properly come before them.

"Article X Committees, Section 1. Standing Committees of the Association shall be:

The Nominations Committee
The Recreation Committee
The Maintenance Committee
The Architectural Control Committee
The Publicity Committee
The Audit Committee
Board of Governors

Except for the Board of governors, unless otherwise provided here-in, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Directors. The committees may be appointed by the Board of Directors at its organizational meeting immediately after each annual meeting to serve from the close of such organizational meeting until the close of the next annual meeting. The Board of Directors may appoint such other committees as it deems desirable. In the event the Committees are not so appointed, the Board of Directors shall perform the functions of the Committees. The Board of Governors shall consist of former members of the Board of Directors who agree to serve. Membership shall be automatically offered to a former director at the termination of his term.

Upon acceptance of membership in the Board of Governors, a member shall serve for a term of five (5) years unless he resigns at an earlier time.

SUPPLEMENTARY DECLARATION OF COVENANTS
AND RESTRICTIONS

LAKERIDGE
Torrington, Connecticut

THIS SUPPLEMENTARY DECLARATION, made this 1st day of March, 1978, by LAKERIDGE, INC., a Connecticut corporation, with offices at Burr Mountain Road, Torrington, Connecticut ("Developer")

WHEREAS, Developer has declared and has recorded in the Land Records of the Town of Torrington a certain Declaration of Covenants and Restrictions Lakeridge, Torrington, Connecticut, dated September 24, 1974 and recorded at Volume 296, Page 1161 of the Torrington Land Records with the Bylaws attached, describing, affecting that certain parcel of land of the Developer, east of a certain "400 unit boundary line" and southwest of Burr Mount Road, as more particularly described in Exhibit A thereof in Volume 296 at Page 1180 of the Torrington Lane Records, reference to which is hereby made ("Exhibit A to the Declaration");

WHEREAS, Developer is the Owner of real property described in Exhibit A of this Supplementary Declaration which is adjacent to and west of the real property described in said Exhibit A to the Declaration, and desires to subject said real property to the covenants, restrictions, obligations, liens, assessments, easements and charges, and convey to said real property the rights, privileges, easements, powers, benefits and profits as appurtenant thereto, all as described and enumerated in the Declaration;

NOW THEREFORE, the Developer declares that the real property described in Exhibit A to this Supplementary Declaration, and such additions thereto as may hereafter be made pursuant to Article II of the Declaration, is, heretofore has been, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens, (sometimes referred to as "Declaration" and "covenants and restrictions") as modified as hereinafter set forth, and therein:

ARTICLE I
DEFINITIONS

The words as used in the Supplementary Declaration shall be as defined in Article I in the Declaration and in addition the following:

(u) Supplementary Declaration: One or more supplementary declarations, including this supplementary declaration of covenants and restrictions as it may be amended from time to time either directly, in which case it shall be construed to be consistent with the Declaration, or as it may be amended by an amendment of the Declaration as it may be amended from time to time.

ARTICLE II
ADDITIONS OF THE LAND TO THE
PROPERTIES SUBJECT TO THE DECLARATION

Section 1. Addition in accordance with Master Plan. Article II, Section 2(a) of the Declaration provides that additional lands may become subject to the Declaration, provided that they are in accordance with the Master Plan of Development attached to the Declaration as Exhibit B. The Property consisting of 196.83 acres of Properties on the Master Plan, and are being developed substantially in accord therewith.

Section 2. Properties Subject to this Supplementary Declaration. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration, is located in Lakeridge, West of said 400 unit boundary line in the Town of Torrington, County of Litchfield and State of Connecticut, and is more particularly described on Exhibit A attached hereto. Said real property shall become, and hereafter is, a part of the Properties described in the Declaration, and shall be hereafter subject to the covenants, restrictions, obligations, liens, assessments, easements, and charges, and shall have and hold the rights, privileges, easements, powers, benefits, and profits as appurtenant thereto, to its owners, their successors and assigned forever, as described, defined and enumerated in said Declaration and Bylaws, as said documents may be amended from time to time.

Section 3. Continuation of Developer's Covenant for Additional Assessments. Article V, Section 4 of the Declaration provides for an apportionment of annual and special Assessments after January 1, 1977. Note 3 thereof provides that the Projected Mix upon which the Assessment shall be based shall not be less than 400 units, with the computation and present practice implying that the Developer is to pay the balance of the total assessment not collected from sold Lots, up to 400 units.

The Developer covenants and agrees, on behalf of the Land listed on Schedule A, that it shall continue to pay supplemental assessments based on the unsold balance of the total project mix, never less than a total of 400 units, until more than 400 units have become subject to individual assessment by the sale of 400 residential Lots to purchasers other than the Developer. Thereafter, Lot Owners shall pay the assigned pro-rate assessment for its class for each subsequent Lot sold, from the date of such sale of such Lot to a purchaser other than the Developer (or one week after the issuance of a certificate of occupancy for the Lot by the Building Official of Torrington if earlier.)

IN WITNESS WHEREOF, the Developer, pursuant to the powers reserved to it in Article II, Section 2(a) of the Declaration, and in furtherance thereof, has hereunto caused these presents to be executed, and its seal to be hereunto affixed at Torrington, Connecticut, this 1st day of March, 1978.

Signed, Sealed and Delivered
in the presence of:

LAKERIDE, INC.
A Connecticut Corporation

By _____
George L. Giguere
It's President, Duly Authorized

JOINDER OF MORTGAGEE

Approved this 2nd day of March, 1978, by SOCIETY FOR SAVINGS, a banking corporation organized under the laws of the State of Connecticut, first mortgagee on the property, for the purpose of accepting and approving the terms and conditions of this Declaration and the Bylaws.

Signed, Sealed and Delivered
in the presence of:

SOCIETY FOR SAVINGS

Sharon K. Kos

By _____
Pascal A. Prignano
It's Asst. Vice President

Nancy J. Fahy

STATE OF CONNECTICUT)

: ss. TORRINGTON

COUNTY OF LITCHFIELD)

On this 1st day of March, 1978, before me, personally appeared George L. Giguere, who acknowledged himself to be the President of Lakeridge, Inc. and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the aforesaid corporation by himself as President.

In Witness Whereof, I hereunto set my hand.

Notary Public
Commissioner of the Superior Court
JEANNE L. DEMARS – NOTARY PUBLIC
My Commission Expires March 31, 1981

Acceptance by Lakeridge Association, Inc.

This is to certify that the foregoing Supplementary Declaration of Covenants and Restrictions was approved and accepted by the Board of Directors of Lakeridge Association, Inc. on February 4, 1978, at a meeting of the Board at which a quorum was present.

Attest:

Maureen A. Nikora, Secretary

EXHIBIT A
SUPPLEMENTARY DECLARATION OF COVENANTS
AND RESTRICTIONS

LAKERIDGE
Torrington, Connecticut

March 1, 1978

A certain piece or parcel of land located in the Town of Torrington, County of Litchfield, State of Connecticut on Burr Mountain Road and described as follows:

FIRST PARCEL:

Beginning at an iron pipe in the town line between the towns of Torrington and Winchester at the northeasterly corner of land now or formerly of John J. Houlihan and the northwest corner of the premises herein described; thence north $79^{\circ} 02' 27''$ east, 897.08 feet to an iron pin; thence north $78^{\circ} 50' 01''$ east, 716.21 feet to an iron pipe, the last two courses being along the Torrington-Winchester town line; thence south $75^{\circ} 33' 08''$ east, 980.27 feet to a point; thence north $14^{\circ} 26' 52''$ east, 242 feet to a point; thence running northerly on a curve to the left, having a radius of 25 feet, 39.27 feet to the southerly side of Burr Mountain Road, the last three courses being along land now or formerly of George L. Giguere and Jan P. Giguere, partly by each; thence south $75^{\circ} 33' 08''$ east, along the southerly side of Burr Mountain Road, 279.18 feet to a iron pin; thence running south $47^{\circ} 18' 08''$ east, along the southerly side of Burr Mountain Road, 616.29 feet to a point, thence running south $42^{\circ} 41' 52''$ west, 267.00 feet to a point; thence running south $47^{\circ} 18' 08''$ east, 329.15 feet to a point; thence north $36^{\circ} 27' 52''$ east, 243.60 feet to a point; thence running northerly on a curve to the left having a radius of 27.88 feet, 40.76 feet to the southerly side of Burr Mountain Road, the last four courses being along land now or formerly of Jon F. and Elaine Warzocha; thence south $47^{\circ} 18' 08''$ east, 59.20 feet to a point; thence south $53^{\circ} 32' 08''$ east, 316.00 feet to an iron pin, the last two courses being along the southerly side of Burr Mountain Road; thence south $34^{\circ} 50' 03''$ west, 300.00 feet; thence south $55^{\circ} 34' 27''$ east, 71.18 feet to a point; thence south $54^{\circ} 04' 54''$ east, 148.56 feet to an iron pin, the last three courses being along land now or formerly of Joseph J. and Jeannie E. Bowski; thence south $35^{\circ} 54' 34''$ west, 334.40 feet to a point; thence south $54^{\circ} 26' 26''$ east, 301.72 feet to an iron pin, the last two courses being along land now or formerly of Francis G. Kazakwich; thence south $54^{\circ} 25' 28''$ east, along land now or formerly of John Hucknall, 154.31 feet to a point; thence south $18^{\circ} 57' 27''$ west, 310.10 feet to a point; thence north $81^{\circ} 57' 51''$ west, 608.52 feet to a point; thence south $34^{\circ} 32' 06''$ west, 918.99 feet to a point; thence north $83^{\circ} 13' 13''$ west, 176.90 feet to a point; thence north $80^{\circ} 16' 02''$ west, 1,882.93 feet to a point; thence north $73^{\circ} 53' 29''$ west, 1,047.74 feet to a point, the last six courses being along land now or formerly of the State of Connecticut; thence north $8^{\circ} 15' 28''$ east, 273.44 feet to a point; thence north $8^{\circ} 59' 15''$ east, 581.86 feet to a point; thence $8^{\circ} 51' 45''$ east, 984.06 feet to the point or place of beginning, the last three courses being along land now or formerly of June J. Houlihan, comprising a parcel of 196.83 acres more or less, lying on the southwest side of Burr Mountain Road as shown on a certain map or plan entitled

Excepting and excluding therefrom all that certain piece or parcel of land described in the Exhibit A to the Declaration of Covenants and Restrictions, Lakeridge, dated September 24, 1974, recorded in Vol. 296, Page 1161, said Exhibit A being found at Vol. 296, Page 1180 and being all that land lying to the east of the "400 Unite Development Boundary Line."

The purpose hereof to include all of the property within the above boundaries as covered either by the said Declaration of Covenants and Restrictions or the Supplementary Declaration of Covenants and Restrictions attached hereto.

Received Mar. 3, 1978 at
3:44 P.M., recorded by
Dorothy Maniccia
Asst. Town Clerk

AMENDMENT

DECLARATION OF COVENANTS AND RESTRICTIONS

LAKERIDGE ASSOCIATION, INC.

THIS AMENDMENT, made this 8th day of October, 1978, by Lakeridge Association, Inc., a Connecticut Non-Stock Corporation,

WHEREAS, the Board of Directors has found in its judgment that the Lakeridge Association, Inc., be treated as a taxable corporation, subject to the rules of Section 277 of the Internal Revenue Code,

WHEREAS, the Lakeridge Association, Inc., has established a Capital Reserve Trust for the purpose of accumulating funds for the purchase of capital assets and the replacement of deteriorated or depreciated capital assets,

WHEREAS, Article VIII, Section 2 of the Declaration of Covenants and Restrictions provides that the cost of exterior maintenance shall be included in the reserves,

NOW THEREFORE BE IT RESOLVED THAT the Declaration be hereby amended as follows:

“Section 2. Assessment of Cost. The cost of such exterior maintenance shall be included as part of the Common Expense and shall be collected as part of the Assessments pursuant to Article V of the Declaration. The Board of Directors (shall) may establish reserves for such maintenance and such reserves may be adjusted from time to time in accordance with the experience of the Association in providing such maintenance.”

Deletions are in brackets and insertions are underlined.

AND BE IT FURTHER RESOLVED THAT the Secretary cause the above amendment to be set forth in a notice to all Members at least 30 and not more than 20 days prior to the next meeting of the Association, at which a hearing will be held and comments solicited on the amendment, after which a vote will be taken on the amendment.

At the same time as the notice is sent, a copy of the amendment, suitable for recording, shall be sent to mortgagees of record for their acceptance and execution.

IN WITNESS WHEREAS, the Association has hereunto caused these presents to be executed and its corporate seal to be hereunto affixed at Torrington, Connecticut, this 8th day of October, 1978.

Signed, Sealed and Delivered
in the Presence of:

LAKERIDGE ASSOCIATION, INC.

Maureen A. Nikoara

BY _____
George L. Giguere, President

Sharon Hall

CONSENT OF MORGEE

Approved this 25th day of September, 1978, by Savings Bank of Winsted, a banking corporation organized under the laws of the state of Connecticut, first mortgagee of _____ percent of the Lots subject to mortgage, for the purpose of consenting to the terms and conditions of this amendment to the Declaration.

Deborah Horne

Michael A. Kasey

By: _____

Ann M. Ayers

STATE OF CONNECTICUT)

ss. Torrington

COUNTY OF LITCHFIELD)

On this 13th day of February, 1979, before me, personally appeared George L. Giguere who acknowledged himself to be the President of Lakeridge Association, Inc., and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the aforesaid corporation by himself as President.

In Witness Whereof, I hereunto set my hand.

Notary Public
Jeanne L. Demars

Received May 18, 1979
at 11:28 A.M., recorded by
Dorothy Maniccin
Asst. Town Clerk

AMENDMENT
DECLARATION OF COVENANTS AND RESTRICTIONS
LAKERIDGE ASSOCIATION, INC.

THIS AMENDMENT, made this 31st day of January, 1978, by Lakeridge Association, Inc., a Connecticut Non-Stock Corporation.

WHEREAS: Article IV, Section 4 of the Declaration of Covenants and Restrictions provides that the Association shall designate exclusive parking spaces, and pursuant to present practice, has only been designating exclusive parking spaces where it deems necessary, and the Association deems it desirable to conform the Declaration to present practice; and,

WHEREAS: Article XIV provides that the Declaration may be amended by a majority vote of the Members entitled to vote and the written consent of holders of first mortgages encumbering fifty (50) percent of the Lots subject to mortgage,

NOW THEREFORE BE IT RESOLVED THAT: Article IV, Section 4 be amended to read: "Section 4 Parking Rights – The Association [shall] may designate [at least/one or more parking spaces] with respect to [each] a Residence for the exclusive use of the Owner residing therein, his family and guests, which may be redesignated by the Association from time to time to another location, or the designation removed." (deletions in brackets; additions underlined)

AND BE IT FURTHER RESOLVED THAT: The Secretary cause the above amendment to be set forth in a notice to all Members at least 10 and not more than 20 days prior to the next meeting of the Association, at which a hearing will be held and comments solicited on the amendment, after which a vote will be taken on the amendment.

At the same time as the notice is sent, a copy of the amendment, suitable for recording, shall be sent to mortgagees of record for their acceptance and execution.

IN WITNESS WHEREAS, the Association has hereunto caused these presents to be executed and it's a corporate seal to be hereunto affixed at Torrington, Connecticut, this 31st day of January, 1978.

Signed, Sealed and Delivered
in the Presence of:

LAKERIDGE ASSOCIATION, INC.

Jeanne L. DeMars

By _____
George L. Giguere, President

Nathan H. Zimmerman

CONSENT OF MORTGAGEE

Approved this 31st day of January, 1978, by The Southington Bank and Trust Company, a banking corporation organized under the laws of the State of Connecticut, first mortgagee of _____ percent of the Lots subject to mortgage, for the purpose of consenting to the terms and conditions of this Amendment to the Declaration.

Janet Huberry

By _____
Gary W. Hudson
It's Vice President and Secretary

Keith S. Reed

STATE OF CONNECTICUT)
COUNTY OF Hartford) ss.

On this 31st day of January, 1978, before me, personally appeared GEORGE L. GIGUERE, who acknowledged himself to be the President of Lakeridge Association, Inc., and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the aforesaid corporation by himself as President.

In Witness Whereof, I hereunto set my hand.

Received May 18, 1979
at 11:39 A.M., recorded by
Asst. Town Clerk

Notary Public

CONVEYANCE OF EASEMENTS
LAKERIDGE
LOTS 18, 19A, AND 19B
TORRINGTON, CONNECTICUT

THIS CONVEYANCE OF EASEMENTS, made this _____ day of October, 1981, by George L. Giguere and Lakeridge Association, Inc., ("Declarants.")

INTRODUCTION

George L. Giguere is the Owner of land known as Lots 18, 19A and 19B on Burr Mountain Road north of the adjoining the Common Properties at Lakeridge bordered on three sides by the Common Properties. Lots 18, 19A, and 19B are single family house lots.

Article IV Section 3(g) of the Declaration of Covenants and Restrictions of Lakeridge, provides for the conveyance of easements over the Common Properties when it is found that such conveyance is in the best interest of and necessary and proper for the Owners of Lakeridge and in accordance with the general plan of development.

The incorporation of the Owners of Lots 18, 19A and 19B into the regime of Lakeridge is in the best interests of and necessary and proper for the Owners of Lakeridge to provide

or serve the northern border, and to provide control of development of such lots.

Therefore, George L. Giguere and Lakeridge Association, Inc. declare that Lots 18, 19A and 19B are and shall be, held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, and easements and charges hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Conveyance (unless the context shall prohibit) shall have the following meanings.

- (a) Declarants. George L. Giguere, the Owner of Lots 18, 19A and 19B and Lakeridge Association, Inc.
- (b) Declaration. The Declaration of Covenants and Restrictions, Lakeridge, Torrington, Inc. and recorded at Volume 296, Page 1161 of the Torrington Land Records as it may be amended.
- (c) Lot. Any plot of land on the map of the Properties with the Common Properties appurtenant thereto, including Lots 18, 19A and 19B in the subdivision map referred to in Article II of this Conveyance.
- (d) Properties. All such existing properties of Lakeridge, and Lots 18, 19A and 19B are subject to this Conveyance and to the Declaration.

(e) Conveyance. This Conveyance of Easements, as the same may be amended from time to time.

Section 2. Terms. Other terms initial capitalized shall have the same meaning as set forth in Article I of the Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS CONVEYANCE

Section 1. Properties The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Conveyance is located in the Town of Torrington, County of Litchfield, and State of Connecticut, and is more particularly described as Lots 18, 19A and 19B on the map entitled "Resubdivision of Lot 19, Lakeridge, Burr Mountain Road, Torrington, Connecticut, August 1980. Revised June, 1981; Lot 18 added. Revised April, 1981 to show new division line. Refer to maps prepared by - - G. A. Hanson, R.L.S.- - Storch Engineers. . . [certified] William A. Berglund, R.L.S., Torrington, Conn. Note – this is a Resubdivision of Lot 19 as shown on map 793C – T.L.R.", which map is on file in the office of the Town Clerk of the Town of Torrington.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Owners' Easements of Enjoyment. Together with and as directed and limited in the provisions of Article

IV of Declaration, the Association hereby gives, grants, bargains and sells to the Owners of Lots 18, 19A and 19B, in common with each other and every Owner in Lakeridge, a right and easement of enjoyment, in and to the Common Properties and such easement shall include, among other consistent rights, the non-exclusive right to pass and repass across the Common Properties and to use the Common Properties for all purposes as if the Owner were in undivided Owner in common of said Common Properties.

Section 2. Extent of Owners' Easements. The Owners of Lots 18, 19A and 19B have the same rights and obligations as do Members of the Association with respect to the Association's right to charge admission and other fees for different or unique uses by its Members pursuant to Article IV, Subsection 3(d) of the Declaration and such charges shall be made and collected in the same manner as afforded to the Members.

Section 3. Rights and Obligations. The Owners of Lots 18, 19A and 19B for themselves and for all others taking from them shall conform to and assume the terms of the Declaration and Bylaws and Rules and Regulations of the Association and pay annual Assessments to the Association.

ARTICLE IV

COVENANT FOR PAYMENT OF ASSESSMENTS AND COMMON CHARGES

Section 1. Consideration. George L. Giguere agrees, on behalf of the Owners of Lots 18, 19A and 19B, that he shall

pay to the Association \$2800.00 Dollars in consideration of the affirmative obligation of the Owners of Lots 18 and 19A and 19B to pay annual Assessments to the Association and the mutual promises contained herein. Said \$2800.00 shall be payable as follows: \$1400.00 upon the transfer of title of Lot 18 and \$1400.00 upon the transfer of title of Lot 19B.

Section 2. Creation of the Lien and Personal Obligation of Assessments. The Declarant, George L. Giguere agrees that the Owners of Lots 18, 19A and 19B will pay to the Association annual Assessments or Common Charges and special Assessments. The Common Charges and Assessments shall be a charge on the land and shall be a continuing lien on the property against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due.

Section 3. Basis of Annual Assessments. The annual Assessment shall be equal to one hundred (100%) percent of the annual Assessment paid by the Owner of a Four Bedroom Residence (and garage if applicable.) In the event that, and so long as the Association dedicates or transfers the Common Properties to any public agency, authority or utility pursuant to Article IV Section 3(f) of the Declaration for the purpose of substantially performing the actions and activities assigned to the Association by Article V, Section 2 of the Declaration

then the annual Assessment shall be equal to fifty (50%) percent of the annual Assessment paid by the Owner of a Four Bedroom Residence (and garage if applicable.) The formula for the amount to be paid by the Owner of a Four Bedroom Residence (and garage if applicable) is set forth in Article V, Section 3 of the Declaration.

Section 4. Basis of Special Assessments. Special Assessments shall be equal to one hundred (100%) percent of the special Assessments paid by the Owner of a Four Bedroom Residence (and garage if applicable.)

Section 5. Commencement and Due Dates for Annual and Special Assessments. Annual Assessments levied pursuant to Section 2 of this Article shall commence on the date hereof, pro rata for the remainder of the calendar year and on the first day of January for each succeeding year and shall be due and payable in equal monthly installments, in advance, on the first day of the month and on the first day of each succeeding month thereafter. Special Assessments shall be paid when levied.

Section 6. Effect of Non-Payment of Assessment. If any Assessment is not paid on the date on which it is due and payable, then such Assessment shall become delinquent and, together with such interest thereon and cost of collection thereof as hereinafter provided, including reasonable attorney's fees, shall thereupon become the personal obligation of the Owner.

If any Assessment is not paid within thirty (30) days after the date payable, such Assessment shall bear interest from the date of delinquency at the rate of twelve (12%) percent per annum or such other rate as may be paid by all Members of the Association until collected, and the Association may bring an action at law against the Owner personally obligated to pay the same, or his heirs, successors, devisees, personal representatives and assigns, and there shall be added to the amount of such Assessment, all costs incurred in connection therewith and reasonable attorneys's fee.

ARTICLE V

COVENANTS

Section 1. Restrictions on Access for lots 18, 19A and 19B. The Owners of Lots 18, 19A and 19B do hereby covenant and agree that they will have no access by car or other vehicle or foot path to Burr Mountain Road and further covenant and agree to erect and maintain at their sole expense either a fence or a 15 foot natural barrier of bushes, trees, landfills, and natural landscape.

Section 2 (a). The Association covenants and agrees to allow the Owners of Lots 18 and 19B free and unobstructed direct access by foot and motor vehicle and for all purposes for which highways may be used from their lots to the roads and drives of the Common Properties of Lakeridge (Ledge Drive.) The Owners of Lots 18 and 19B shall further have the right to build driveways from their properties across the Common

Properties to Ledge Drive and will also have the right of connection to all utilities therein.

(b) Special Provisions as to Restrictions on Access for Lot 19A. The Owner of Lot 19A does hereby covenant and agree to block the existing access to Burr Mountain Road and further covenants and agrees to erect and maintain at its sole expense either a fence or a 15 foot natural barrier of bushes, trees, landfill, and natural landscape on or before October 31, 1985 or sooner upon the transfer from present owner. Only when the access has been blocked, the Association covenants and agrees to allow the Owner of Lot 19A free and unobstructed direct access by foot and motor vehicle and for all purposes for which highways may be used from this Lot to the roads and drives of the Common Properties of Lakeridge (Ledge Drive.) The Owner of Lot 19A shall further have the right to build a driveway from its property across the Common Properties to Ledge Drive and will also have the right of connection to all utilities therein.

(c) The driveways to and from lots 18, 19A and 19B shall not connect to each other.

Section 3. Swimming Pools and Tennis Courts. The Owners of Lots 18, 19A and 19B will not build (or have built) swimming pools or the lake or tennis courts or the lake (including paddle tennis) on their Lots and shall be barred from constructing anything on their Lots not presently permitted as a matter of right by local zoning ordinances.

Section 4. Exterior Maintenance. The Owners of Lots 18 and 19B shall stain the exterior of the structure on their respective Lots so that the stain will be the same as that on the other structures in Lakeridge.

Section 5. Gate. The Association will maintain the gate on Lot 19B that is in the CL&P right of way so long as the Association is permitted to do so by CL&P and governmental authorities on the Torrington – Winchester Town Line. The Association will also keep and maintain a lock on that gate, pursuant to the agreement with the utility. Owner of Lot 19B hereby grants an easement to the Association over Lot 19B for the aforesaid purpose.

Section 6. Plowing and Shoveling. The Association will plow and shovel the driveways and walk to front door only on Lots 18, 19A and 19B.

Section 7. Security. The Association will provide to Lots 18, 19A and 19B the same security services that it gives to its Members.

Section 8. House Numbers and Post Office Boxes. Owners of Lots 18, 19A and 19B will be issued a house number and a corresponding post office box at the Lakeridge Post Office (subject to post office regulation.)

ARTICLE VI

GENERAL PROVISIONS

Section 1. Duration and Termination. The covenants, restriction and easements contained in this Conveyance shall run with and be appurtenant to the Properties and shall be binding upon and inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this

Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date of September 24, 1974 after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless terminated by an instrument recorded in the Torrington Land Records and executed by the then-Owners of ninety (90%) percent of the Lots.

Section 2. Notices. Any notice required to be sent to any Owner under the provisions of this Conveyance shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of the covenants, restrictions and easements contained in this Conveyance shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these covenants and restrictions.

Section 4. Invalidity. The invalidity of any provision of this Conveyance shall not be deemed to impair or effect of the remainder of this Conveyance and, in such event, all of the other provisions of this Conveyance shall continue in full force and effect as if such invalid provision had never been included herein.

STATE OF CONNECTICUT)

ss:

COUNTY OF LITCHFIELD)

Personally appeared Michael Brookman, who acknowledged himself to be the President of LAKERIDGE ASSOCIATION, INC., a Corporation, and that Michael Brookman, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself, as President, before me.

Notary Public

STATE OF CONNECTICUT)

ss:

COUNTY OF LITCHFIELD)

Personally appeared Louis Buglioli, who acknowledged himself to be the Vice President of LAKERIDGE ASSOCIATION, INC., a Corporation, and that Louis Buglioli, as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself, as Vice President, before me.

Notary Public

Received October , 1981 at

Recorded by: _____, Town Clerk

Received April 2, 1982 at
2:00 P.M., recorded by
Stella Roten
Asst. Town Clerk

LAKERIDGE ASSOCIATION

ARTICLE VII

Section 4. Annual Meetings: Annual meetings shall be held on the (third Tuesday of each January) first Sunday of each (February), or at such time within thirty (30) days thereof as may be called by the Board of Directors. There shall be elected by ballot of the Members eligible to vote, a Board of Directors in accordance with the provisions of Article VIII, Section 1 of the Bylaws, and Members eligible to vote may also transact such other business as may properly come before them.

Amended: 5/15/77 (Deletions in parentheses; additions underlined.)

Amend: Sec. 4 Delete February – replace with April.

Amended the Section 4. would read:

Section 4. Annual Meetings: Annual meetings shall be held on the first Sunday of each April, or at such time within thirty (30) days thereof as may be called by the Board of Directors. There shall be elected by ballot of the Members eligible to vote, a Board of Directors in accordance with the provisions of Article VIII, Section 1 of the Bylaws, and Members eligible to vote may also transact such other business as may properly come before them.

Lakeridge Association – Amendment to Bylaws, p. 2.

ARTICLE VIII

BOARD OF DIRECTORS

Section 1. Function, Number and Qualifications: The affairs of the Association shall be governed by a Board of Directors who need not be Members of the Association so long as Class C Membership exists. The initial Board of Directors shall consist of at least four (4) and not more than six (6) directors who shall hold office until the election of their successors. Beginning with the annual meeting after which Class C Membership ceases and becomes converted to Class A Membership, the Members shall elect [three directors for a term of three years, being the three directors each with the greatest number of votes, three directors for a term of two years, being the three directors with the next greater number of votes, and three directors for a term of one year and at each annual meeting thereafter the Members shall elect three directors for a term of three years.] The directors shall hold office until their successors have been elected and have held their first meeting.

Delete: the material in [] and replace with nine directors for a term of one year and at each annual meeting thereafter.

Amended the Section 1. would read:

Section 1. Function, Number of Qualifications: The affairs of the Association shall be governed by a Board of Directors who need not be Members of the Association so long as Class C Membership exists. The initial Board of Directors shall consist of at least four (4) and not more than six (6) directors who shall hold office until the election of their successors. Beginning with the annual meeting after which Class C Membership ceases and becomes converted to Class A Membership, the Members shall elect nine directors for a term of one year and at each annual meeting thereafter.

ARTICLE IX

OFFICERS

Section 4. President: The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board of Directors. * He shall have all the general powers and duties which are usually vested in the office of president of a corporation, organized under the laws of the State of Connecticut, including but not limited to the power to appoint committees from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Insert: After * At all meeting of the Directors where he presides he shall vote to dissolve a tie when necessary.

Amended the Section 4. would read:

Lakeridge Association – Ammendment to Bylaws, p. 3.

Section 4. President: The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board of Directors. At all meetings of the Directors where he presides he shall vote to dissolve a tie when necessary. He shall have all the general powers and duties which are usually vested in the office of president of the corporation, organized under the laws of the State of Connecticut, including but not limited to the power to appoint committees from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

LAKERIDGE TAX DISTRICT

AMENDING PROCEDURE

ARTICLE IV

Section 4.1. Board of Directors: The Board shall consist of eight (8) members: the President; the Vice President; the Clerk and five (5) Directors. The maximum number of members of the Board who may be members of the same political party shall be five (5.) (Ref: Conn. Gen. Stat. SS7-327(a), 9-167a.)

Amend: Section 4.1 Delete eight (8) and replace with nine (9.) Insert semi color after clerk – insert Treasurer.

Amended Section 4.1 would read:

Section 4.1 Board of Directors: The Board shall consist of nine (9) members: the President; the Vice President; the Clerk; the Treasurer and five (5) Directors. The maximum number of members of the Board who may be members of the same political party shall be five (5.) (Ref: Conn. Gen. Stat. SS7-327 (a), 9-167a.)

Lakeridge Tax District, Amendments, p. 2.

Section 4.4 Election of Officers and Directors: The Officers and Directors shall be elected each year at a special meeting of the District to be held in the month of (January) and shall serve for a term of one year or until their successors are elected, whichever is later.

Amend: Section 4.4 Delete (January) replace with April.

Amended Section 4.4 would read:

Section 4.4 Election of Officers and Directors: The Officers and Directors shall be elected each year at a special meeting of the District to be held in the month of April and shall serve for a term of one year or until their successors are elected, whichever is later.

LAKERIDGE TAX DISTRICT

I. Section 3.2B: Special meetings of the District may be called as necessary from time to time by the President, or by any three of the Directors, to transact such business as may be duly designated in the notice of the meeting (Ref: Conn. Gen. Stat. S7-327(a).) Special meetings shall be held on the first weekend of January, April and September of each year and the last weekend of May of each year.

II. Section 3.2C: At least thirty days before each annual or special meeting of the District a notice signed by the President or by any three of the Directors shall be posted at the location within the District designated for such purpose in Section 9.2 thereof, and a copy of such notice shall be mailed first class postage prepaid to all voters of record. Such notice shall state the date, time and place within the District of the meeting and the business to be transacted. (Ref: Conn. Gen. Stat. S7-327(a).) The notice may also include the Board of Directors reasons for recommending approval or disapproval with respect to the business to be transacted.

III. Section 3.2F: At least 15 days prior to the special meetings to be held on the first weekend of January, April and September of each year and the last weekend of May of each year, any voter may comment in writing on said expenditure or change in the governing provisions or Rules and Regulations of the Tax District by forwarding to the Board of Directors on a sheet of 8 ½ by 11 paper written comments. The voter must sign his or her name to these comments. These comments will be distributed to all voters at least 10 days prior to the scheduled meeting.

IV. Section 5.3: The voters shall meet each year on or before the last weekend of May to adopt the annual budget, lay the tax and fix the tax rate. (Ref: Conn. Gen. Stat. S7-327(c).) Copies of the proposed budget and the comments and recommendations of the Board shall be made available to the voters no less than five (5) days before the date of the annual or special meeting at which the budget is to be considered.

V. Section 5.6: In the event that the needs of the District in any year exceed the amount included in the annual budget, the Board may call a special budget meeting of the voters of the District for the purpose of approving an emergency appropriation. Notice of any such special budget meeting shall be given in accordance with the provisions of Section 3.2C hereof. In the event that the needs of the District in any year exceed the amount allocated in the annual budget by an amount in excess of \$5,000, the vote to approve any non-emergency appropriation may only be made at the special meetings to be held on the first weekend of January, April and September of each year and the last weekend of May of each year.

VI. Section 6.1: The District may adopt ordinances, with penalties to secure their enforcement, for the purpose of regulating the carrying out of its purposes as defined in Section 2.1 hereof. (Ref: Conn. Gen. Stat. S7-328.) Except as otherwise herein provided the District meeting shall have the sole power to enact ordinances. Provided, however, that the enactment or amendment of ordinances may only be done at the special meetings to be held on the first weekend of January, April and September of each year and the last weekend of May of each year.

Received June 29, 1982 at
11:20 A.M., recorded by
Stella Roden
Asst. Town Clerk

AMENDMENT TO CONVEYANCE OF EASEMENTS
LAKERIDGE
LOTS 18, 19A AND 19B
TORRINGTON, CONNECTICUT

A certain Conveyance of Easements, Lakeridge, Lots 18, 19A and 19B, Torrington, Connecticut, made the 23rd day of October, 1981, by George L. Giguere and Lakeridge Association, Inc. ("Declarants,") and recorded on the 2nd day of April , 1982 at Volume 349 Page 464, of the Torrington Land Records, is amended as follows (deletions are over struck; additions within text are underlined):

ARTICLE IV, Section 3, is amended to read as follows:

Section 3. Basis of Annual Assessments. The annual Assessment shall be equal to one hundred (100%) percent of the annual Assessment paid by the Owner of a Four Bedroom Residence (and garage if applicable.)

ARTICLE V, Section 3, is amended to read as follows:

Section 3. Improvements. The Owners of Lots 18, 19A and 19B

shall be allowed to construct anything permitted as a matter of right by local zoning ordinances.

ARTICLE V, Section 4, is amended to read as follows:

Section 4. Exterior Maintenance. The Owners of Lots 18 and 19B shall stain the exterior of the structure on their respective Lots so that the stain will be the same as that on the other structures in Lakeridge. The Association will provide the same exterior maintenance services it gives to its members; provided, however, those improvements and structures that are of a different type from the improvements provided to standard "Residences" and "Garages" on "Lots" in Lakridge (as defined in the Declaration of Covenants and Restrictions for Lakeridge) such as swimming pools, tennis courts and the lake, shall not be required to be maintained by the Association.

ARTICLE VI, Section 1, is amended to read as follows:

Section 1. Duration and Termination. The covenants, restrictions and easements contained in this Conveyance shall run with and be appurtenant to the Properties and shall be binding upon and inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, GEORGE L. GIGUERE, Owner of Lot 19A, RICHARD S. WEINERT and SYLVIA A. HEWLETT, Owners of Lot 18, KAREN SCHWALD and STANLEY SCHWALB, Owners of Lot 19B, JULES BARON, the President of Lakeridge Association, Inc., and THOMAS CASSIDY, the Vice President of Lakeridge Association, Inc. have hereunto set their hands and seals this 9th day of August, 1986.

Signed, sealed and delivered
in the presence of:

WITNESSES

L.S.
GEORGE L. GIGUERE

L.S.
RICHARD S. WEINERT

L.S.
SYLVIA A. HEWLETT

L.S.
KAREN SCHWALB

L.S.
STANLEY SCHWALB

LAKERIDGE ASSOCIATION, INC.

BY _____
JULES BARON
Its President, duly authorized

BY _____
THOMAS CASSIDY
Its Vice President, duly authorized

STATE OF CONNECTICUT)

) ss: Torrington

August 9, 1986

COUNTY OF LITCHFIELD)

Personally appeared GEORGE L. GIGUERE, signer and sealer of the foregoing instrument, who acknowledges the same to be his free act and deed, before me.

Notary Public

STATE OF CONNECTICUT)

) ss: Torrington

August 9, 1986

COUNTY OF LITCHFIELD)

Personally appeared RICHARD S. WEINERT, signer and sealer of the foregoing instrument, who acknowledges the same to be his free act and deed, before me.

Notary Public

STATE OF CONNECTICUT)

) ss: Torrington

August 9, 1986

COUNTY OF LITCHFIELD)

Personally appeared SYLVIA A. HEWLETT, signer and sealed of the foregoing instrument, who acknowledges the same to be her free act and deed, before me.

Notary Public

STATE OF NEW JERSEY)

) ss:

August 9, 1986

COUNTY OF)

Personally appeared KAREN SCHWALB, signer and sealer of the foregoing instrument, who acknowledges the same to be her free act and deed, before me.

Notary Public

STATE OF NEW JERSEY)

) ss:

August 9, 1986

COUNTY OF)

Personally appeared STANLEY SCHWALB, signer and sealer of the foregoing instrument, who acknowledges the same to be his free act and deed, before me.

August 13, 1986

Notary Public

STATE OF CONNECTICUT)

) ss: Torrington

August 9, 1986

COUNTY OF LITCHFIELD)

Personally appeared JULES BARON, who acknowledged himself to be the President of LAKERIDGE ASSOCIATION, INC., a Corporation, and that JULES BARON, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself, as President before me.

Notary Public

STATE OF CONNECTICUT)

) ss: Torrington

August 9, 1986

COUNTY OF LITCHFIELD)

Personally appeared THOMAS CASSIDY, who acknowledged himself to be the Vice President of LAKERIDGE ASSOCIATION, INC., a Corporation, and that THOMAS CASSIDY, as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself, as Vice President, before me.

Notary Public

Received August 15 , 1986 at 3:02 P.M.

Recorded by: _____ Town Clerk

CHARTER

GOVERNING ORDINANCE

LAKERIDGE TAX DISTRICT

Governing Ordinance of the Lakeridge Tax District

Article I.	Ordinance
Sec. 1.1	General
Article II.	The District
Sec. 2.1	Purposes
Article III.	District Meeting
Sec. 3.1	Legislative Body
Sec. 3.2	Meetings
Article IV.	Office & Directors
Sec. 4.1	Board of Directors
Sec. 4.2	Responsibilities of the Board
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Sec. 4.4	Election of Officers & Directors
Sec. 4.5	Vacancies
Sec. 4.6	President
Sec. 4.7	Vice-President
Sec. 4.8	Clerk
Sec. 4.9	Treasurer
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Article V.	Budget & Taxes
Sec. 5.1	Preparation by Treasurer
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Article VI.	Ordinances
Sec. 6.1	Adoption of Ordinances
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Sec. 6.3	Public Leasing
Article VII.	Borrowing
Sec. 7.1	Bond, Notes, Certificates of Indebtedness
Sec. 7.2	Approvals of Borrowing
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Article VIII.	Administrative Regulations, Resolutions
Sec. 8.1	Administrative Regulations
Sec. 8.2	Administrative
Sec. 8.3	Enforcement Procedures
Sec. 8.4	Rules of Regulations, Resolutions and Actions
Article IX.	Miscellaneous Provisions
Sec. 9.1	Authority for Contract Expenditures
Sec. 9.2	District Sign Post
Sec. 9.3	Amendment
Sec. 9.4	Fiscal Year

GOVERNING ORDINANCE OF THE LAKERIDGE TAX DISTRICT

ARTICLE I

THE ORDINANCE

Section 1.1 General

A. This Ordinance, adopted pursuant to Chapter 105 of the General Statutes of Connecticut, (the "General Statutes"), provides for the administration of the local affairs of the Lakeridge Tax District (the "District.")

B. Matters of administration of local affairs not provided for by applicable provisions of the General Statutes or of the Connecticut Special Acts shall be governed as provided in this Ordinance.

ARTICLE II

THE DISTRICT

Section 2.1 Purposes

The purposes for which the District was formed, and in furtherance of which it is authorized to act (but only if and to the extent so authorized in a lease or conveyance of property to the District), include the following: To extinguish fires; to light streets; to plant and care for shade and ornamental trees; to construct and maintain roads, sidewalks, crosswalks, drains and sewers, to appoint and employ watchmen or police officers; to construct, maintain and regulate the watchmen or police officers; to construct, maintain and regulate the use of recreational facilities; to plan, lay out, acquire, construct, reconstruct, repair, maintain, supervise, operate, regulate and manage a flood control or erosion system or a community water system; to collect garbage, ashes and all other refuse matter in any portion of the District and provide for the disposal of such matter. (Ref: Conn. Gen. Stat. S7-326.)

In addition to all statutory and constitutional powers and authority granted to the District, the District shall have all powers incident to the management of its property, government and affairs, for all purposes not prohibited by law, including but not limited to the right to enter into contracts with providers of management or related services and to wind up its affairs in the event that the rights granted and duties undertaken in a lease or conveyance of property to the District are terminated.

ARTICLE III
DISTRICT MEETING

Section 3.1 Legislative Body

The Legislative body of the District meeting , and this body shall possess all powers conferred on the District under this Ordinance and by the laws and constitution of the State of Connecticut, except as such powers may from time to time be lawfully delegated to the Board of Directors of the District (hereinafter referred to as the "Board") or to other proper persons or entities.

Section 3.2 Meetings

A. The Annual meeting of the voters of the District shall be held in the month of May in each year at the East Lodge at Lakridge, or, if the East Lodge is unavailable, at such other place within the District as the Board may designate at such date and time as the Board may specify, to adopt a budget, approve contracts, and transact such other business as may properly come before the meeting.

B. Special meetings of the District may be called as necessary from time to time by the President, or by an three of the Directors, to transact such business as may be duly designated in the notice of the meeting (Ref: Conn. Gen. Stat. S7-327(a).) Special meetings shall be held on the first weekend of January, April and September of each year and the last weekend of May of each year. (Amendment passed on April 3, 1982 and recorded June 29, 1982 in Volume 350 Page 1161.)

C. At least thirty days before each annual or special meeting of the District a notice signed by the President or by any three of the Directors shall be posted at the location within the District designated for such purpose in Section 9.2 thereof, and a copy of such notice shall be mailed first class postage prepaid to all voters of record. Such notice shall state the date, time and place within the District of the meeting and the business to be transacted. (Ref: Conn. Gen. Stat. S7-327(a).) The notice may also include the Board of Directors reasons for recommending approval or disapproval with respect to the business to be transacted (Amendment passed on April 3, 1982 and recorded June 29, 1982 in Volume 350 Page 1161.)

D. A quorum for the transaction of business at any meeting of the District shall be fifteen (15) voters, and if fifteen (15) voters are not present at such meeting from time to time, the President or, in his absence, the Vice President may adjourn the meeting from time to time until at least fifteen (15) voters are present. All meetings of the District where a quorum is present may be adjourned from time to time by a vote of a majority of the voters present and voting on the question. (Ref: Conn. Gen. Stat. S7-327(a).) Except as otherwise herein provided, all questions arising at any meeting of the District shall be decided in accordance with standard parliamentary practice.

E. Unless otherwise required by this Ordinance, substantive actions of the District meeting shall be by majority vote of those present and voting. At any annual or special meeting the voters may, by majority vote of those present and voting, discontinue any additional purposes which the District is legally authorized to undertake. (Ref: Conn. Gen. Stat. S7-327(a).) At any annual or special meeting the voters may, by a two-thirds (2/3) vote of those present and voting, adopt a proposal not inconsistent with governing provisions of the General Statutes to amend this Ordinance, except Article VIII hereof, which may be amended by majority vote of those present and voting. Such amendments shall be duly presented in accordance with the provisions of Section 9.3 hereof.

F. At least 15 days prior to the special meetings to be held on the first weekend of January, April and September of each year and the last weekend of May of each year, any voter may comment in writing on said expenditure or change in the governing provisions of Rules and Regulations of the Tax District by forwarding to the Board of Directors on a sheet of 8 ½ by 11 paper written comments. The voter must sign his or her name to these comments. These comments will be mailed to all voters at least 10 days prior to the scheduled meeting. (Amendment passed on April 3, 1982 and recorded June 29, 1982 in Volume 350 at Page 1161.)

ARTICLE IV

OFFICE AND DIRECTORS

Section 4.1. Board of Directors: The Board shall consist of nine (9) members: the President; the Vice President; the Clerk; the Treasurer and five (5) Directors. The maximum number of members of the Board who may be members of the same political party shall be five (5). (Ref: Conn. Gen. Stat. S7-327(a), 9-167a
(Amendment passed on January 2, 1982 and recorded June 29, 1982 in Volume 350 at Page 1156.)

Section 4.2. Responsibilities of the Board

A. Except as otherwise provided by law or by this Ordinance, the Board shall be responsible for the management of the affairs of the District, and shall possess all powers proper, incidental, or convenient with respect to these responsibilities, including without limitation all powers and authority conferred on the Board by this Ordinance and by the laws and constitution of the State of Connecticut.

B. The Board shall be responsible for the carrying out of the acts, policies, and ordinances of the District meeting, except where the District meeting otherwise designates, and shall maintain an adequate set of books and records reflecting the affairs of the District.

Section 4.3. Meetings of the Board

A meeting of the Board may be called by the President or by any two of the Directors upon not less than two (2) days written or oral notice, which notice may be waived in writing. Five (5) Directors shall constitute a quorum, and substantive actions of the Board shall be by majority vote of those present and voting. Any of the Directors may participate in a meeting of the Board by telephone. If all the Directors consent in writing to any action taken or to be taken by the Board such action shall be as valid as though it had been taken at an authorized meeting of the Board.

Article IV

Section 4.4 Election of Officers and Directors: The Officers and Directors shall be elected each year at a special meeting of the District to be held in the month of April and shall serve for a term of one year or until their successors are elected, whichever is later.

PROPOSED AMENDMENT (Adopted Sept. 1984)
TO
ARTICLE IV, SECTION 4.4 OF
THE GOVERNING ORDINANCE OF THE LAKERIDGE TAX DISTRICT

"Article IV, Section 4.4 is hereby deleted and the following is substituted in its place:

Article IV OFFICERS AND DIRECTORS, Section 4.4 Election of Officers and Directors:

The Officers and Directors shall be elected each year at a special meeting of the District to be held in the month of September, commencing September, 1986, and shall serve for a term of one year or until their successors are elected, whichever is later. Officers and Directors serving office as of the date of this amendment shall serve until the date of a special meeting of the District to be held in the month of April, 1985, or until their successors are elected, whichever is later, at which date Officers and Directors shall be elected to serve from said date until the aforementioned special meeting of the District to be held in September, 1986, or until their successors are elected, whichever is later."

Amended Section 4.4 would read:

Section 4.4 Election of Officers and Directors: The Officers and Directors shall be elected each year at a special meeting of the District to be held in the month of April and shall serve for a term of one year or until their successors are elected, whichever is later (Amendment passed on January 2, 1982 and recorded June 29, 1982 in Volume 350 at Page 1156.)

Section 4.5 Vacancies

Vacancies on the Board or among the Officers shall be filled for the duration of the unexpired term by a majority vote of the remaining Directors.

Section 4.6 President

The President shall be the chief executive officer of the District and shall be a member of the Board. He shall preside at all meetings of the voters of the District and at all meetings of the Directors and at all meetings where he presides he shall vote to dissolve a tie when necessary. He shall designate the duties devolving upon each of the five (5) Directors, shall approve all bills for payment by the Treasurer and shall be, ex officio, a member of all committees and boards of the District. (Ref: Conn. Gen. Stat. S70327(b).)

Section 4.7 Vice President

The Vice President shall be a member of the Board and shall have all the authority, power, and duties of the President whenever the President vacates his office, is absent, or from any cause is unable to perform his duties. (Ref: Conn. Gen. Stat. S7-322(b).)

Section 4.8 Clerk

The Clerk shall be a member of the Board, shall keep a record of the minutes of all meetings of the voters of the District and of the Board and shall keep at all times a list of the voters of the District. (Ref: Conn. Gen. Stat. S7-327(b).)

Section 4.9 Treasurer

The Treasurer shall have charge of the collection and payment of all moneys of the District, under such rules and regulations as shall be prescribed by the Board and shall prepare an annual budget as provided in Section 5.1 hereof. (Ref: Conn. Gen. Stat. S7-327(b).)

(Amended 9/1/80)

*and regulations committee

Section 4.10 Committees

A. The Board shall establish a recreation committee, a maintenance committee, a communications committee and an audit committee; and may establish such additional committees as deemed appropriate, to advise the Board. Each such committee shall consist of a chairman and two or more members selected from among the voters of the District and shall also include a member of the Board. Except as provided below, the responsibilities of such committees shall be as designated by the Board.

B. The recreation committee shall advise the Board on all matters pertaining to the recreational program and activities of the District and shall perform such other functions as the Board, in its discretion, may determine.

C. The maintenance committee shall advise the Board of all matters pertaining to the maintenance, repair, or improvement of the properties owned, leased, or otherwise utilized by the District subject to any deed, lease, license, easement or similar instrument or arrangement, and shall perform such other functions as the Board, in its discretion, may determine.

D. The communications committee shall inform the voters of all activities and functions of the District and shall, after consulting with the Board, make such public releases and announcements as are in the best interests of the District, including, if so authorized by the Board, the publication of a newsletter.

E. The audit committee shall assist the Treasurer in preparing the annual budget and in such other responsibilities as the Board may designate.

F. The regulations committee shall advise the Board of all matters pertaining to the administrative regulations, ordinances, and legal affairs of the district, and shall perform such other functions as the Board, in its discretion, may determine.

ARTICLE V
BUDGET AND TAXES

Section 5.1 Preparation by Treasurer

A. When the preparation and review of the grand list of the City of Torrington has been completed in each year, the Treasurer shall commence forthwith to prepare a proposed annual budget for the District for the fiscal year beginning the following July 1. The Treasurer shall submit the proposed annual budget to the Board between the fifteenth (15th) and the thirtieth (30th) day of April in each year. (Ref: Conn. Gen. Stat. S7-327(b) & (c).)

B. Motor vehicles shall be exempt from any tax levied by the District on the assessed value of personal property. (Ref: Publ. Act No. 79-542.)

Section 5.2 Review by Board

Upon receiving the proposed annual budget from the Treasurer, the Board shall review such budget and transmit the same to the voters of the District with comments and recommendations. (Ref: Conn. Gen. Stat. S7-327(b).)

Section 5.3 District Budget Meeting

Section 5.3. The voters shall meet each year on or before the last weekend of May to adopt the annual budget, lay the tax and fix the tax rate. (Ref: Conn. Gen. Stat. S7-327(c).) Copies of the proposed budget and the comments and recommendations of the Board shall be made available to the voters no less than five (5) days before the date of the annual or special meeting at which the budget is to be considered. (Amendment passed April 3, 1982 and recorded June 29, 1982 in Volume 350 at Page 1161.)

Section 5.4 Levy of Tax

The annual budget shall become official when approved by the voters of the District. When the District meeting has fixed a tax rate, the Clerk shall prepare a rate bill, apportioning to each owner of property in the District his proportionate share of the taxes, a copy of which rate bill: when prepared, shall be delivered to the Treasurer. (Ref: Conn. Gen. Stat. S7-328.) The tax levied by the District shall be sufficient in addition to other estimated yearly income of the District to pay the expenses and appropriations of the District for the current year, and also to absorb any revenue deficit of the District at the end of the preceding fiscal year.

Section 5.5 Payment of Tax

Taxes of the District shall be payable in four (4) equal quarterly installments, due on the first day of July, October, January and April in each year. (Ref: Conn. Gen. Stat. S12-142.) The amount of any installment remaining unpaid on the first day of the month next succeeding the month in which such installment became due shall thereupon become delinquent and shall be subject to interest from the due date at the rate of twelve percent (12%) per annum. (Ref: Conn. Gen. Stat. s12-146.)
(Amended to 10%)

Section 5.6 Special District Meeting

In the event that the needs of the District in any year exceed the amount included in the annual budget, the Board may call a special budget meeting of the voters of the District for the purpose of approving an emergency appropriation. Notice of any such special budget meeting shall be given in accordance with the provisions of Section 3.2C hereof. In the event that the needs of the District in any year exceed the amount allocated in the annual budget by an amount in excess of \$5,000, the vote to approve any non-emergency appropriation may only be made at the special meetings to be held on the first weekend of January, April and September of each year and the last weekend of May of each year. (Amendment passed April 3, 1980 and recorded June 29, 1982 in Volume 350 at Page 1161.)

ARTICLE VI

ORDINANCES

Section 6.1 Adoption of Ordinances

The District may adopt ordinances, with penalties to secure their enforcement, for the purpose of regulating the carrying out of its purposes as defined in Section 2.1 hereof. (Ref: Conn. Gen. Stat. S7-328.) Except as otherwise herein provided the District meeting shall have the sole power to enact ordinances, provided, however, that the enactment or amendment of ordinances may only be done at the special meetings to be held on the first weekend of January, April and September of each year and the last weekend of May of each year (Amendment passed April 3, 1982 and recorded June 29, 1982 in Volume 350 at Page 1161.)

Section 6.2 Presentation to District; Administrative
Regulations by Board

A. All proposed ordinances presented to the District meeting shall be presented by the Board. With each such presentation the Board shall include its recommendations regarding the proposed ordinance.

B. Article 6.1 hereof notwithstanding, the Board may enact administrative regulations pursuant to Article VIII hereof, or any subsequent enabling ordinance, upon the affirmative vote of a majority of its members. Such administrative regulations shall be for the purposes enumerated in and subject to the restrictions of Article VIII and any subsequent enabling ordinance. No such administrative regulation may enlarge or diminish the powers granted to the Board. The voters of the District may vote to rescind any such administrative regulation at any annual or special meeting.

Section 6.3. Public Hearing

Before any ordinance is adopted pursuant to Section 6.2.A or 6.2.B hereof, a full opportunity shall be provided for a public hearing, duly noticed, at which the voters may discuss the proposal with the Board and present their views thereon.

ARTICLE VII
BORROWING

Section 7.1. Bonds, Notes, Certificates of Indebtedness

Subject to the provisions of the General Statutes, the District may issue notes, bonds or certificates of indebtedness and the Board may pledge the credit of the District for any money borrowed for the construction of any public works which the District is authorized by law to undertake, or for any other purpose permitted by law. (Ref: Conn. Gen. Stat. S7-328.)

Section 7.2. Approval of Borrowing

Issuance of bonds or other obligations shall require approval of the District meeting. (Ref: Conn. Gen. Stat. S7-328.) A draft of the resolution for any proposed borrowing shall be included in the notice of the annual or special meeting at which such borrowing is to be considered. Such resolution shall specify the denominations, maturity dates and other details of the proposed bonds or other obligations.

Section 7.3. Custody of Funds: Records of Borrowing

All moneys received by the Board on behalf of the District from the sale of any bonds or other obligations shall be paid to the Treasurer. The Board shall keep a record of all notes, bonds and certificates of indebtedness issued, disposed of, and pledged by the District. (Ref: Conn. Gen. Stat. S7-328.)

ARTICLE VIII
ADMINISTRATIVE REGULATIONS, RESOLUTIONS
AND ENFORCEMENT PROCEDURES

Section 8.1 Administrative Regulations

The Board may adopt administrative regulations pursuant to Section 6.2.B, following public hearing as provided under Section 6.3, for the following purposes:

A. To prevent nuisances in the recreational property of the District, or any use or practice which is a source of annoyance to residents or which interferes with their peaceful possession and proper use by the residents, guests and invitees of Lakeridge.

B. To prohibit immoral, improper, offensive or unlawful use to be made of the recreational property of the District, and to enforce all valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereover.

C. To limit the use of the recreational facilities and property of the District to Owners, residents and voters of the District, their tenants, guests, invitees, and other members of Lakeridge Association, Inc.

D. To regulate the construction and maintenance of roads, sidewalks, crosswalks, drains, and sewers, including the establishment of speed limits and other use restrictions.

E. To adopt such fines and penalties as may be established by resolution of the Board, not to exceed \$100 per day per violation plus actual damages and costs of collection, for violation of the ordinances and regulations of the District.

F. To schedule and establish charges for reasonable fees and other use charges for use of the recreational facilities which places additional burdens on the facilities or staff beyond that necessary for normal day to day activities or which offer a unique facility limited to fewer than all voters, residents and guests of the District.

G. To prevent increases in hazard, or diminution of safety, of the property and facilities of the District, and by reference to adopt the regulations of the New England Fire Underwriting Bureau for such purposes.

H. To provide for licenses, concessions, permits, identification systems and administrative procedures to restrict access to, and use of, the property of the District to voters, residents, owners and their guests, members of family invitees, employees of the District or its contractors, suppliers or their employees or invitees, for purposes of security, prevention of vandalism and overcrowding, operations by concessionaires, control of persons using facilities, including age and skill and other classifications related to ability, safety, health and training for such purposes and need for such use and to issue guest passes for the limited use of recreational facilities.

Section 8.2. Administrative Resolutions

The Board may by resolution, and without public hearing, undertake such actions, resolutions, investigations, execution of documents, delegation of powers to officers therefore, as may be reasonably necessary to effectuate the purposes of this ordinance including:

A. Provide for internal administration, employment, and dismissal of personnel, contracting, accounting, handling of funds, obtaining and disposing of services and property of the District, entering into contracts with management and other service contractors for fulfilling the purposes of the District, and delegating thereto such administrative powers to fulfill their duties as required by such contract. No disposition of property may be in violation of any covenants contained in conveyance of property to the District, not in violation of property rights established by the Declaration of Covenants and Restrictions, Lakeridge, which apply to such property. Agents and employees of the District may be appointed and removed, their compensation established and such fidelity and security bonds may be required as the Board deems prudent. Members of the Board may be employed in any capacity whatsoever.

B. Acquire, lease, sublease, build, operate and maintain the roads, utilities, recreation parks, playgrounds, swimming pools, ski slopes, trails, parking lots, open space, commons, streets, footways, including building structures, personal property incident thereto with respect to the real property of the District within budgets established therefore by ordinance.

C. Open bank accounts in the name of the District and designate signatories required therefore.

D. Obtain and maintain insurance on any property which the District is authorized to utilize for district purposes pursuant to a lease or conveyance.

E. Establish Trustees for the accumulation of capital reserves for the benefit of the contributors thereto.

F. Establish enforcement, collection, hearing, meeting conduct, and other procedures required for the administration of its duties.

G. Do all things reasonably necessary to effectuate the above purposes and as permitted by law or the enabling or other ordinances of the District.

Section 8.3. Enforcement Procedures

Following notice to the effected party; and opportunity to be heard by either designated officers, employee, committee of the Board with appeal to the Board, or by the Board itself, pursuant to procedures established by resolution of the Board for fundamental fairness to the effected party, the Board may undertake the following actions in enforcing the administrative regulations adopted under Section 8.1., and the general ordinances of the District:

A. Suspend the right to use recreational facilities of the District not necessary for access to a highway for such period as violation of the ordinances and regulations adopted thereunder exist, and for an additional period up to 30 days.

B. Levy such fines and penalties as may be established by resolution pursuant to Section 8.1.0.

C. Commence actions to enjoin, abate, or collect damages for, such violation, or damage as may be incurred by any person within the jurisdiction of the District.

Section 8.4. Records of Regulations, Resolutions and Actions Taken Under This Section

The District shall publish all regulations and amendments therefore passed under Section 8.1, and shall distribute copies thereof to all voters of the District, in a form that can be supplemented by additional regulations as passed and distributed, and maintained in a unified manner. No regulation shall be effective until fifteen days after distribution or mailing to such voters and electors.

Periodically but at least bi-annually the regulations of the District shall be compiled and re-issued as a single code.

The Code of Regulations shall have a Table of Contents by subject matter.

The District shall maintain in chronological order, a book of resolutions passed pursuant to Section 8.2, and which shall be kept at the regular business office of the District or such meeting rooms as may be established for District or Board meetings.

The book of resolutions shall have an index by subject matter.

The District shall maintain, in chronological order, a record of enforcement proceedings pursuant to Section 8.3, which shall be kept in the regular business office of the District, and which shall be indexed by subject matter and name of effected party.

Section 8.5 Amendment of this Article

This Article VIII may be amended by ordinance of the District by a meeting upon the affirmative vote of a majority of the voters present and voting on the question.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1. Authority for Contract Expenditures

No contract or obligation which involves an expenditure in the amount of five hundred dollars (\$500) or more in any one year shall be made by the

Board unless the same is specially authorized by a vote of the District or is an item or part of an item in the annual District budget or in any emergency appropriation authorized pursuant to Section 5.6 hereof.

Section 9.2 District Sign Post

Any notices or announcements required to be posted in some prominent place within the District shall be posted on the bulletin board in the Lakeridge Post Office.

Section 9.3 Amendment

This Ordinance may be amended, as provided in Section 3.2.E hereof, upon the presentation of a proposed amendment of the District meeting by the Board. The language of any such proposed amendment shall be included in the notice of the annual or special meeting at which the proposed amendment is to be considered.

Section 9.4 Fiscal Year

The fiscal year of the District shall begin on July 1 in each year and end on the following June 30.

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Lakeridge Tax District
Torrington, Connecticut
Notice of Name
and Description

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

Pursuant to Section 7-325 of the Connecticut General Statutes, notice is hereby given that:

On Saturday, May 3, 1980, a meeting of the voters of a proposed District to be formed under Chapter 105 of the Connecticut General Statutes, was held at the East Lodge, Lakeridge, Torrington, Connecticut, -at which a quorum was present.

At such meeting, the voters assembled, approved the petition for formation of the district, agreed to name the district.

“LAKERIDGE TAX DISTRICT”

and chose the necessary officers therefore to hold office until the first annual meeting thereof.

The description of the territorial limits of the district is hereby attached.

Certified.

Margaret Martin, Clerk

LAKERIDGE TAX DISTRICT

First Piece:

All that certain piece or parcel of land, located in the Town of Torrington, County of Litchfield and State of Connecticut on Burr Mountain Road and described as follows:

Beginning at a point which is an iron pipe in the town line between the towns of Torrington and Winchester at the southwesterly corner of land now or formerly of George L. & Jan P. Giguere; thence S 75° 33' 08" E, 980.27 feet to a point; thence N 14° 26' 52" E, 242 feet to a point; thence running northerly on a curve to the left, having a radius of 25 feet, 39.27 feet to the southerly side of Burr Mountain Road, the last three courses being along land now or formerly of George L. Giguere and Jan P. Giguere; thence S 75° 33' 08" E, along the southerly side of Burr Mountain Road, 279.18 feet to a point; thence S 47° 18' 08" E, along the southerly side of Burr Mountain Road 616.29 feet to a point; thence S 42° 41' 52" W, 267 feet to a point; thence S 47° 18' 08" E, 329.15 feet to a point; thence N 36° 27' 52" E, 243.60 feet to a point; thence running northerly on a curve to the left having a radius of 27.88 feet, 40.76 feet to the southerly side of Burr Mountain Road; the last four courses being along land now or formerly of Jon F. & Elaine Warzocha; thence S 47° 18' 08" E, 59.20 feet to a point; thence S 53° 32' 08" E, 316 feet to a point ; the last two courses being along the southerly side of Burr Mountain Road; thence S 34° 50' 03" W, 300 feet; thence S 55° 34' 27" E, 71.16 feet to a point; thence S 54° 04' 54" E, 148.56 feet to a point; the last three courses being along land now or formerly of Joseph J. and Jeannie E. Dowski; thence S 35° 54' 34" W, 334.40 feet to a point; thence S 54° 26' 26" E, 301.72 feet to a point; the last two courses being along land now or formerly of Francis G. Kazakwich; thence S 54° 25' 28" E, along land now or formerly of John Hucknall, 154.31 feet to a point; thence S 18° 57' 27" W, 310.10 feet to a point; thence N 81° 57' 51" W, 608.52 feet to a point; thence S 34° 32' 06" W, 918.99 feet to a point; thence N 83° 13' 13" W, 176.90 feet to a point; thence N 80° 16' 02" W, 1882.93 feet to an iron pin; thence running N 73° 53' 29" W, a distance of 741.38 feet to an iron pin; thence running S 76° 08' 39" W, a distance of 362.59 feet to a point; thence running S 64° 15' 29" W a distance of 276.92 feet to an iron pipe marked CSF 66; thence running S 12° 37' 55" E, a distance of 265.55 feet to an iron pipe marked CSF 61; thence running S 23° 32' 15" W, a distance of 448.37 feet to an iron pipe

marked CSF 60; the last ten courses being along land now or formerly of the State of Connecticut; thence running N 72° 19' 29" W, a distance of 403.49 feet along the northerly line of land now or formerly of Clinton and Mylrea K. McCarty to a point; thence running along a fence N 72° 48' 53" W, a distance of 463.24 feet to an iron pin set at a fence corner marking the northwesterly corner of land of said McCarty; thence running S 11° 55' 08" W, a distance of 92.50 feet along a fence to an iron pin marking the northeasterly corner of land now or formerly of Richard F. Bottass et al; thence running N 72° 44' 28" W along a stone wall a distance of 326.90 feet to a drill hole set in said stone wall; thence again N 68° 42' 15" W, a distance of 101.01 feet to a drill hole set in said stone wall; thence again N 72° 04' 04" W, a distance of 327.23 feet to a drill hole set in the corner of said stone wall on the easterly street-line of Saw Mill Hill Road, marking the northwesterly corner of said Bottass and being the southwestery corner of the parcel herein described; thence running N 17° 54' 41" E, along the easterly street line of said Saw Mill Hill Road, a distance of 501.30 feet to an iron pin set in said stone wall which point marks the northwesterly corner of the parcel herein described and the southwestery corner of land now or formerly of Marie J. Thompson; thence running S 72° 11' 44" E, along the southerly line of said Thompson a distance of 230.07 feet to an iron pin set in the ground at the southeasterly corner of said Thompson; thence running N 17° 15' 15" E, a distance of 219.90 feet to a iron pin set in the ground at the northeasterly corner of land of said Thompson and at the southerly line of land now or formerly of Walter C. Benedict; thence running S 72° 11' 44" E, a distance of 165.00 feet to an iron pipe set in the ground at the southeasterly corner of land of said Benedict; thence running N 16° 53' 13" E, a distance of 399.71 feet to an iron pipe set in the ground at the northeasterly corner of land of said Benedict and on the southerly line of land now or formerly of John J. Houlihan; thence running S 71° 16' 21" E, a distance of 221.99 feet to an iron pipe; thence again along the southerly line of said Houlihan S 70° 40' 54" E, a distance of 906.34 feet to an iron pipe marked CSF 67 marking the northwesterly corner of land formerly of the State of Connecticut; thence running S 72° 45' 04" E, a distance of 208.75 feet along the southerly line of said Houlihan to an iron pipe marked CSF 68 marking the southeast corner of said Houlihan property; thence running N 19° 30' 33" E, a distance of 45.94 feet along the easterly line of said Houlihan to an iron pipe marked CSF 69 formerly marking lands of the State of Connecticut; thence running N 8° 15' 28" E, a distance of 273.44 feet along the easterly line of land now or formerly of John J. Houlihan to a point; thence running N 8° 59' 15" E, a distance of 581.86

feet along the easterly line of said Houlihan to a point; thence running N 8° 51' 45" E, a distance of 984.06 feet to a point in the Winchester – Torrington town line; thence running N 79° 02' 27" E, a distance of 897.08 feet to a point; thence running N 78° 50' 01" E, a distance of 716.21 feet to the point or place of beginning; the last two bounds being along the Winchester – Torrington town line.

Second Piece:

All that certain piece or parcel of land, located in the Town of Torrington, County of Litchfield, State of Connecticut on Burr Mountain Road and described as follows:

Being shown as Lot Nos. 18 and 19 on a map entitled, "Sheet No. 1 LAKERIDGE A development by George L. Giguere & Frank Danelli, Torrington, Connecticut Scale 1 inch = 40 feet, June 1966 G.A. Hanson Land Surveyor Torrington Conn." Revised May 1968 and October 1, 1974.

Received May 20, 1980 at
1:10 P.M., recorded by
Dorothy Mannicis
Asst. Town Clerk

ARTICLE IV

Section 4.1. Board of Directors: The Board shall consist of eight (8) members: the President; the Vice President; the Clerk and five (5) Directors. The maximum number of members of the Board who may be members of the same political party shall be five (5.) (Ref: Conn. Gen. Stat. 7-327(a), 9-167a.)

Amend: Section 4.1 Delete eight (8) and replace with nine (9.) Insert semi colon after clerk – insert Treasurer.

Amended Section 4.1 would read:

Section 4.1 Board of Directors: The Board shall consist of nine (9) members: the President; the Vice President; the Clerk; the Treasurer and five (5) Directors. The maximum number of members of the Board who may be members of the same political party shall be five (5.) (Ref: Conn. Gen. Stat. 7-327(a), 9-167a.)

Lakeridge Tax District, Amendments, p 2.

Section 4.4 Election of Officers and Directors: The Officers and Directors shall be elected each year at a special meeting of the District to be held in the month of (January) and shall serve for a term of one year or until their successors are elected, whichever is later.

Amend: Section 4.4 Delete (January) replace with April.

Amended Section 4.4 would read:

Section 4.4 Election of Officers and Directors: The Officers and Directors shall be elected each year at a special meeting of the District to be held in the month of April and shall serve for a term of one year or until their successors are elected, whichever is later.

LAKERIDGE TAX DISTRICT

I. Section 3.2B: Special meetings of the District may be called as necessary from time to time by the President, or by any three of the Directors, to transact such business as may be duly designated in the notice of the meeting (Ref: Conn. Gen. Stat. S7-327(a).) Special meetings shall be held on the first weekend of January, April and September of each year and the last weekend of May of each year.

II. Section 3.2C: At least thirty days before each annual or special meeting of the District a notice signed by the President or by any three of the Directors shall be posted at the location within the District designated for such purpose in Section 9.2 thereof, and a copy of such notice shall be mailed first class postage prepaid to all voters of record. Such notice shall state the date, time and place within the District of the meeting and the business to be transacted. (Ref: Conn. Gen. Stat. S7-327(a).) The notice may also include the Board of Directors reasons for recommending approval or disapproval with respect to the business to be transacted.

III. Section 3.2F: At least 15 days prior to the special meetings to be held on the first weekend of January, April and September of each year and the last weekend of May of each year, any voter may comment in writing on said expenditure or change in the governing provisions or Rules and Regulations of the Tax District by forwarding to the Board of Directors on a sheet of 8 ½ by 11 paper written comments. The voter must sign his or her name to these comments. These comments will be distributed to all voters at least 10 days prior to the scheduled meeting.

IV. Section 5.3: The voters shall meet each year on or before the last weekend of May to adopt the annual budget, lay the tax and fix the tax rate. (Ref: Conn. Gen. Stat. S7-327(c).) Copies of the proposed budget and the comments and recommendations of the Board shall be made available to the voters no less than five (5) days before the date of the annual or special meeting at which the budget is to be considered.

V. Section 5.6: In the event that the needs of the District in any year exceed the amount included in the annual budget, the Board may call a special budget meeting of the voters of the District for the purpose of approving an emergency appropriation. Notice of any such special budget meeting shall be given in accordance with the provisions of Section 3.2C hereof. In the event that the needs of the District in any year exceed the amount allocated in the annual budget by an amount in excess of \$5,000, the vote to approve any non-emergency appropriation may only be made at the special meetings to be held on the first weekend of January, April and September of each year and the last weekend of May of each year.

VI. Section 6.1: The District may adopt ordinances, with penalties to secure their enforcement, for the purpose of regulating the carrying out of its purposes as defined in Section 2.1 hereof. (Ref: Conn. Gen. Stat. S7-328.) Except as otherwise herein provided the District meeting shall have the sole power to enact ordinances. Provided, however, that the enactment or amendment of ordinances may only be done at the special meetings to be held on the first weekend of January, April and September of each year and the last weekend of May of each year.