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**MASTER DECLARATION**

**STERLING WOODS  
A PLANNED COMMUNITY**  
Nabby Road  
Danbury, Connecticut 06810

Offered by:

**SILVERSMITH HEIGHTS LLC**

157 Old Ridgefield Road

Wilton, CT 06897

**DECLARANT**

March, 1997

MASTER DECLARATION  
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LIST OF EXHIBITS

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- Exhibit 1 Initial Property Description of Sterling Woods
- Exhibit 2 Allocated Interests Table and Units
- Exhibit 3 Master Survey
- Exhibit 4 Plans
- Exhibit 5 Identity of Village Associations and Units
- Exhibit 6 Limited Common Elements Table
- Exhibit 7 Schematic Map of Sterling Woods and all Additional Land
- Exhibit 8 Outline of Master Association Budget Categories
- Exhibit 9 Liens and Encumbrances
- Exhibit 10 Completion Certificate by Architect, Surveyor or Engineer



SILVERSMITH HEIGHTS, LLC, a Connecticut limited liability company having an office in Wilton, Connecticut, submits the real property in the City of Danbury, Connecticut described in Exhibit 1 to the provisions of the Connecticut Common Interest Ownership Act for the purpose of creating Sterling Woods, a Planned Community.

**ARTICLE 1**  
**Definitions**

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

**Section 1.1 - Act.** The Common Interest Ownership Act, Section 47-200 et. seq., Chapter 828 of the Connecticut General Statutes, as the Act may be amended from time to time.

**Section 1.2 - Additional Land.** There are several parcels of Additional Land at Sterling Woods. Each parcel is shown on the Schematic Map, which is Exhibit 7. The Declarant's Development Rights with respect to the Additional Land, and the restrictions on the exercise of those Rights, are described in Article 8.

**Section 1.3 - Allocated Interests.** The Allocated Interests in the Master Community allocated to each Unit in all of the Villages which may be created are the shares of the Master Association Common Expense Liability and the Master Association votes allocated to each Unit. These interests are described in Article 9 of this Declaration and are shown on Exhibit 2.

Within each Village and with respect to the activities of that Village only, the "Allocated Interests" of each Unit are its undivided interests in the Village Common Elements, if any, the shares of the Village Common Expense Liability, and the votes in the Village Association allocated to that Unit. Those Allocated Interests are described in each Village Declaration.

**Section 1.4 - Commercial Unit.** Any Unit designated as a Commercial Unit on the Master Survey, or the Plans. The boundaries of a Commercial Unit may be either its walls, floors and ceilings, or its lot lines, without upper boundaries. A Commercial Unit is restricted to non-residential uses, but may be used for any non-residential purpose which is permitted under the Danbury Zoning Regulations, as those regulations may be amended from time to time, including, without limitation, any cellular or microwave transmitting towers permitted by public authorities. The use restrictions contained in other provisions of this Master Declaration, and in any Village Declaration, shall not apply to any Commercial Unit.

**Section 1.5 - Declarant.** Silversmith Heights, LLC, and its successors and assigns, as defined in C.G.S. Section 47-202(12).

**Section 1.6 - Development Rights.** The rights reserved by the Declarant under Article 8 of this Master Declaration to create Units, Master Common Elements, Village Common Elements, and Limited Common Elements within the Master Community and within each

Village, to add Additional Land to the Master Community or any Village, and to withdraw land from the Master Community or any Village.

**Section 1.7 - Director.** A member of the Master Board or a Village Board, as appropriate.

**Section 1.8 - Eligible Insurer.** An insurer or guarantor of a first mortgage on a Unit which has notified the Master Association in writing of its name and address and that it has insured or guaranteed a first mortgage on a Unit. That notice shall be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article 18.

**Section 1.9 - Eligible Mortgagee.** The holder of a first mortgage on a Unit which has notified the Master Association, in writing, of its name and address, and that it holds a first mortgage on a Unit. That notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article 18.

**Section 1.10 - Executive Board.** The board of directors of any Village Association (known as a "Village Board") or the Master Association (known as the "Master Board").

**Section 1.11 - Garage Unit.** Any Unit designated as a Garage Unit on the Plans or on either the Master Survey or a Village Survey.

**Section 1.12 - Improvements.** Any construction or facilities existing or to be constructed at Sterling Woods including but not limited to, buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes and light poles.

**Section 1.13 - Limited Common Elements.** A portion of the Common Elements allocated by the Master Declaration, by any Village Declaration, or by the operation of subsection (2) or (4) of C.G.S. Section 47-221 for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in the Master Community are described in Article 7 of this Declaration.

**Section 1.14 - Master Association.** The Sterling Woods Master Association, Inc. is a non-stock corporation under Connecticut law. The Master Association is organized under C.G.S. Section 47-239 to exercise the powers granted to it by this Master Declaration on behalf of all the Villages at Sterling Woods and on behalf of the Unit Owners of those Villages.

**Section 1.15 - Master Board.** The Executive Board of the Master Association.

**Section 1.16 - Master Bylaws.** The Bylaws of the Master Association as they may be amended from time to time.

**Section 1.17 - Master Common Elements.** All portions of the Master Community other than the Units and the Village Common Elements. Title to all Master Common Elements in Sterling Woods, including all the Common Elements in all of the Villages except any Village

Common Elements, is vested in the Master Association. Maintenance responsibility for Master Common Elements is governed by Article 6.

**Section 1.18 - Master Common Expenses.** The expenses for the operation of the Master Community as set forth in Sections 9.2 and 19.1 of the Master Declaration.

**Section 1.19 - Master Community.** Sterling Woods, this development, including all of its Units and all Master or Village Common Elements. All of the Master Community and all portions of the Additional Land, if and when added, is subject to the Master Declaration. The Master Community is a common interest community under the Act.

**Section 1.20 - Master Declaration.** This document; the Declaration for the entire Master Community of Sterling Woods, as it may be amended from time to time.

**Section 1.21 - Master Directors.** Each Director of the Master Board.

**Section 1.22 - Master Documents.** The Master Documents are the Master Declaration, the Master Survey, the Plans, the Master Bylaws and the Master Rules. Any exhibit, schedule, or certification accompanying a Master Document is a part of that Document.

**Section 1.23 - Master Rules.** The Master Rules and regulations for the use of Units, the Master Common Elements and the Village Common Elements and for the conduct of persons within the Master Community and each Village, adopted by the Master Board pursuant to this Master Declaration.

**Section 1.24 - Master Survey.** The Survey filed as Exhibit 3 with this Master Declaration, as it may be amended from time to time.

**Section 1.25 - Notice and Comment.** The right of a Unit Owner to receive notice of an action proposed to be taken by, or on behalf of, either a Village Association or the Master Association and the right to comment on that proposal. The procedures for Notice and Comment are set forth in Section 24.1 of this Master Declaration, and apply to the Master Association and all Village Associations.

**Section 1.26 - Notice and Hearing.** The right of a Unit Owner to receive notice of an action proposed to be taken by, or on behalf of, either a Village Association or the Master Association and the right to be heard regarding that proposed action. The procedures for Notice and Hearing are set forth in Section 24.2 of this Master Declaration, and apply to the Master Association and all Village Associations.

**Section 1.27 - Person.** An individual, corporation, business trust, estate, trust, partnership, association, joint venture, limited liability company, government, governmental subdivision or agency, or other legal or commercial entity.

**Section 1.28 - Plans.** The plans filed as exhibits with each Village Declaration. The Plans are cumulatively identified as Exhibit 4 to this Master Declaration, and are incorporated into this Master Declaration by reference to the appropriate Plans filed with each Village Declaration.

**Section 1.29 - Property.** The land in the Master Community and each Village, together with all Improvements, easements, rights and appurtenances to that land, which have been submitted to the provisions of the Act by this Master Declaration.

**Section 1.30 - Residential Unit.** A Unit which may be occupied for residential use. Residential Units are restricted to single family residential use unless the Master Declaration provides that particular multi-family Residential Units may be created as shown on the Plans. For example, a single building, which may contain several residential dwellings, could be designated by the Master Declaration either as a single Residential Unit or as multiple Residential Units.

**Section 1.31 - Sterling Woods.** The Planned Community created by recording this Master Declaration.

**Section 1.32 - Unit.** A physical portion of the Master Community designated for separate ownership or occupancy. The boundaries of the Units are described in Section 4.3 of the Declaration of the Village Association to which that Unit belongs, as amplified by provisions of this Master Declaration. There may be three (3) kinds of Units: (i) Commercial Units; (ii) Garage Units; or (iii) Residential Units.

**Section 1.33 - Unit Owner.** The Declarant or other person who owns a Unit. "Unit Owner" does not include a person holding an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by any Declaration.

**Section 1.34 - Village.** Each condominium or planned community which is part of the Master Community by virtue of its Village Declaration. All the Villages which have been created at Sterling Woods are listed on Exhibit 5.

**Section 1.35 - Village Association.** The individual Associations for each Village at Sterling Woods. Each Association is a non-stock corporation organized under the laws of the State of Connecticut in existence on the day that Association is created, whether that law is Chapter 600 of the General Statutes or its successor statute, adopted as Public Act 96-256. Each Village Association is the Association of Unit Owners for the Units subject to the Declaration creating that Village pursuant to C.G.S. Section 47-243. All Village Associations are subject to the Master Association, and title to all common elements, except for Village Common Elements, is vested in the Master Association.

**Section 1.36 - Village Board.** The Executive Board of a Village Association.

**Section 1.37 - Village Bylaws.** The Bylaws of each of the Village Associations.

**Section 1.38 - Village Common Elements.** Within any Village, if any part of a building containing Units is not located within the boundaries of a Unit, that part is a Village Common Element. Village Common Elements are owned, on an undivided interest basis, by the Unit Owners in that Village. Maintenance responsibility for all Common Elements is governed by Article 6.

**Section 1.39 - Village Common Expenses.** The expenses for the operation of any Village, other than the Master Common Expenses, as set forth in Sections 9.2 and 19.1 of the Master Declaration.

**Section 1.40 - Village Declaration.** The document creating each Village which is part of Sterling Woods, including any amendments.

**Section 1.41 - Village Documents.** The Village Documents for any Village are the Village Declaration, Village Survey, the Plans, the Village Bylaws and the Village Rules, together with the Master Documents. Any exhibit, schedule, or certification accompanying a Village Document is a part of that Document.

**Section 1.42 - Village Rules.** Any Rules, adopted by a Village Board pursuant to its Village Declaration, which regulate the use of Units and Common Elements and the conduct of persons within each Village.

**Section 1.43 - Village Survey.** The Survey filed with each Village Declaration, as it may be amended from time to time.

## ARTICLE 2

### Name and Type of Common Interest Community and Association

**Section 2.1 - Common Interest Community.** The name of the Master Community is Sterling Woods. Sterling Woods is a Planned Community. Each Village which is a part of Sterling Woods, and which is subject to this Master Declaration, is or will be organized either as a condominium or as a planned community, in order to provide for a separate limited governance role for each Village, as described in each Village Declaration.

**Section 2.2 - Master Association.** The name of the Master Association is the Sterling Woods Master Association, Inc. Each Village Association which is part of Sterling Woods has a separate name, as identified on Exhibit 5.

## ARTICLE 3

### Description of Land

Sterling Woods is situated in the City of Danbury, Connecticut and is located on the land described in Exhibit 1.

ARTICLE 4

Maximum Number of Units, Identification and Boundaries

Section 4.1 - Number of Units. The Master Community presently contains the number of Units shown on Exhibit 5. All those Units are located in the Villages shown on that Exhibit. The Declarant may create up to a total of seven hundred (700) Units at Sterling Woods, including the existing Units shown on Exhibit 5.

Section 4.2 - Identification of Units. The Units are identified by number and are shown on the Master Survey and on the Village Survey for each existing Village, or on the Plans.

Section 4.3 - Boundaries.

Section 4.3.1. General. The boundaries of each Unit created by each Village Declaration are located as shown on the Village Survey or on the Plans. All Village Surveys and Plans are incorporated by reference into this Master Declaration. There are two (2) types of boundary definitions for the Units at Sterling Woods, as described in Sections 4.3.2 and 4.3.3 below. The particular boundaries for Units in each Village are as described in each Village Declaration.

Section 4.3.2. Interior Surface Boundaries. When the boundaries of a Unit are described as the Unit's "walls, floors and ceilings", that description means the following:

(a) Upper Boundary: The horizontal or sloping plane of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams, and rafters and of closed fireplace dampers, extended to an intersection with the vertical perimeter boundaries.

(b) Lower Boundary: The horizontal planes of the undecorated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries and above horizontal unfinished upper surfaces of trim, sills, and other structural components.

(c) Vertical Perimeter Boundaries: The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished interior surfaces of the interior door and window trim, fireplaces and thresholds along perimeter walls and floors; the unfinished outer surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Units.

(d) Inclusions: Each Unit includes the spaces and Improvements lying within the boundaries described in Subsection (a), (b) and (c) above. The Unit also includes any Improvements located in spaces lying outside these boundaries, such as heating, water heating and air conditioning apparatus, smoke detector systems and all electrical switches, wiring, pipes inward from any shut off valves which exclusively serve each Unit. The Unit also includes the

spaces in which those Improvements are located, unless those spaces are designated as the Unit's Limited Common Elements, whether or not those spaces are contiguous.

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

(f) Non-Contiguous Portions: Certain Units may include special portions, pieces or equipment, such as air conditioning compressors and storage spaces, which are situated in buildings, basements or structures that are detached or semi detached from the buildings containing the principal occupied part of the Units, as shown on the Plans.

(g) Inconsistency with Plans: If this definition is inconsistent with the Plans, then this definition will control.

Section 4.3.3, - Lot Lines as Boundaries. When the Unit's boundaries are described as lot lines, that description means the following:

(a) Upper Boundary: The Upper Boundary of each such Unit is a horizontal plane located one hundred (100) feet above the Lower Boundary, extended in all directions to an intersection with the Perimeter Boundaries of the Unit.

(b) Lower Boundary: The Lower Boundary of each such Unit is the existing ground surface of the land wherever located within the Perimeter Boundaries of the Unit.

(c) Perimeter Boundaries: The Perimeter Boundaries of each such Unit are extended planes running between the Lower Boundary and the Upper Boundary of each Unit in the locations shown on the Survey. The planes of the Perimeter Boundaries intersect the Lower Boundary at an angle which would cause those planes, if infinitely extended below the Lower Boundary, to intersect the center of the earth.

(d) Inclusions: Each such Unit comprises a volume of air space which does not in any instance subdivide the land. Each such Unit includes all plants, structures and other Improvements located within that airspace, such as single family homes, garages, trees, and any other Improvements. To the extent any portion of an Improvement extends below the lower boundary, including but not limited to any part of a foundation, conduit, cable or pipe, that portion of the Improvement designed to serve only that Unit is a Limited Common Element allocated exclusively to the Unit located above that Improvement.

ARTICLE 5  
[RESERVED]

ARTICLE 6  
Maintenance, Repair and Replacement

**Section 6.1 - General.** The Master Association has all the powers and duties which the Act allows to or imposes on a Unit Owners Association. With respect to the Master Association's maintenance, repair and replacement duties at Sterling Woods, these duties include, without limitation, the duties to:

(a) maintain, repair and replace all the Common Elements at Sterling Woods which are not located within the boundaries of any Village, including but not limited to roads, utilities, lawn areas, recreation facilities, and other structures;

(b) maintain, repair and replace all the Master Common Elements at Sterling Woods, including the Limited Common Elements (except as otherwise provided in this Declaration) which are located within the Perimeter Boundaries of any Village, and the Village Common Elements;

(c) with respect to any Unit in any Village whose boundaries are its lot lines as described in Section 4.3.3, maintain, repair and replace: (a) the grounds of that Unit; and (b) the exterior surfaces and structural components of each single family dwelling and garage structure located within the boundaries of that Unit, so long as that dwelling or garage was initially constructed by the Declarant.

For purposes of this subsection 6.1(c), "maintain, repair and replace the grounds of a Unit" means only grass cutting, trimming and fertilizing of the yards, edging of paved areas, and removal of snow from driveways, parking areas and walkways (but not from steps, stoops, porches or decks).

Without limitation, the term expressly does not include installing, fertilizing or maintaining: (1) any vegetable or flower gardens; (2) any ornamental or foundation trees or shrubs; or (3) any plantings which are installed by Unit Owners.

Further, the obligation of the Association regarding single family dwellings and garage structures expressly does not include the obligation to install, repair, replace or remove any other structure or Improvement located within any such Unit, including, but not limited to, any approved additions to garages and dwellings. The term therefore excludes, without limitation, any Association obligation to maintain, repair or replace patios, pools, garden sheds, outdoor cooking areas, and other such Improvements.

All work undertaken by the Association under subsection 6.1(c) shall be performed on a regular and periodic basis, and in accordance with reasonable maintenance standards, all as established by the Master Board. No Unit Owner shall be entitled to any level or standard of maintenance in excess of those standards.



**Section 6.2 - Assumption of or Withdrawal from Master Board Maintenance Responsibility.** All the functions of the Association described in Section 6.1 shall be exercised by the Master Board unless a particular Village either expressly withdraws from some or all of the Master Board's maintenance program by a vote of 80% of all the Owners in a Village Association, acting pursuant to Section 25.5 below. In that event, the Village Association shall either: (i) assume exclusive responsibility for some or all of the functions described in Section 6.1 with respect to that Village, as detailed in the resolution approved by the Unit Owners; or (ii) return some or all of those responsibilities to the individual Unit Owners. Notwithstanding the foregoing, a Village may neither assume or abandon (1) the power and duty to maintain the roads located within any Village, which shall always remain a function of the Master Board; or (2) reduce the level of maintenance of any of the Common Elements or the grounds of a Unit below any reasonable maintenance standards set by the Master Board. If a Village votes to assume maintenance duties pursuant to Section 25.5, the references in this Section to "Master Board" or "Association" shall thereafter mean "Village Board" in all appropriate cases with respect to that Village.

**Section 6.3 - Limited Common Elements.** Neither the Master Association or any Village Association shall be required to maintain the portions of any Limited Common Elements which are required by this Master Declaration or any Village Declaration to be maintained, repaired or replaced by the Unit Owners, unless the appropriate Board voluntarily assumes the responsibility to do so.

**Section 6.4 - Units.**

(a) Except in the case of certain portions of the Units described in Section 6.1 above, each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit and the Limited Common Elements which he or she is required to maintain under Section 7.2. However, by vote of the Unit Owners of any Village acting under its Village Declaration and pursuant to Section 25.5 of this Master Declaration, and subject to the limitations of Section 6.2., that Village may elect to maintain any other portion of the Units or Limited Common Elements.

(b) If a Unit Owner fails to properly maintain those portions of the Unit and Limited Common Elements which the Master Declaration requires the Unit Owner to maintain, as may be determined by the Master Board, or if a Unit Owner of a Unit whose boundaries are its lot lines, as described in Section 4.3.3, fails to maintain the grounds or structures of that Unit after the Unit Owners in that Village elect to withdraw from the grounds maintenance program conducted by the Master Board as permitted under Section 6.2 above, then the Master Board may provide for the performance of any such neglected obligation by whatever reasonable means it may determine in its sole discretion. In case of emergency, as determined by the Master Board, the Board may act immediately. In all other cases, the Master Board may act hereunder following 30 days written notice to the Unit Owner. All expenses incurred by the Master Association as a result of taking action under this section shall be chargeable to the Unit Owner as provided in Section 19.3.

**Section 6.4 - Access.** Any person authorized by the Master Board shall have the right of access to all portions of the Property for the following purposes: (i) correcting any condition threatening a Unit or the Common Elements; (ii) performing installations, alterations or repairs; (iii) reading or replacing utility meters and related pipes, valves, wires, and equipment; or (iv) fulfilling any other maintenance obligation under this Article. Notice of any intended work shall be given in advance and any such entry may only be made at a time reasonably convenient to the affected Unit Owner. However, in case of an emergency or in case of landscaping or other work on the grounds of a Unit or on the exterior of any structure, no such notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

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

#### ARTICLE 7

##### Limited Common Elements

**Section 7.1 - Limited Common Elements.** The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

- (a) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or serving portions of the Master Common Elements is a part of the Common Elements.
- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- (c) Stoops and steps and walls above door openings at the entrances to each building, but outside the Unit's boundaries, which provide access to less than all Units, are Limited Common Elements the use of which is limited to the Units to which they provide access.
- (d) Any attic space above a Unit and located outside of its boundaries is a Limited Common Element the use of which is limited to the Unit beneath it.
- (e) Any stairway located outside the boundaries of a Unit is a Limited Common Element the use of which is limited to the Units to which it gives access, unless otherwise designated on the Plans.

(f) Any chimney located outside of a Unit's boundaries is a Limited Common Element, the use of which is limited to the Unit in which its fireplace is located. In the event of a multiple flue chimney, each flue is a Limited Common Element of the Unit containing its fireplace while the chimney is the Limited Common Element of both Units.

(g) Any utility areas located outside the boundaries of a Unit are Limited Common Elements, the use of which is limited to the Unit or Units which they serve, unless designated otherwise on the Plans.

(h) Exterior doors, windows and window assemblies, storm windows and storm doors, if any, which are located outside a Unit's boundaries are Limited Common Elements of the Unit which they serve.

(i) Any courtyards, patios or decks designed to serve a single Unit and driveways and parking areas in front of garages and Garage Units, any of which are located outside a Unit's boundaries, are Limited Common Elements of the Units which they serve, except as designated otherwise on the Plans.

(j) Those portions of any water and sewer pipes which are located outside a Unit's boundaries, commencing at shut off valves and serving exclusively a single Unit, are Limited Common Elements allocated to that Unit.

(k) Mailboxes, name plates, and exterior lighting located on a building and outside a Unit's boundaries are Limited Common Elements allocated to the Units which they serve.

**Section 7.2 - Expenses Allocated to Limited Common Elements.**

**Section 7.2.1. - General Rule.** Except as otherwise provided in Section 7.2.2., Common Expenses associated with the cleaning, maintenance, repair or replacement of all Limited Common Elements will be assessed against all the Units in a Village, in accordance with their allocated Common Expense liability.

**Section 7.2.2. - When Unit Owner is Responsible for Limited Common Element Expenses.**

(a) In the case of Units the boundaries of which are its walls, floors and ceilings, Common Expenses associated with the maintenance, repair or replacement of patios, decks, skylights, thresholds, doors and windows which are installed by Unit Owners and which are not original components installed by the Declarant, will be assessed only against the Units to which the Limited Common Element is assigned. No additional decks, patios, doors, windows or similar components or elements may be installed in or attached to a Unit without consent of the Executive Board. If any additional component or element to which the Executive Board consented becomes deteriorated or unsightly or is inconsistent with conditions of installation, then upon notice and Hearing, it may be removed or repaired at the Unit Owner's expense. The cost of cleaning any chimney will be at the Unit Owner's expense.

(b) All basement areas allocated as Limited Common Elements will be cleaned and maintained by the owners of the Units to which they are assigned, but the Master Association may inspect such areas to determine if there are any unsafe or unhealthy storage practices. Any such condition will be corrected at the expense of the owner of the Unit to which the storage area is assigned.

(c) Any skylights will be maintained and repaired by the Master Association.

(d) If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element will be assessed equally among the Units to which it is assigned.

**Section 7.3 - Subsequently Allocated Limited Common Elements.** Any portion of the Master Common Elements shown as parking spaces on the Master Survey may be subsequently allocated as Limited Common Elements by the Executive Board, or may be assigned by Rule of the Executive Board, or may be limited by Rule to visitors only.

**ARTICLE 8**  
**Development Rights and**  
**Other Special Declarant Rights**

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

(a) The rights to create Units, Common Elements, and Limited Common Elements, the right to add Additional Land to Sterling Woods, the right to subdivide Units, the right to convert Common Elements into Units and Common Elements, and the right to withdraw any real property from Sterling Woods, whether land or air rights or a combination of both.

(b) The right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land in Sterling Woods for the purpose of furnishing utility and other services to buildings and improvements to be constructed on the land. The Declarant also reserves the right to grant easements to the City of Danbury or to public utility companies and to convey improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes. This includes, without limitation, the right to build and/or convey any and all improvements related to water towers, pumping stations and water lines. If the Declarant grants any such easements, Exhibit 1 shall be amended to include reference to the recorded easement.

(c) The right to add land now located outside of Sterling Woods to the Master Community, but limited to the parcels shown as Additional Land on the Master Survey and the schematic map attached as Exhibit 7 and on any Site Plan approved by the City of Danbury.

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

(a) The Development Rights may be exercised at any time, but not more than twenty-five (25) years after the recording of the initial Master Declaration.

(b) Not more than a total of 700 Units may be created at Sterling Woods. These Units may be either Residential Units, Garage Units, or Commercial Units. Further, under currently approved plans, only a total of Three Hundred Fifty Eight (358) residential Units may be built on the land at Sterling Woods which is subject to this Master Declaration as originally recorded. No additional Units may be built on that land unless the Site Plan is amended or unless additional adjacent property is added as discussed in Section 8.1(c).

(c) All Residential Units and Common Elements created pursuant to the Development Rights at Sterling Woods, including any Residential Units with multiple residential dwellings in that Unit, will be restricted to residential use in the same manner and to the same extent as the Residential Units created under this Declaration as initially recorded, as shown on the existing approved Site Plan. However, the Declarant reserves the right to seek amendments to its approved Site Plan, and to build whatever other types or sizes of Units may be permitted by future zoning and site plan amendments in the City of Danbury, including, without limitation, Garage Units and Commercial Units, within Sterling Woods.

(d) Any Units built on the Additional Land, whether or not any portion of that Additional Land is added to Sterling Woods, may be used for any residential or commercial purpose authorized by the appropriate officials of the City of Danbury. The Declarant reserves the right to seek amendments to currently approved zoning regulations of the City of Danbury, and to build whatever types or sizes of Units which may be permitted by future zoning and site plan amendments in the City of Danbury on the Additional Land. No representations or assurances are made that these uses will not change, if the City were to authorize any such use.

**Section 8.3 - Phasing of Development Rights.** No assurances are made by the Declarant regarding the portions of the areas shown on the Master Survey as to the portions where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions. Specifically, any part of either the land subject to this Master Declaration or any Additional Land may be declared as Units or Common Elements without declaring the remaining parts.

Without obligation to any future Unit Owner or Successor Declarant, the Declarant states that it presently expects to create a series of individual Villages for various groups of Units and Unit types as the development of Sterling Woods progresses. Each such Village will be organized as a separate condominium or planned community. Each Village will be a part of the Master Community and subject to this Master Declaration. However, each Village will also have the generic powers described in, and limited by, its Village Declaration.

**Section 8.4 - Special Declarant Rights.** The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Master Community:

- (a) To complete improvements indicated on the Master Survey and Plans filed with this Master Declaration;
- (b) To exercise any Development Right reserved in this Master Declaration;
- (c) To maintain sales offices, management offices, construction offices, models and signs advertising the Master Community;
- (d) To use easements through the Common Elements for the purpose of making improvements within the Master Community and for granting access to adjoining properties; and
- (e) To appoint or remove any officer of the Master Association or any Master Board member during any period of Declarant control.

**Section 8.5 - Models, Sales Offices, Construction Offices and Management Offices.** As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit, or all Units, owned by the Declarant or any portion of the Common Elements anywhere within the Master Community or within any Village as model Units, or sales offices or management offices or construction offices.

**Section 8.6 - Construction; Declarant's Easement.** The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until completion of Sterling Woods and any development on the Additional Land. All work may be performed by the Declarant without the consent or approval of the Master Board or any Village Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act, or reserved in this Master Declaration, and whether or not that Common Element is also located within a Village.

**Section 8.7 - Signs and Marketing.** The Declarant reserves the right to post signs and displays in any Units or the Common Elements anywhere within the Master Community to promote sales of Units, and to conduct any general sales activities, in a manner consistent with the law. Except for signs maintained by the Declarant pursuant to this Section, so long as the Declarant owns any Units at Sterling Woods or on the Additional Land, no other Unit Owner may maintain or display any "for sale" or other signs or advertising visible from the exterior of a Unit.

**Section 8.8 - Declarant's Personal Property.** The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and

maintenance of the premises of the Master Community that has not been represented as property of the Master Association. The Declarant reserves the right to remove from the property, any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

**Section 8.9 - Declarant Control of the Master Association.**

(a) Subject to subsection 8.9(b), there shall be a period of Declarant control of the Master Association and each Village Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Master Board and any Village Board. With respect to the Master Board and each Village Board, the period of Declarant control shall terminate no later than the earlier of:

- (i) sixty days after conveyance of sixty percent of the Units that may be created to Unit Owners other than a Declarant;
- (ii) two years after all Declarants have ceased to offer Units for sale in the ordinary course of business; or
- (iii) two years after any right to add new Units was last exercised with respect to either the Master Board, or any Village Board, as appropriate.

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

(b) Not later than sixty days after conveyance of one-third of the Units that may be created in any Village to Unit Owners other than a Declarant, at least one member and not less than one-third of the members of that Village Board shall be elected by Unit Owners other than the Declarant. Not later than the termination of any period of Declarant Control, the Unit Owners shall elect the Village Board. At least a majority of the Directors of the resulting Village Board after the period of Declarant Control, shall be Unit Owners. The Village Board shall elect the officers of the Village Association. The Village Board members and officers shall take office upon election.

(c) Not later than sixty (60) days after conveyance of one-third (1/3) of the Units that may be created in the Master Community to Unit Owners other than a Declarant, at least one (1) member and not less than one-third (1/3) of the members of the Master Board shall be elected by Unit Owners other than the Declarant pursuant to subsection 8.10(a). Not later than the termination of the period of Declarant Control of the Master Board, the Unit Owners shall elect the Master Board in the manner described in Section 8.10 below. At least a majority of the Directors of the resulting Master Board after the period of Declarant Control shall be Unit

Owners. The Master Board shall elect the officers of the Master Association. The Master Board members and officers shall take office upon election.

**Section 8.10 - Election of Master Board Directors.** Pursuant to C.G.S. Section 47-239(e)(3), the Executive Board of the Master Association shall be elected after the period of Declarant Control as follows:

(a) All Unit owners of each Village subject to the Master Declaration shall elect specified members of the Master Association's Executive Board. Specifically, each Village shall be entitled to elect one (1) member of that Master Board for each fifty (50) Units which are part of that Village, and disregarding any excess Units which aggregate in multiples of less than fifty (50) Units; provided, however, that in all cases the Unit Owners in each Village shall be entitled to elect at least one (1) such Director. As examples only, a Village with forty-five (45) Units would be entitled to elect one (1) Director, a Village with sixty (60) Units would be entitled to elect one (1) Director, a Village with one hundred ten (110) Units would be entitled to elect two (2) Directors, and a Village with one hundred sixty (160) Units would be entitled to elect three (3) Directors.

Notwithstanding the foregoing formula, during the period of Declarant control of the Master Board, the Master Board shall consist of at least three (3) Directors and not more than seven (7) Directors, all appointed by the Declarant. In addition, however, as the Declarant turns over control of each Village Board to the Unit Owners, the Unit Owners of that Village shall also elect Directors of the Master Board pursuant to the foregoing formulas. Accordingly, the maximum number of Directors during the period of Declarant control shall be as many as seven (7) Directors appointed by the Declarant plus the number of Directors elected by the Villages. After the period of Declarant control terminates, all the Directorships of the Declarant shall terminate, and the number of Directors of the Master Board shall then equal the number of Directors elected by the Villages under the foregoing provisions, but that number shall never be less than three (3).

(b) Notwithstanding any provision of this Master Declaration or the Master Bylaws to the contrary, the Unit Owners from any Village at Sterling Woods, by a two-thirds vote of all persons living in that Village who are present and entitled to vote at any meeting of the Unit Owners of that Village Association at which a quorum is present, may remove any Director of the Master Board originally elected by the Unit Owners of that Village, with or without cause.

**Section 8.11 - Limitations on Special Declarant Rights.** Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant until the earliest of the following events occur:

- (a) So long as the Declarant is obligated under any warranty or other obligation;
- (b) So long as the Declarant holds a Development Right to create additional Units or Common Elements;



- (c) So long as the Declarant owns any Unit;
- (d) So long as the Declarant holds any mortgage on any Unit; or
- (e) For twenty-five (25) years after the Master Declaration is recorded.

Earlier termination of certain rights may occur by statute.

**Section 8.12 - Interference with Special Declarant Rights.** Neither the Master Association nor any Village Association or individual Unit Owner may take any action or adopt any Rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

#### ARTICLE 9 Allocated Interests

**Section 9.1 - Allocation of Interests.** The table showing Unit numbers and their allocated interests is attached as Exhibit 2. These interests have been allocated in accordance with the formulas set out in this Article 9. These formulas are to be used in reallocating interests if Units are added to the Master Community.

**Section 9.2 - Formulas for the Allocation of Interests.** The interests allocated to each Unit have been calculated utilizing the following formulas:

(a) **Common Expense Liability for Master Common Elements and the Master Association.** Annually, the Master Board shall determine that sum which is necessary to maintain and repair Master Common Elements and administer the Master Association, as well as an appropriate sum for payment into the reserves of the Master Association for replacement of the Master Common Elements. The sum so determined shall be allocated in equal shares among all the Residential Units and Commercial Units, but not the Garage Units, in the entire Master Community. Accordingly, each Residential and Commercial Unit at Sterling Woods shall have an equal share of liability for Master Common Expenses. If any such Units are added to Sterling Woods during a budget year, they shall pay the same dollar cost for the balance of that year as the then existing Units, and the dollar cost paid by each of the existing Units calculated under the budget for that year shall not be reduced.

(b) **Common Expense Liability for Village Common Elements and the Village Associations.** Annually, the Master Board shall determine that sum which is necessary to maintain and repair the Village Common Elements within each Village, as well as an appropriate sum for payment into the reserves of the Master Association for replacement of Village Common Elements. The sum so determined shall be allocated to each Residential Unit in that Village, but not to Commercial or Garage Units, on the basis of the square footage of habitable space in that Unit, as calculated by Declarant, rounded to the nearest one hundredth of a percentage point. Nothing contained in this subsection shall prohibit certain expenses from being apportioned to particular Units under Article 19 of the Declaration. Accordingly, each Residential Unit in a

Village shall have a share of the Village Common Expense liability based on the relative square footage of habitable space of the Residential Units in that Village. If any such Units are added to Sterling Woods during a budget year, they shall pay the same dollar cost for the balance of that year as the then existing Units, and the dollar cost paid by each of the existing Units calculated under the budget for that year shall not be reduced.

(c) Grounds Maintenance. Annually, the Master Board shall determine, for each Village, that sum which is necessary to maintain and repair the landscaping and other work required under subsection 6.1(c) of the Master Declaration of Units in that Village whose boundaries are its lot lines, as described in Section 4.3.3, as well as an appropriate sum for payment into the reserves of the Master Association for replacement of said landscaping. The sums so determined shall be allocated in equal shares among all Residential Units in a Village, the boundaries of which are its lot lines. If any such Units are added to a Village during a budget year, they shall pay the same dollar cost for the balance of that year as the then existing Units, and the dollar cost paid by each of the existing Units calculated under the budget for that year shall not be reduced.

(d) Garages. Annually, the Master Board shall determine that sum which is necessary to maintain and repair the Garage Units in the Master Community, as well as an appropriate sum for payment into the reserves of the Master Association for replacement of the Garages. The sums so determined shall be allocated in equal shares among all Garage Units. If any such Unit is added to a Village during the year, that Unit shall pay the same dollar cost for the balance of that year as the then existing Garage Units, and the dollar cost paid by each of the existing Garage Units' calculated under the budget for that year shall not be reduced.

(e) Commercial Units. Annually, the Master Board shall determine that sum which is necessary to maintain and repair the Limited Common Elements allocated to each Commercial Unit, as well as an appropriate sum for payment into the reserves of the Master Association for replacement of those Limited Common Elements. The sums so determined shall be allocated solely to the Commercial Unit to which those Limited Common Elements are allocated.

(f) Master Association Budget. In determining the Master Association's overall annual budget and allocating portions of that budget as described in subsections (a) through (e) above, the Master Board shall use the budget categories described in Exhibit 8, and any additional budget categories the Board may from time to time find appropriate.

(g) Calculation of Monthly Master Common Expense. To determine the monthly Master Common Expense assessment of each Unit, the Master Board shall, with respect to each Unit, add each Unit's annual share of expenses for the Master Common Elements to its annual share of expenses for the Village Common Elements and all other appropriate annual shares of Master Common Expenses described above, and divide that sum by twelve (12).

(h) Accounting for Replacement Reserves. The Master Board shall account for all its replacement reserves as provided in Section 19.10.

(i) Notwithstanding the formulas for allocating Master and Village Common Expenses among Units described above, the Association may, in the case of declared Units which may be used for residential purposes and whose boundaries are its lot lines, assess lower Master Common Expenses or Village Common Expenses on that class of declared Units which do not contain a single family dwelling which is, or may lawfully be, occupied; provided, that (1) any such lower assessment must be uniformly applied to all such declared Units in that class, and (2) the reduced Master and Village Common Expenses must reasonably reflect the value of services provided by the Associations to that class of Units. Any Master Common Expenses remaining which are not assessed against the class of declared but unimproved Units must be reallocated among all the remaining declared Units in the Master Association in all Villages, based on the relative share of liability for such expenses allocated to all Units. Any Village Common Expenses remaining which are not assessed against the class of declared but unimproved Units must be reallocated among all the remaining declared Units in that Village, based on their relative shares of liability for such expenses.

(j) Votes. Each Residential Unit and each Commercial Unit in the Master Community shall have one equal vote in all matters properly submitted to all the Unit Owners at Sterling Woods for vote and, subject to the class voting rights of Commercial Units and Garage Units as described in subsection (c) below. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Master or Village Documents, means the specified percentage, portion, or fraction of the votes as allocated to Residential Units and Commercial Units in Exhibit 2. All Residential Units in each Village shall have one (1) equal vote in all matters properly submitted to a vote of Village Unit Owners.

(k) Voting with Respect to Commercial Units and Garage Units; Class Voting.

(i) If the Declaration at any time creates Commercial Units, no vote which imposes any restriction of any kind on any Commercial Unit or which has the practical effect of applying only to one or more Commercial Units shall be effective as to any Commercial Unit without approval of the owners of the affected Commercial Unit. Further, the Commercial Units shall comprise a class of Units and that class may (1) vote to adopt reasonable rules affecting that class; and (2) vote to override any Master Board or Village Board Rules which adversely and unreasonably affect that class.

(ii) Garage Units shall each have one (1) equal vote. However, votes allocated to Garage Units may only be cast with respect to: (a) the annual budget as it affects the Garage Units; or (b) any amendment or vote affecting the use of occupancy of a Garage Unit. Further, the Garage Units shall comprise a class of Units and that class may (1) vote to adopt reasonable Rules affecting that class; and (2) vote to override any Master Board or Village Board Rules which adversely and unreasonably affect that class.

ARTICLE 10

Restrictions on Use and Occupancy

**Section 10.1 - Use and Occupancy Restrictions.** Subject to the Special Declarant Rights reserved under Article 8, the following use restrictions apply to all Units and to the Common Elements. In addition, the Executive Board may adopt rules regulating the use of Units, and restricting the leasing of Units, to the extent permitted by Section 47-244 (c) of the Act, and as described in Section 25.4.

(a) Each Residential Unit is restricted to residential use and shall contain no more than one (1) residential dwelling unless the Plans recorded by the Declarant show that the particular Residential Unit is intended to contain multiple residential dwellings. Each residential dwelling may be used only as a single-family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Residential Unit. A single-family residence is defined as a single housekeeping Unit, operating on a non-profit, non commercial basis between its occupants, cooking and eating with a common kitchen and dining area.

In addition to the uses described above, there may be any other lawful, non-residential use in any Commercial Unit. A Commercial Unit may post a sign on its building which complies with local zoning and other City of Danbury requirements.

(b) Each garage, whether it is a Garage Unit, a garage within a Residential Unit or a garage assigned as a Limited Common Element, is restricted to use as storage and as a parking space for automobiles, and may not be used for residential purposes. Other equipment, machinery or vehicles, such as boats located on or off of trailers, other trailers, off road vehicles, trucks, commercial vehicles and campers are also permitted inside garages, but only if they can be wholly contained in the garage when the garage door is fully closed. Other parking-related matters may be addressed in the Master Rules.

(c) For any period during which any Common Expense assessment remains unpaid or, after Notice and Hearing and for a period not to exceed thirty (30) days, for any infraction of its published rules, the Executive Board may suspend the right to use Common Elements not necessary to give access to a public street.

(d) Except for those activities conducted in Commercial Units, or as part of the marketing and development program of the Declarant, and except for those activities described in Section 10.1(a) above, no industry, business, trade, commercial activity or other nonresidential use of a Unit is permitted within the Master Community. No Unit may be used or rented for transient, hotel or motel purposes.

(e) Because of the potential impact of such activities on the marketing of Units, so long as the Declarant owns a Unit or holds any Development Right, the Declarant alone has the

right to approve or disapprove the activities described in this Section or in the Rules which require Master Association or Village Association approval.

**Section 10.2 - Restriction on Time-Sharing.** A Unit may not be conveyed pursuant to a time-sharing plan as defined under Chapter 734b of the Connecticut General Statutes.

Note: **Article 10.3 - Capital Contribution**, as amended is included on the last page of these documents.

**ARTICLE 11**

**Easements and Licenses**

**Section 11.1 - Existing Easements and Licenses.** All easements or licenses to which the Master Community is presently subject are recited in Exhibit 9 to this Declaration.

**Section 11.2 - Declarant's Reserved Right to Grant Easements.** The Declarant reserves the right, so long as it owns any Unit within the Master Community, to grant an easement across any of the roads within Sterling Woods for purposes of vehicular and other access to any parcel or parcels of real estate abutting the Property, whether or not that real estate is Additional Land, and whether or not, if that real estate is Additional Land, such Additional Land is added to the Master Community. The beneficiaries of any such easement shall be required to pay their pro rata share of maintaining, repairing and replacing the roads which they use, on the same basis as the Unit Owners in the Master Community, from the date each beneficiary commences use of the road. In addition, the Master Community may be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article 8 of this Declaration.

**ARTICLE 12**

**Allocation and Reallocation of Limited Common Elements**

**Section 12.1 Allocation of Limited Common Elements Not Previously Allocated.**

The Declarant has reserved the right to allocate parking spaces or yard areas within any Master Common Elements in any Village as Limited Common Elements, as may be shown on the Master Survey. The Master Association shall also have the right to allocate any parking spaces or yard areas within the Master Common Elements as Limited Common Elements.

All amendments to any Declaration allocating Limited Common Elements shall specify to which Unit or Units the Limited Common Element is allocated.

**ARTICLE 13**

**Additions, Alterations and Improvements**

**Section 13.1 - Additions, Alterations and Improvements by Unit Owners.** A Unit Owner:

- (a) May make any improvements or alterations to the interior of a Unit that do not impair the structural integrity or mechanical systems or lessen the support of any other Unit.

(b) May not change the appearance of the Common Elements, or construct any structure on a Unit or any part of the Master Community, without written permission of the Master Board;

(c) May submit a written request to the Master Board for approval to do anything that he or she is forbidden to do under Subsection 13.1(a). The Master Board shall answer any written request for such approval, after Notice and Hearing, within ninety (90) days after the request thereof. Failure to do so within such time shall constitute a consent by the Master Board to the proposed action. The Master Board shall review requests in accordance with the provisions of the Master Rules.

(d) Must give the Master Association at least thirty (30) days notice in writing by certified mail before that owner files any applications with any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit. That notice will not create any liability on the part of the Master Association or any of its members to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(e) May not make any additions, alterations and improvements to the Units and Common Elements, except pursuant to prior approval by the Master Board, which cause any increase in the premiums of any insurance policies carried by the Master Association or by the owner of any Units other than those affected by such change; and

(f) May not cut any trees of any size located on the Property, whether on Master Common Elements, or within the boundaries of a Unit, without the Master Board's prior written approval.

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

**Section 13.3 - Exterior Improvements and Landscaping Within Common Elements.** Owners of Residential Units and Garage Units may make exterior improvements within or as a part of Common Elements, including Limited Common Elements, consisting of planting of gardens, hedges, shrubs, construction of fences, walks, benches, and architectural concepts, provided they are undertaken with the permission of the Master Board or a covenants control committee established for such purpose, following submission of a complete plan prepared by an architect or landscape architect and a review thereof by such Board or committee as to consistency with improvements originally constructed by the Declarant and consistency with the style and character of the Master Community. The applicant will pay for the cost of preparation of the application, the cost of professional review, if deemed required by the reviewing group, and all costs of permits and fees. The Master Rules may vary or waive the provisions of this subsection.

**Section 13.4 - Non-Applicability to Declarant.** The provisions of this Article shall not apply to the Declarant in the exercise of any Special Declarant Right or other right reserved under this Master Declaration. Further, because of the potential impact of such activities on the marketing of Units; so long as the Declarant owns any Unit or holds any Development Right, the Declarant alone has the right, in lieu of the Master Board, to exercise the regulatory powers described in this Article.

#### ARTICLE 14

##### Relocation of Boundaries Between Adjoining Units

**Section 14.1 - Application and Amendment.** If applicable, subject to approval of any structural changes and required permits pursuant to Article 13, the boundaries between adjoining Units may be relocated by an amendment to this Declaration after application to the Master Association by the owners of the Units affected by the relocation. The amendment shall not affect the Allocated Interests of the Units, unless the Unit Owners propose to reallocate them. Unless the Master Board determines, within ninety days after receipt of the application, that the reallocations are unreasonable, the Master Association shall consent to any reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Master Association's consent. The amendment shall be executed by those Unit Owners and contain words of conveyance between them, and the approval of all holders of security interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Master Association.

**Section 14.2 - Recording Amendments.** The Master Association shall prepare and record Master or Village Surveys or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers. The applicants shall pay for the cost of preparation of the amendment and its recording.

#### ARTICLE 15

##### Amendments to Declaration

**Section 15.1 - General.** All amendments shall be made in accordance with the Act.

**Section 15.2 - Special Declarant Rights.** Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

**Section 15.3 - Consent of Mortgage Holders.** Amendments are subject to the consent requirements of Article 18.

**ARTICLE 16**  
**Amendment to Bylaws**

The Bylaws may be amended only by vote of two-thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

**ARTICLE 17**  
**Termination**

Termination of the Master Community may be accomplished only in accordance with C.G.S. Section 47-237. No Village may be terminated without the consent of the Master Board, as well as by eighty percent (80%) of the votes allocated to Units in that Village, and the other requirements of C.G.S. Section 47-237.

**ARTICLE 18**  
**Mortgagee Protection**

**Section 18.1 - Introduction.** This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain mortgages. This Article is supplemental to, and not in substitution for, any other provisions of the Master Documents, but in the event of conflict, this Article shall control. Unless the Master Board shall vote to suspend this provision, the Master Board shall periodically amend this Article from time to time, to be consistent with generally applicable requirements of the Federal National Mortgage Association governing mortgagee approval requirements. Furthermore, the provisions of this Article shall apply with equal effect to each Village subject to the Master Declaration.

**Section 18.2 - Percentage of Eligible Mortgagees.** Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding first mortgages on Units which in the aggregate have allocated to them such specified percentage of votes in the Master Association when compared to the total allocated to all Units then subject to first mortgages held by Eligible Mortgagees.

**Section 18.3 - Notice of Actions.** The Master Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer as applicable;

(b) Any delinquency in the payment of Master or Village Common Expense assessments owed by an owner whose Unit is subject to a first mortgage held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains unpaid for a period of sixty (60) days;



(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Master Association; and

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.4; and

(e) Any judgment rendered against the Master Association.

**Section 18.4 - Consent Required.**

(a) **Master Document Changes.** Notwithstanding any lower requirement permitted by this Master Declaration or the Act, no amendment of any material provision of the Master Documents by the Master Association Unit Owners described in this Subsection 18.4(a) and no action described in subsection 18.4(b) may be effective without the vote of at least sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner vote required in this Master Declaration or the Act) and until approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees (or any lesser or greater Eligible Mortgagee approval required by this Declaration). The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right. Pursuant to Section 47-236(i) of the Act, consent of an Eligible Mortgagee is deemed granted if no denial is received within forty-five (45) days after the Association delivers notice of the proposed amendment to the Eligible Mortgagee as required by the Act. Material includes, but is not limited to, any provision affecting:

- (i) Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens;
- (ii) Voting rights;
- (iii) Reductions in reserves for maintenance, repair and replacement of the Master or Village Common Elements;
- (iv) Responsibility for maintenance and repairs;
- (v) Reallocation of interests in the Master or Village Common Elements or Limited Common Elements except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees which hold mortgages on such Units must approve such action;
- (vi) Rights to use Master or Village Common Elements and Limited Common Elements;

- (vii) Boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding mortgages on such Unit or Units must approve such action;
- (viii) Convertibility of Units into Master or Village Common Elements or Master or Village Common Elements into Units;
- (ix) Expansion or contraction of the Master Community, or the addition, annexation or withdrawal of property to or from the Master Community;
- (x) Insurance or fidelity bonds;
- (xi) Imposition of any restrictions on the leasing of Units;
- (xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (xiii) Establishment of self-management when professional management had been required previously by an Eligible Mortgagee;
- (xiv) Restoration or repair of the Property after a hazard damage or partial condemnation in a manner other than that specified in the Master Documents;
- (xv) Termination of the Master Community after occurrence of substantial destruction or condemnation; and
- (xvi) Any provision that expressly benefits mortgage holders, insurers or grantors.

(b) Actions. Notwithstanding any lower requirement permitted by this Master Declaration or the Act, the Master Association may not take any of the following actions without the approval of at least fifty-one percent (51%) of the Eligible Mortgagees or such higher percentage as set forth herein:

- (i) The conveyance or encumbrance of the Master Common Elements or any portion thereof, as to which an eighty percent (80%) approval by Eligible Mortgagees is required. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the benefit of the Master Community shall not be deemed a conveyance or encumbrance within the meaning of this clause;

- (ii) The termination of the Master Community for any reason other than substantial destruction or condemnation, as to which a sixty-seven percent (67%) approval by Eligible Mortgagees is required;
- (iii) The alteration of any partition or creation of any aperture between adjoining Units when Unit boundaries are not otherwise being affected, in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action; or
- (iv) The merger of the Master Community with any other common interest community.

The foregoing consents do not apply to the exercise of any Development Right or to the exercise of any other right reserved by the Declarant in this Master Declaration.

(c) The Master Association may not change the period for collection of regularly budgeted Master Common Expenses assessments to other than monthly without the consent of all Eligible Mortgagees.

**Section 18.5 - Development Rights.** No Development Rights may be voluntarily abandoned or terminated by the Declarant unless all persons holding Security Interests in the Development Rights consent to the abandonment or termination.

**Section 18.6 - Inspection of Books.** The Master Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Master Association during normal business hours.

**Section 18.7 - Financial Statements.** The Master Association shall prepare, and shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request with a copy of, an annual financial statement within one hundred twenty (120) days following the end of each fiscal year of the Master Association. Such financial statement shall be audited by an independent certified public accountant.

**Section 18.8 - Enforcement.** The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

**Section 18.9 - Attendance at Meetings.** Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

ARTICLE 19  
Assessment and Collection of  
Master and Village Common Expenses

**Section 19.1 - Definition of Master and Village Common Expenses.** Master and Village Common Expenses shall include:

- (a) Expenses of administration, maintenance, and repair or replacement of the Master Common Elements and Village Common Elements;
- (b) Expenses declared to be Master and Village Common Expenses by the Master or Village Documents or by the Act;
- (c) Expenses agreed upon as Master Common Expenses by the Master Association;
- (d) Any additional surcharges on Units in particular Villages for maintenance of Units, Village Common Elements, or payment of Limited Common Expenses, or otherwise, which are approved by a Village Board; and
- (f) Such reserves as may be established by the Master Association, whether held in trust by an independent trustee or held directly by the Master Association, for repair, replacement or addition to the Master or Village Common Elements or any other real or personal property acquired or held by the Master or Village Association.

**Section 19.2 - Apportionment of Common Expenses.** Except as provided in Section 19.3, all Common Expenses shall be assessed against all Units either by the Master Board, or the Village Board, or both, in accordance with their respective liabilities for Master and Village Common Expenses as shown on Exhibit 2 to this Declaration and the formulas contained in Article 9. In any case where a Unit is liable to pay common expenses both to the Master Association and to a Village Association, the priority of the two association liens is governed by the Act, unless the Master Association collects the common expenses due to the Village Association as agent for that Association and disburses any funds which it collects from Unit Owners as agent to the Village Association.

**Section 19.3 - Common Expenses Attributable to Fewer than all Units.**

- (a) Any expenses for services provided by the Master Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
- (b) Any insurance premium increase attributable to a particular Unit by virtue of activities or construction of the Unit shall be assessed against that Unit.

(c) Assessments to pay a judgment against the Master Association may be made only against the Units in the Master Community at the time the judgment was rendered, in proportion to their Master Common Expense liabilities.

(d) If any Master Common Expense is caused by the misconduct of a Unit Owner, the Master Association may, after Notice and Hearing, assess that expense exclusively against his or her Unit.

(e) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Master Documents and the Act are enforceable as Master Common Expense assessments.

(f) Any expense incurred by the Master Board or the Master Association on behalf of a Unit Owner or as a result of a Unit Owner's failure to perform any of the obligations under Section 6.2 is a Master Common Expense.

**Section 19.4 - Lien.** The Master Association and each Village Association has a statutory lien on all Units in accordance with the Act.

**Section 19.5 - Budget Adoption and Ratification.** Within thirty (30) days after adoption of any proposed budget for the Master Community, the Master Board shall provide a summary of the budget to all the Unit Owners, and shall seek ratification of that budget in accordance with the Act.

**Section 19.6 - Notice and Comment By Unit Owners for Non-budgeted Common Expense Assessments.** If the Master Board votes to levy a Master Common Expense assessment not included in the current budget, other than one enumerated in Section 19.3 of this Master Declaration, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Master Board shall submit such Master Common Expense Assessment to the Unit Owners for Notice and Comment in the same manner as a budget under Section 19.5.

**Section 19.7 - Certificate of Payment of Master Common Expense Assessments.** The Master Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Master Association, the Master Board and every Unit Owner.

**Section 19.8 - Monthly Payment of Common Expenses.** All Master Common Expenses assessed under Sections 19.2 and 19.3 shall be due and payable monthly.

**Section 19.9 - Personal Liability of Unit Owners.** The owner of a Unit at the time a Master or Village Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

**Section 19.10 - Separate Village Reserves.** The Master Board shall cause its replacement and other reserves to be separately accounted for, segregated and expended with respect to each Village and the Master Association in the manner which the Association's independent accountant may suggest from time to time in order to: (a) comply with generally accepted accounting principles; (b) comply with whatever applicable rules are necessary to secure favorable tax treatment of the Master Association and the Village Associations under the Internal Revenue Code; and (c) accumulate replacement reserves for each Village in the Master Community in a way which will generally cause the Unit Owners who have benefitted or will benefit from Improvements which physically depreciate over time to principally bear the cost of replacement of those Improvements.

**ARTICLE 20**  
**Right to Assign Future Income**

The Master Association may assign its future income, including its right to receive Master or Village Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least fifty-one percent (51%) of the votes in the Master Association are allocated, at a meeting called for that purpose, in accordance with the Act.

**ARTICLE 21**  
**Persons and Units Subject to Documents**

**Section 21.1 - Compliance with Documents.** All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Master Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, all such provisions recorded on the Land Records of the City of Danbury are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

**Section 21.2 - Adoption of Master Rules.** Subject to this Declaration and the Act, the Master Board may adopt Master Rules regarding the use and occupancy of Units, Master Common Elements, and Limited Common Elements and the activities of occupants, after Notice and Comment. The initial Master Rules of the Master Board are included in the Public Offering Statement for Sterling Woods.

**ARTICLE 22**  
**Insurance**

**Section 22.1 - Coverage.** To the extent reasonably available, the Master Board shall obtain and maintain insurance coverage as set forth in Sections 22.2, 22.3, 22.4, 22.5, 22.6, 22.7 and 22.8 of this Article. If such insurance is not reasonably available, and the Master Board determines that any insurance described herein will not be maintained, the Master Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

**Section 22.2 - Property Insurance.**

(a) Property insurance covering:

- (i) The entire Property (but excluding land, excavations, portions of foundations below the undersurface of the lowest basement floor, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies); and
- (ii) All personal property owned by the Master Association, to the extent it is commonly insured by the Master Association.

(b) Amounts. The project facilities shall be insured for an amount equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date, less reasonable deductibles.

The Master Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Master Common Expense.

(c) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

(d) Other Provisions. Insurance policies required by this Section shall provide that:

- (i) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.
- (ii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Master Association, will void the policy or be a condition to recovery under the policy.
- (iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Master Association's policy provides primary insurance.
- (iv) Any loss shall be adjusted with the Master Association.
- (v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and, in the absence of such designation, to the Master Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee, to the extent that any Unit is effected by the loss and providing no other insurance coverage is available for same.

- (vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Master Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known address.
- (vii) The name of the insured shall be substantially as follows: "The Sterling Woods Master Association, Inc."

**Section 22.3 - Liability Insurance.** Liability insurance, including medical payments insurance, in an amount determined by the Master Board but in no event less than \$1,000,000, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Master or Village Common Elements.

(a) **Other Provisions.** Insurance policies carried pursuant to this Section shall provide that:

- (i) Each Unit Owner is an insured person under the policy to the extent of liability, if any, arising out of his or her interest in the Master or Village Common Elements or membership in the Master Association.
- (ii) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his or her household;
- (iii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Master Association, will void the policy or be a condition to recovery under the policy.
- (iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Master Association's policy provides primary insurance.
- (v) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Master Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

**Section 22.4 - Fidelity Bonds.** A blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Master Association, whether or not they receive compensation for their services may be procured. Any such bond shall name the Master Association as obligee and shall cover the maximum funds that will be in the custody of the Master Association or the manager at any time while the bond is in force, and in no event less than the sum of three months assessments plus reserve funds. The bond shall include a provision



that calls for thirty (30) days written notice to the Master Association, before the bond can be canceled or substantially modified for any reason; except that if cancellation is for non-payment of premiums, only ten (10) days notice shall be required.

**Section 22.5 - Workers' Compensation Insurance.** As determined appropriate by the Master Board, it may obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

**Section 22.6 - Directors' and Officers' Liability Insurance.** As determined appropriate by the Master Board, it may obtain and maintain Directors', officers' and the manager's liability insurance, if available, covering all of the Directors and officers of the Master Association in such limits as the Master Board may, from time to time, determine.

**Section 22.7 - Other Insurance.** The Master Association may carry other insurance which the Master Board considers appropriate by the Master Board to protect the Master Association or the Unit Owners, including casualty insurance on some or all of the Units, if the Board determines at any time to do so.

**Section 22.8 - Premiums.** Insurance premiums shall be a Master Common Expense. Insurance premiums on any insurance the Master Association may carry on Units shall be paid for by the owners of those Units, in proportion to the relative replacement costs of the insured Units.

**Section 22.9 - Reduction of Coverage.** The Master Board may determine, with the concurrence of eighty percent (80%) of the Unit Owners in any Village, to have the Master Insurance Policy not provide coverage of the Village Common Elements or Units, or both, in any Village, so long as the Village Board gives notice of its proposed reduction in coverage to each affected Unit Owner and the Eligible Mortgagees at least ninety (90) days in advance of cancellation and takes any other action as may be necessary to satisfy the requirements of the Unit Owners' mortgagees with respect to mandated insurance coverage.

## ARTICLE 23

### Damage to Or Destruction of Property

**Section 23.1 - Duty to Restore.** Any portion of the Property for which insurance is required under C.G.S. Section 47-255 or for which insurance carried by the Master Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Master Association unless:

- (a) The Master Community is terminated;
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or

(c) Eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

**Section 23.2 - Cost.** The cost of repair or replacement in excess of insurance proceeds shall be a Master Common Expense.

**Section 23.3 - Plans.** The Property must be repaired and restored in accordance with either the original Plans or other plans and specifications which have been approved by the Master Board, a majority of Unit Owners and fifty-one percent (51%) of Eligible Mortgagees.

**Section 23.4 - Replacement of Less Than Entire Property.** The insurance proceeds attributable to the damaged Master Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Master Community and the balance shall be distributed to the Master Association.

**Section 23.5 - Insurance Proceeds.** The insurance trustee, or if there is no insurance trustee, then the Master Association, shall hold any insurance proceeds in trust for the Master Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 23.1(a) through Subsection 23.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Master Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Master Community is terminated.

**Section 23.6 - Certificates by the Master Board.** A trustee, if any, may rely on the following certifications in writing made by the Master Board:

- (a) Whether or not damaged or destroyed Property is to be repaired or restored; and
- (b) 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.

**Section 23.7 - Certificates by Attorneys.** If payments are to be made to Unit Owners or mortgagees, the Master Board, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or on a title insurance policy, based in either case on a search of the local land records, from the date of the recording of the original Master Declaration, stating the names of the Unit Owners and their mortgagees.

ARTICLE 24

Rights To Notice and Comment or Hearing

**Section 24.1 - Right to Notice and Comment.** Before the Master Board amends the Master Bylaws or the Master Rules, whenever the Master Documents require that an action be taken after Notice and Comment, and at any other time the Master Board determines, the Unit Owners have the right to receive notice of the proposed action and to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Master Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

**Section 24.2 - Right to Notice and Hearing.** Whenever the Master Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed. The party proposing to take the action (e.g. the Master Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

**Section 24.3 - Appeals.** Any person having a right to Notice and Hearing shall have the right to appeal to the Master Board from a decision of persons other than the Master Board by filing a written notice of appeal with the Master Board within ten (10) days after being notified of the decision. The Master Board shall conduct a hearing within thirty (30) days giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE 25

Executive Boards

**Section 25.1 - Minutes of Executive Board Meeting.** An Executive Board shall permit any Unit Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall be available for inspection within fifteen (15) days after any such meeting.

**Section 25.2 - Powers and Duties.** The Master Board may act in all instances on behalf of the Master Association, except as provided in this Master Declaration, the Master Bylaws or the Act. The Master Board shall have, subject to the limitations contained in this Master Declaration and the Act, the powers and duties necessary for the administration of the affairs of

the Master Association and of the Master Community which shall include, but not be limited to, the following:

- (a) Adopt and amend Master Bylaws and Master Rules;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Master and Village Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Master Association's name on behalf of the Master Association or two or more Unit Owners on matters affecting the Master Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Master and Village Common Elements;
- (j) Acquire, hold, encumber and convey in the Master Association's name any right, title or interest to real property or personal property, but Master and Village Common Elements may be conveyed or subjected to a security interest only pursuant to C.G.S. Section 47-254;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Master or Village Common Elements;
- (l) Impose and receive payments, fees or charges for the use, rental or operation of the Master Common Elements, other than Limited Common Elements described in C.G.S. Sections 47-221(2) and (4), and for services provided to Unit Owners;
- (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Master Declaration, the Master Bylaws and Master Rules of the Master Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to this Master Declaration, resale certificates required by C.G.S. Section 47-270 or statements of unpaid assessments;

- (o) Provide for the indemnification of the Master Association's officers and Master Board and maintain Directors' and officers' liability insurance;
- (p) Assign the Master Association's right to future income, including the right to receive Master and Village Common Expense assessments;
- (q) Exercise any other powers conferred by this Master Declaration or the Master Bylaws;
- (r) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Master Association;
- (s) Exercise any other powers necessary and proper for the governance and operation of the Master Association;
- (t) Exercise all the powers enumerated in Section 47-244(d) of the Act to regulate the actions of tenants of Unit Owners; and
- (u) By resolution, establish committees of Directors or non-Director Unit Owners, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Master Board. However, actions taken by a committee may be appealed to the Master Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Master Board at its next regular meeting.

**Section 25.3 - Master Board Limitations.** The Master Board may not act on behalf of the Master Association to amend the Master Declaration, to terminate the Master Community, to amend any Village Declaration, to elect members of the Master Board or to determine the qualifications, powers and duties, or terms of office of Master Board members, but the Master Board may fill vacancies in its membership for the duration of any remaining term.

**Section 25.4 - Authority of the Master Board to Regulate Uses of Residential Units and Garage Units.** In addition to the powers granted to it by other sections of the Master Declaration, the Master Board may, from time to time:

(a) Act reasonably to prevent any use, behavior or activity in any Residential Unit or Garage Unit, including any use, behavior or activity by a tenant or other occupant or a Unit, or the presence of pets in Units, which either (1) violates this Master Declaration, as amended from time to time, or (2) adversely affects the use and enjoyment of other Units and the Master Common Elements by other Unit Owners; and

(b) After Notice and Comment, adopt reasonable rules restricting the leasing of the Units so long as those rules are designed to meet then current underwriting requirements adopted

by institutional lenders who either (1) regularly lend money secured by first mortgages on Units in common interest communities in this State, or (2) regularly purchase such mortgages.

Otherwise, the Master Board may not regulate any activity inside any Unit which does not also affect the Master Common Elements.

**Section 25.5 - Voting Procedures for Assumption by Villages of Master Board Duties.** Written notice of a proposed meeting and vote to assume or withdraw from any duties of the Master Board which Article 6 permits a Village Board to assume or withdraw from must be delivered to all the Unit Owners, by the Village Board or by at least 20 percent of the Unit Owners in the Village, at least ten (10) days before the proposed meeting. The notice must describe the nature of the duties which the proponents seek to have the Village assume or withdraw from, and also describe the anticipated financial and other consequences of the proposal to the Unit Owners and to the general class of persons holding security interests in those units. A copy of the notice shall be delivered to the Master Board, and interested members of the Master Board or of other affected Villages shall be entitled to attend and speak at the Village meeting. The proposal shall be adopted if eighty percent (80%) of all the Unit Owners in that Village approve of it at that meeting, voting either in person or by proxy.

**Section 25.6 - Delegation to Municipal Corporation.** By a vote of two-thirds of its Directors, one or more of the duties of the Master Association may be delegated by the Master Board to a municipal or quasi-municipal body, corporate and public, including but not limited to a tax district, provided such body agrees to accept and assume such duties. The assignment may, but need not, be pursuant to a lease of the Master or Village Common Elements, which lease may be executed upon such vote.

**Section 25.7 - Powers of Village Boards.** A Village Board shall have, in addition to the powers granted it under its Village Declaration, and subject to its limitations, any powers necessary to carry out duties assumed by the Village Association pursuant to Article 6 and Section 25.5 of this Master Declaration. Otherwise, a Village Board does not have any of the powers granted to Executive Boards under the Act.

## ARTICLE 26 Condemnation

If part or all of the common interest community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with C.G.S. Section 47-206.

## ARTICLE 27 Miscellaneous

**Section 27.1 - Captions.** The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

**Section 27.2 - Gender.** The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so requires.

**Section 27.3 - Waiver.** No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**Section 27.4 - Invalidity.** The invalidity of any provision of the Master Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Master Documents shall continue in full force and effect.

**Section 27.5 - Conflict.** The Master Documents and Village Documents are intended to comply with the requirements of the Act and Chapter 600 of the Connecticut General Statutes. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Master Declaration and any other Master Document or Village Document, this Master Declaration shall control.

## ARTICLE 28 Changes in Law

**Section 28.1 - Changes in the Act.** Certain provisions of the Master Declaration and the Master Bylaws repeat exactly or substantially the same rule or outcome in a particular instance as that required by the Act on the date the Master Declaration was recorded, or repeat the same rule which the Act would impose as a default rule if the Master Declaration or Master Bylaws were silent on that subject.

The Declarant anticipates the possibility that the Act will be amended from time to time to reflect contemporary thinking and experience regarding the structure and governance of common interest communities. The Declarant believes it is in the best interest of the Unit Owners of the Master Community that the Property might always be governed in accordance with the most current provisions of the Act, subject to the right in any particular case of the Unit Owners and the Master Board to vary that outcome by adopting a rule or amendment to the Master Declaration in the manner provided for such amendments.

Accordingly, this Section directs that, in the future and from time to time, in all instances where the Master Declaration or the Master Bylaws contain language that precisely or substantially tracks the Act on the date that the Master Declaration is recorded, the Master Declaration and the Master Bylaws shall be automatically amended in accordance with the amended cognate language of the Act which may be adopted by the General Assembly, unless the particular language of the Master Declaration or Master Bylaws, either as initially adopted or

BOOK 1174 PAGE 1050

as amended at any subsequent time by the Master Association, is substantially at variance with the amended text of the Act.

IN WITNESS WHEREOF, the Declarant has caused this Master Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

Signed, Sealed and Delivered in the Presence of:

SILVERSMITH HEIGHTS, LLC

Paul A. Juby  
PAUL A. JUBY

By: [Signature]  
Carl R. Kuehner, III  
Its Manager

Ellen M. Brandi  
Ellen M. Brandi

STATE OF CONNECTICUT ) DANBURY  
                                  ) ss. Wilton March 5, 1997  
COUNTY OF FAIRFIELD )

On this 5 day of March, 1997 before me, the undersigned officer, personally appeared CARL R. KUEHNER, III, Manager of Silversmith Heights, LLC and acknowledged the same to be his free act and deed and the free act and deed of said limited liability corporation.

Paul A. Juby  
Commissioner of the Superior Court  
Notary Public PAUL A. JUBY  
My Commission Expires:



LENDER CONSENT

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First Union Bank of Connecticut, holder of a first mortgage on the real estate comprising Sterling Woods as shown in its mortgage which appears of record, consents to the recordation of this Declaration.

WITNESSETH:

FIRST UNION BANK OF CONNECTICUT

By: Heidi S. DeWynge  
Its: Heidi S. DeWynge  
Vice President

STATE OF CONNECTICUT:

: ss. STAMFORD

COUNTY OF FAIRFIELD : [name of town]

March 5, 1997

Personally appeared Heidi S. DeWynge, as aforesaid, signer of the foregoing instrument, and acknowledged u.s. same to be her free act and deed as such Vice President and the free act and deed of said banking institution, before me.

Mercedes L. Springer  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires: \_\_\_\_\_  
MERCEDES L. SPRINGER  
Notary Public of Connecticut  
My Commission Expires Jan. 31, 1999

EXHIBIT 1  
PROPERTY DESCRIPTION OF STERLING WOODS

BY DEED AND MAP REFERENCE; SEE ALSO PERIMETER DESCRIPTION MAP ATTACHED

The property consists of the following 2 parcels:

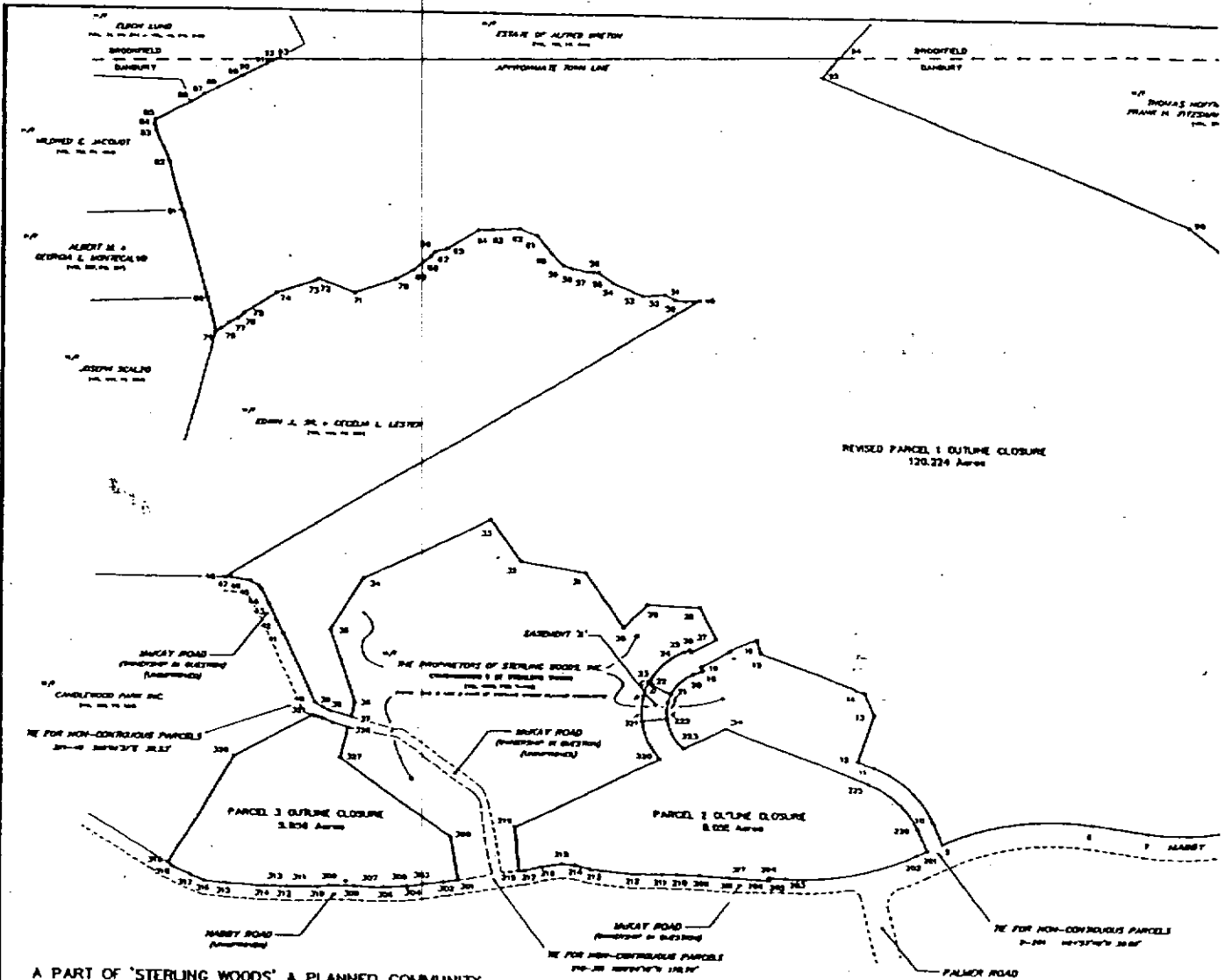
- 1) A certain piece or parcel of land located in the City of Danbury, County of Fairfield and State of Connecticut designated as Parcels 1, 2 & 3 at Sterling Woods and containing approximately 104.5020 acres as shown on a Map entitled "final Subdivision Map Showing Sterling Woods and Condominium 1 at Sterling Woods, Danbury, Connecticut, Scale - 1" = 100' Total Area: 137.423 acres dated Dec. 11, 1992, which Map is on file in the Danbury Town Clerk's Office as Map No. 9783 to which reference may be had; and
- 2) ALSO all that certain piece or parcel of land situated in the City of Danbury, County of Fairfield and State of Connecticut, shown and designated as "AREA IN DANBURY 34.633 ac" ON A CERTAIN MAP ENTITLED "MAP SHOWING PROPERTY OF ALFRED BRETON BUILDER, INC., NABBY ROAD/OLD SHERMAN TURNPIKE, BROOKFIELD/DANBURY, CONNECTICUT, SCALE 1" = 100', TOTAL AREA: 72.589 ac.", DATE: MAY 18, 1988 REVISED: JUNE 6, 1988, REVISED: MAY 15, 1992" certified as a Class A-2 Survey by Surveying Associates, P.C., 432 Main Street, Danbury, Conn., which map is on file in the Office of the Town Clerk of said City of Danbury as Map No. 9811, and to which map reference may be had for a more particular description of said premises.

TOGETHER WITH a variance increasing the height limit from fifty feet to ninety feet for the water tower dated October 27, 1988 and recorded in Volume 904 at page 505.

TOGETHER WITH a drainage easement reserved in a certain deed from Rosasco Realty Company, Inc. to mid-Fairfield council of camp fire girls, inc. Dated January 7, 1965 and recorded in volume 415 at page 442 and as assigned to Dancon Corporation in Volume 421 at page 592.

TOGETHER WITH a Non-Exclusive Access, Drainage and Utility Easement from the Proprietors of Sterling Woods, Inc. to Resolution Trust Corporation as Receiver of Danbury Federal Savings and Loan Association dated April 28, 1993 and recorded in Volume 1046 at Page 209 of the Danbury Land Records.

EXCEPTING THEREFROM all that certain piece or parcel of land containing five (5) acres shown and designated as "PARCEL A 5.000 ACRES" on a certain map entitled "RESUBDIVISION - PARCEL 1 OF STERLING WOODS, DANBURY CONNECTICUT PROPERTY OF PARCLIFF DEVELOPMENT ASSOCIATES DATED NOV. 17, 1994", prepared by Surveying Associates, P.C. which map is on file in the Danbury Town Clerk's office as Map No. 10075 to which reference may be had.



A PART OF 'STERLING WOODS' A PLANNED COMMUNITY

PARCEL 3 OUTLINE DESCRIPTION

PROPERTY LINE	BEARING	DISTANCE
301-302	N08°17'31"W	48.87'
302-303	N08°47'20"W	52.90'
303-304	N08°41'00"W	42.32'
304-305	N03°21'10"W	14.98'
305-306	N02°38'00"W	48.44'
306-307	N00°40'10"W	37.09'
307-308	N03°19'13"E	48.11'
308-309	N00°22'33"W	71.84'
309-310	N05°29'30"W	33.11'
310-311	N01°21'20"W	48.78'
311-312	N00°13'00"E	40.02'
312-313	N01°13'23"E	33.36'
313-314	N00°41'00"W	79.32'
314-315	N02°22'30"E	111.96'
315-316	N05°11'20"E	62.08'
316-317	N22°22'00"E	45.84'
317-318	N25°10'00"E	54.83'
318-319	N41°47'34"E	14.45'
319-320	S59°12'00"E	204.36'
320-321	S28°43'40"E	255.35'
321-322	S23°15'00"W	5.91'
322-323	S12°31'40"W	8.90'
323-324	S15°30'30"W	13.00'
324-325	S23°32'30"W	31.41'
325-326	S18°20'20"W	47.83'
326-327	N75°10'10"W	80.15'
327-328	S78°02'00"W	361.69'
328-301	S78°31'20"W	126.79'

A PART OF 'STERLING WOODS' A PLANNED COMMUNITY

PARCEL 2 OUTLINE DESCRIPTION

PROPERTY LINE	BEARING	DISTANCE
201-202	N1°57'40"W	34.40'
202-203	ROUND TO THE CURVE	A - 200.00' R - 800.00'
203-204	N0°25'43"E	48.44'
204-205	N8°24'15"E	8.87'
205-206	N0°29'00"E	8.71'
206-207	N0°23'30"E	82.86'
207-208	N0°40'10"E	33.67'
208-209	N0°27'40"E	87.33'
209-210	N0°27'10"E	82.07'
210-211	N0°28'00"E	43.20'
211-212	N0°43'10"W	80.16'
212-213	N0°43'10"W	122.01'
213-214	N1°28'30"E	44.68'
214-215	N0°20'40"E	38.68'
215-216	N0°13'42"W	38.81'
216-217	N1°28'00"W	30.45'
217-218	N0°28'00"W	16.45'
218-219	N8°23'34"E	130.00'
219-220	S70°30'00"E	464.30'
220-221	ROUND TO THE CURVE	A - 344.44' R - 202.50'
221-222	S07°20'37"E	70.00'
222-223	ROUND TO THE CURVE	A - 427.16' R - 132.50'
223-224	S70°30'00"E	136.72'
224-225	S70°30'00"E	451.08'
225-226	ROUND TO THE CURVE	A - 430.00' R - 250.00'
226-201	S81°22'20"W	88.83'

MAPPING NOTES

1. THIS SURVEY AND MAP HAVE BEEN PREPARED IN ACCORDANCE WITH SECTIONS 26, 26B AND 26C TO 26J OF THE REGULATIONS OF CONNECTICUT STATE AGING SERVICES - "MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ENFORCED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. IT IS A PORTION OF A PROPERTY SURVEY IN WHICH BOUNDARY DETERMINATION IS BASED UPON A DIFFERENT PRECISION CORRESPONDING TO NON-FEDERAL ACCURACY CLASS OF A-1 AND INTENDED TO BE USED FOR PROPERTY OUTLINE DESCRIPTION.

GENERAL NOTES

1. REFER TO MAP FILED THEREIN TO THE LATEST DECLARATION - SURVEY PROPERTY SURVEY - SHOWING STERLING WOODS A PLANNED COMMUNITY - 2470 NOV 1, 1998, PREPARED BY THIS OFFICE.

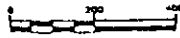


EXHIBIT 1 TO THE MASTER DECLARATION  
 PERIMETER DESCRIPTION MAP  
 SHOWING  
 "STERLING WOODS" A PLANNED COMMUNITY

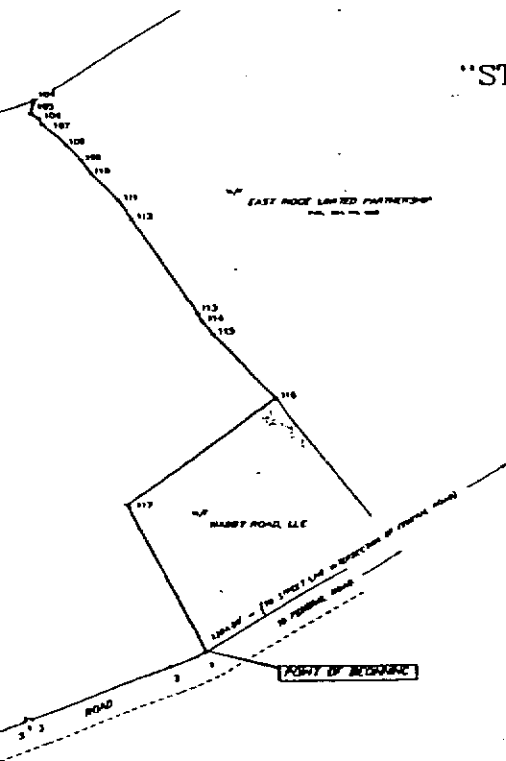
PROPERTY OF  
**SILVERSMITH HEIGHTS, LLC**  
 15 SILVERSMITH DRIVE - DANBURY, CONNECTICUT

SCALE: 1" = 200' TOTAL AREA: 134.135 Acres DATE: FEBRUARY 8, 1997

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS SHOWN HEREON.

*Robert Taylor*  
 PLAIN, IN FACIES, C.S. 8724

PREPARED BY  
**SURVEYING ASSOCIATES, P.C.**  
 433 MAIN STREET - DANBURY, CONNECTICUT



IN FAVOR OF "STERLING WOODS" A PLANNED COMMUNITY

EASEMENT 'A' DESCRIPTION

EASEMENT LINE	BEARING	DISTANCE
A-B	BEARING TO THE CENTER	A = 217.71' B = 203.20' C = 75.00'
A-C	BEARING TO THE CENTER	A = 123.20' B = 128.20' C = 45.20'
C-D	BEARING TO THE CENTER	12.42'
D-E	BEARING TO THE CENTER	80.00'
E-F	BEARING TO THE CENTER	A = 119.20' B = 118.00' C = 24.14'
F-G	BEARING TO THE CENTER	A = 217.71' B = 128.20' C = 45.20'
G-H	BEARING TO THE CENTER	78.00'

A PART OF "STERLING WOODS" A PLANNED COMMUNITY  
REVISED PARCEL 1 OUTLINE DESCRIPTION

PROPERTY LINE	BEARING	DISTANCE	PROPERTY LINE	BEARING	DISTANCE	PROPERTY LINE	BEARING	DISTANCE	
1-2 (CORNER TO THE ROAD)	S - 01°30'18" W	A = 930.00	1-25-30	41-42	N47°38'00"E	42.21'	80-81	N73°04'05"E	254.53'
2-3	N20°38'31"W	378.96'	42-43	N64°23'00"E	53.47'	81-82	N74°24'48"E	142.83'	
3-4	N10°33'20"E	12.25'	43-44	N60°37'30"E	46.31'	82-83	N67°08'28"E	98.24'	
4-5	N70°27'40"W	11.83'	44-45	N54°10'37"E	12.34'	83-84	N73°35'28"E	16.83'	
5-6	N0°38'31"W	187.33'	45-46	N0°14'00"E	24.80'	84-85	S67°40'31"E	13.11'	
6-7 (CORNER TO THE ROAD)	S - 28°37'35" W	A = 818.00	46-47	N08°32'20"E	55.04'	85-86	S27°48'43"E	111.98'	
7-8	N07°38'30"E	146.26'	47-48	N00°33'00"E	72.16'	86-87	S30°35'28"E	47.09'	
8-9 (CORNER TO THE LOT)	S - 31°36'18" W	A = 750.00	48-49	S31°08'10"E	1581.23'	87-88	S26°14'31"E	45.05'	
9-10	N63°02'20"E	88.63'	49-50	S10°29'24"E	41.05'	88-89	S27°31'77"E	23.67'	
10-11 (CORNER TO THE LOT)	S - 43°16'36" W	A = 300.00	50-51	N08°49'24"E	37.27'	89-90	S20°08'34"E	71.65'	
11-12	N20°00'00"E	30.89'	51-52	N12°29'44"E	32.10'	90-91	S28°09'28"E	23.65'	
12-13	S70°00'00"E	143.00'	52-53	N04°20'34"W	81.86'	91-92	S25°44'42"E	18.27'	
13-14	N63°00'00"E	70.00'	53-54	N22°38'34"E	93.97'	92-93	S29°33'30"E	10.70'	
14-15	N20°00'00"E	323.00'	54-55	N33°28'43"E	48.82'	93-94	S01°08'28"E	1624.49'	
15-16	N74°00'00"E	38.86'	55-56	N03°04'00"E	14.85'	94-95	N69°41'00"W	78.96'	
16-17 (CORNER TO THE LOT)	S - 17°02'00" W	A = 478.46	56-57	N00°47'00"E	14.48'	95-96	S21°11'00"W	132.29'	
17-18	N08°00'00"E	89.31'	57-58	N10°47'30"E	47.46'	96-97	S39°27'30"W	207.84'	
18-19	S61°33'00"W	13.22'	58-59	N16°18'23"E	24.79'	97-98	S46°54'33"W	31.85'	
19-20	N22°00'00"W	30.00'	59-60	N42°18'20"E	46.93'	98-99	S17°33'40"E	28.42'	
20-21 (CORNER TO THE LOT)	S - 41°00'00" W	A = 118.38	60-61	N50°10'28"E	63.74'	99-100	S29°33'00"E	43.81'	
21-22	N28°00'00"E	60.00'	61-62	N20°33'38"E	54.11'	100-101	S42°41'00"E	11.54'	
22-23	N63°33'08"E	13.42'	62-63	N07°33'35"E	77.58'	101-102	S42°22'30"E	24.27'	
23-24 (CORNER TO THE ROAD)	S - 34°16'36" W	A = 108.88	63-64	N01°04'00"E	42.43'	102-103	S48°31'30"E	18.23'	
24-25	S27°00'00"E	18.91'	64-65	N13°36'43"W	102.88'	103-104	S17°10'30"E	152.40'	
25-26	S61°33'00"W	2.37'	65-66	N13°36'43"W	36.80'	104-105	N73°27'20"W	23.13'	
26-27	S78°00'00"E	91.88'	66-67	N46°23'28"W	16.80'	105-106	S23°03'20"W	33.43'	
27-28	N61°33'00"E	102.53'	67-68	N38°34'14"W	24.03'	106-107	S38°18'30"W	16.70'	
28-29	N43°00'00"E	143.00'	68-69	N39°18'16"W	38.85'	107-108	S42°08'00"W	73.50'	
29-30	N43°00'00"W	85.00'	69-70	N28°13'33"E	52.06'	108-109	S45°29'40"W	56.21'	
30-31	N54°00'00"E	180.00'	70-71	N19°21'23"E	121.89'	109-110	S34°34'10"W	44.45'	
31-32	N09°00'00"E	180.00'	71-72	N20°21'25"E	110.12'	110-111	S44°27'30"W	82.44'	
32-33	N53°00'00"E	147.00'	72-73	N30°28'35"E	12.17'	111-112	S37°09'40"W	58.34'	
33-34	N26°00'00"E	396.00'	73-74	N16°27'40"E	114.82'	112-113	S37°08'20"W	283.03'	
34-35	N57°00'00"W	175.00'	74-75	N32°28'20"E	112.00'	113-114	S40°08'30"W	24.17'	
35-36	S71°30'00"W	224.31'	75-76	N39°08'06"E	22.42'	114-115	S31°20'40"W	42.10'	
36-37	N27°18'00"W	42.58'	76-77	N27°44'14"W	28.43'	115-116	S48°15'40"W	218.53'	
37-38	N14°49'30"E	64.62'	77-78	N36°24'43"W	27.65'	116-117	N33°00'00"W	458.89'	
38-39	N277°17'3"E	21.63'	78-79	N31°10'20"W	17.93'	117-1	S43°28'11"W	417.59'	
39-40	N28°51'00"E	25.53'	79-80	N73°01'14"E	87.88'				
40-41	N68°00'00"E	212.80'							

EXHIBIT 2 TO MASTER DECLARATION AND VILLAGE DECLARATIONS  
 TABLE OF ALLOCATED INTERESTS FOR UNITS AT STERLING WOODS

VILLAGE: THE OAKS

Building and Unit No.	Description of Unit	Declarant calculation of habitable area or lot size (s.f.)	Undivided share of Ownership of Village Common Elements	% Share of Village Common Expenses including Village Reserves	Fractional share of Master Common Expenses including reserves	Votes in the affairs of the Village Association	Votes in the affairs of the Master Association	Shares of Garage Unit Expenses
1001	Townhouse-B	1650	17.97%	17.97%	1/6th	1	1	n/a
1002	Townhouse-A	1288	14.06%	14.06%	1/6th	1	1	n/a
1003	Townhouse-B	1650	17.97%	17.97%	1/6th	1	1	n/a
1004	Townhouse-B	1650	17.97%	17.97%	1/6th	1	1	n/a
1005	Townhouse-A	1288	14.06%	14.06%	1/6th	1	1	n/a
1006	Townhouse-B	1650	17.97%	17.97%	1/6th	1	1	n/a

Building No. 1

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EXHIBIT 2 TO THE MASTER DECLARATION AND  
EXHIBIT B TO THE VILLAGE DECLARATIONS

TABLE OF ALLOCATED INTERESTS  
FOR UNITS AT STERLING WOODS

DECLARED RESIDENTIAL UNITS

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VILLAGE: THE BIRCHES

Street and Unit No.	Description of Unit	Declarant Calculated Habitable Area or Lot Size (s.f.)	Undivided % Share of Ownership of Village Common Elements	% Share of Village Common Expenses Including Village Reserves	Share of Expenses to Maintain Master Common Fractional Share of Master Common Expenses Including Reserves	Vote in the Affairs of the Village Association	Vote in the Affairs of the Master Association
Logging Trail Rd							
101	1 family lot	8,875	n/a	2%	1/358	1	1
102	1 family lot	8,273	n/a	2%	1/358	1	1
103	1 family lot	6,567	n/a	2%	1/358	1	1
104	1 family lot	6,000	n/a	2%	1/358	1	1
105	1 family lot	6,753	n/a	2%	1/358	1	1
106	1 family lot	6,967	n/a	2%	1/358	1	1
107	1 family lot	6,824	n/a	2%	1/358	1	1
108	1 family lot	7,662	n/a	2%	1/358	1	1
109	1 family lot	8,379	n/a	2%	1/358	1	1
110	1 family lot	9,303	n/a	2%	1/358	1	1
111	1 family lot	7,855	n/a	2%	1/358	1	1
112	1 family lot	7,248	n/a	2%	1/358	1	1
113	1 family lot	9,229	n/a	2%	1/358	1	1
114	1 family lot	12,028	n/a	2%	1/358	1	1
115	1 family lot	8,375	n/a	2%	1/358	1	1
116	1 family lot	13,097	n/a	2%	1/358	1	1
117	1 family lot	8,668	n/a	2%	1/358	1	1
118	1 family lot	6,528	n/a	2%	1/358	1	1
119	1 family lot	9,451	n/a	2%	1/358	1	1
120	1 family lot	15,000	n/a	2%	1/358	1	1
121	1 family lot	7,248	n/a	2%	1/358	1	1
122	1 family lot	15,000	n/a	2%	1/358	1	1
123	1 family lot	8,716	n/a	2%	1/358	1	1
124	1 family lot	20,036	n/a	2%	1/358	1	1
125	1 family lot	9,128	n/a	2%	1/358	1	1
126	1 family lot	24,407	n/a	2%	1/358	1	1
127	1 family lot	11,937	n/a	2%	1/358	1	1
128	1 family lot	20,663	n/a	2%	1/358	1	1
129	1 family lot	14,064	n/a	2%	1/358	1	1
130	1 family lot	13,934	n/a	2%	1/358	1	1
131	1 family lot	9,792	n/a	2%	1/358	1	1
132	1 family lot	9,910	n/a	2%	1/358	1	1
133	1 family lot	8,466	n/a	2%	1/358	1	1
134	1 family lot	9,559	n/a	2%	1/358	1	1
135	1 family lot	8,010	n/a	2%	1/358	1	1

DECLARED RESIDENTIAL UNITS

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VILLAGE: THE BIRCHES

Street and Unit No.	Description of Unit	Declarant Calculated Habitable Area or Lot Size (s.f.)	Undivided % Share of Ownership of Village Common Elements	% Share of Village Common Expenses Including Village Reserves	Share of Expenses to Maintain Master Common Fractional Share of Master Common Expenses Including Reserves	Vote in the Affairs of the Village Association	Vote in the Affairs of the Master Association
136	1 family lot	8,717	n/a	2%	1/358	1	1
138	1 family lot	11,327	n/a	2%	1/358	1	1
140	1 family lot	10,553	n/a	2%	1/358	1	1
142	1 family lot	7,051	n/a	2%	1/358	1	1
144	1 family lot	7,784	n/a	2%	1/358	1	1
Siversmith Drive							
102	1 family lot	8,477	n/a	2%	1/358	1	1
104	1 family lot	11,640	n/a	2%	1/358	1	1
106	1 family lot	10,506	n/a	2%	1/358	1	1
108	1 family lot	9,310	n/a	2%	1/358	1	1
110	1 family lot	10,082	n/a	2%	1/358	1	1
112	1 family lot	9,994	n/a	2%	1/358	1	1
114	1 family lot	10,142	n/a	2%	1/358	1	1
116	1 family lot	10,367	n/a	2%	1/358	1	1
118	1 family lot	9,157	n/a	2%	1/358	1	1
120	1 family lot	8,201	n/a	2%	1/358	1	1

EXHIBIT 2 TO THE MASTER DECLARATION  
AND EXHIBIT B TO THE ELMS VILLAGE DECLARATION

TABLE OF ALLOCATED INTERESTS  
FOR UNITS AT STERLING WOODS

DECLARED RESIDENTIAL UNITS

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VILLAGE: THE ELMS

Bldg. and Unit No.	Description of Unit	Declarant Calculated Habitable Area (s.f.)	Undivided % Share of Ownership of Village Common Elements	% Share of Village Common Expenses Including Village Reserves	Share of Expenses to Maintain Master Common Elements and Operate Master Association Including Master Reserves	Vote in the Affairs of the Village Association	Vote in the Affairs of the Master Association
Building No. 10:							
1001	Townhouse-B	1,650	1.91%	1.91%	1/358	1	1
1002	Townhouse-A	1,288	1.51%	1.51%	1/358	1	1
1003	Townhouse-B	1,650	1.91%	1.91%	1/358	1	1
1004	Townhouse-B	1,650	1.91%	1.91%	1/358	1	1
1005	Townhouse-A	1,288	1.51%	1.51%	1/358	1	1
1006	Townhouse-B	1,650	1.91%	1.91%	1/358	1	1
Building No. 11:							
1101	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
1102	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
1103	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
1104	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
1105	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
Building No. 12:							
1201	Townhouse-B	1,650	1.91%	1.91%	1/358	1	1
1202	Townhouse-A	1,288	1.51%	1.51%	1/358	1	1
1203	Townhouse-B	1,650	1.91%	1.91%	1/358	1	1
1204	Townhouse-A	1,288	1.51%	1.51%	1/358	1	1
1205	Townhouse-B	1,650	1.91%	1.91%	1/358	1	1
Building No. 13:							
1301	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
1302	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
1303	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
1304	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
1405	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
1306	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
Building No. 14:							
1401	Townhouse-B	1,650	1.91%	1.91%	1/358	1	1
1402	Townhouse-A	1,288	1.51%	1.51%	1/358	1	1
1403	Townhouse-B	1,650	1.91%	1.91%	1/358	1	1
1404	Townhouse-A	1,288	1.51%	1.51%	1/358	1	1
1405	Townhouse-B	1,650	1.91%	1.91%	1/358	1	1



DECLARED RESIDENTIAL UNITS

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VILLAGE: THE ELMS

Bldg. and Unit No.	Description of Unit	Declarant Calculated Habitable Area (s.f.)	Undivided % Share of Ownership of Village Common Elements	% Share of Village Common Expenses Including Village Reserves	Share of Expenses to Maintain Master Common Elements and Operate Master Association Including Master Reserves	Vote in the Affairs of the Village Association	Vote in the Affairs of the Master Association
<b>Building No. 15:</b>							
1501	Townhouse-D	2,320	2.69%	2.69%	1/358	1	1
1502	Townhouse-D	2,320	2.69%	2.69%	1/358	1	1
1503	Townhouse-D	2,320	2.69%	2.69%	1/358	1	1
1504	Townhouse-D	2,320	2.69%	2.69%	1/358	1	1
1505	Townhouse-D	2,320	2.69%	2.69%	1/358	1	1
<b>Building No. 16:</b>							
1601	Townhouse-B	1,650	1.91%	1.91%	1/358	1	1
1602	Townhouse-A	1,288	1.51%	1.51%	1/358	1	1
1603	Townhouse-B	1,650	1.91%	1.91%	1/358	1	1
1604	Townhouse-A	1,288	1.51%	1.51%	1/358	1	1
1605	Townhouse-B	1,650	1.91%	1.91%	1/358	1	1
<b>Building No. 17:</b>							
1701	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
1702	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
1703	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
1704	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
1705	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
<b>Building No. 18:</b>							
1801	Townhouse-B	1,650	1.91%	1.91%	1/358	1	1
1802	Townhouse-A	1,288	1.51%	1.51%	1/358	1	1
1803	Townhouse-B	1,650	1.91%	1.91%	1/358	1	1
<b>Building No. 19:</b>							
1901	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
1902	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
1903	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
1904	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1
1905	Townhouse-C	1,820	2.11%	2.11%	1/358	1	1

**EXHIBIT 2 TO THE MASTER DECLARATION  
AND EXHIBIT B TO THE MAPLES VILLAGE DECLARATION**

**TABLE OF ALLOCATED INTERESTS  
FOR UNITS AT STERLING WOODS**

**DECLARED RESIDENTIAL UNITS**

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**VILLAGE: THE MAPLES**

Bldg. and Unit No.	Description of Unit	Declarant Calculated Habitable Area (s.f.)	Undivided % Share of Ownership of Village Common Elements	% Share of Village Common Expenses Including Village Reserves	Share of Expenses to Maintain Master Common Elements and Operate Master Association Including Master Reserves	Vote in the Affairs of the Village Association	Vote in the Affairs of the Master Association	Share of Garage Unit Expenses
<b>Building No. 1:</b>								
1001	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
1002	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
1003	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
1004	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
1005	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
1006	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
<b>Building No. 2:</b>								
2001	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
2002	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
2003	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
2004	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
2005	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
2006	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
<b>Building No. 3:</b>								
3001	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
3002	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
3003	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
3004	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
3005	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
3006	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
<b>Building No. 4:</b>								
4001	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
4002	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
4003	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
4004	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
4005	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
<b>Building No. 5:</b>								
5001	Townhouse-H	1,750	1.31%	1.31%	1/358	1	1	N/A
5002	Townhouse-H	1,750	1.31%	1.31%	1/358	1	1	N/A
5003	Townhouse-J	1,550	1.16%	1.16%	1/358	1	1	N/A
5004	Townhouse-J	1,550	1.16%	1.18%	1/358	1	1	N/A
5005	Townhouse-H	1,750	1.31%	1.31%	1/358	1	1	N/A
5006	Townhouse-H	1,750	1.31%	1.31%	1/358	1	1	N/A

## DECLARED RESIDENTIAL UNITS

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## VILLAGE: THE MAPLES

Bldg. and Unit No.	Description of Unit	Declarant Calculated Habitable Area (s.f.)	Undivided % Share of Ownership of Village Common Elements	% Share of Village Common Expenses Including Village Reserves	Share of Expenses to Maintain Master Common Elements and Operate Master Association Including Master Reserves	Vote in the Affairs of the Village Association	Vote in the Affairs of the Master Association	Share of Garage Unit Expenses
Building No. 6:								
6001	Townhouse-H	1,750	1.31%	1.31%	1/358	1	1	N/A
6002	Townhouse-H	1,750	1.31%	1.31%	1/358	1	1	N/A
6003	Townhouse-J	1,550	1.16%	1.16%	1/358	1	1	N/A
6004	Townhouse-J	1,550	1.16%	1.16%	1/358	1	1	N/A
6005	Townhouse-H	1,750	1.31%	1.31%	1/358	1	1	N/A
6006	Townhouse-H	1,750	1.31%	1.31%	1/358	1	1	N/A
Building No. 7:								
7001	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
7002	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
7003	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
7004	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
7005	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
7006	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
Building No. 12:								
1201	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
1202	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
1203	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
1204	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
Building No. 13:								
1301	Townhouse-C	1,820	1.36%	1.36%	1/358	1	1	N/A
1302	Townhouse-C	1,820	1.36%	1.36%	1/358	1	1	N/A
1303	Townhouse-C	1,820	1.36%	1.36%	1/358	1	1	N/A
1304	Townhouse-C	1,820	1.36%	1.36%	1/358	1	1	N/A
1305	Townhouse-C	1,820	1.36%	1.36%	1/358	1	1	N/A
1306	Townhouse-C	1,820	1.36%	1.36%	1/358	1	1	N/A
Building No. 14:								
1401	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
1402	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
1403	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
1404	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
Building No. 15:								
1501	Townhouse-C	1,820	1.36%	1.36%	1/358	1	1	N/A
1502	Townhouse-C	1,820	1.36%	1.36%	1/358	1	1	N/A
1503	Townhouse-C	1,820	1.36%	1.36%	1/358	1	1	N/A
1504	Townhouse-C	1,820	1.36%	1.36%	1/358	1	1	N/A
1505	Townhouse-C	1,820	1.36%	1.36%	1/358	1	1	N/A
1506	Townhouse-C	1,820	1.36%	1.36%	1/358	1	1	N/A

DECLARED RESIDENTIAL UNITS

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VILLAGE: THE MAPLES

Bldg. and Unit No.	Description of Unit	Declarant Calculated Habitable Area (s.f.)	Undivided % Share of Ownership of Village Common Elements	% Share of Village Common Expenses Including Village Reserves	Share of Expenses to Maintain Master Common Elements and Operate Master Association Including Master Reserves	Vote in the Affairs of the Village Association	Vote in the Affairs of the Master Association	Share of Garage Unit Expenses
Building No. 16:								
1601	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
1602	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
1603	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
1604	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
1605	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
1606	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
Building No. 17:								
1701	Townhouse-C	1,820	1.36%	1.36%	1/358	1	1	N/A
1702	Townhouse-C	1,820	1.36%	1.36%	1/358	1	1	N/A
1703	Townhouse-C	1,820	1.36%	1.36%	1/358	1	1	N/A
1704	Townhouse-C	1,820	1.36%	1.36%	1/358	1	1	N/A
1705	Townhouse-C	1,820	1.36%	1.36%	1/358	1	1	N/A
1706	Townhouse-C	1,820	1.36%	1.36%	1/358	1	1	N/A
Building No. 18:								
1801	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
1802	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
1803	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
1804	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
1805	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
1806	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
Building No. 19:								
1901	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
1902	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
1903	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
1904	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A
1905	Townhouse-A	1,288	0.98%	0.98%	1/358	1	1	N/A
1906	Townhouse-B	1,650	1.23%	1.23%	1/358	1	1	N/A

DECLARED GARAGE UNITS

5001G	Garage	N/A	N/A	N/A	N/A	N/A	N/A	1/12
5002G	Garage	N/A	N/A	N/A	N/A	N/A	N/A	1/12
5003G	Garage	N/A	N/A	N/A	N/A	N/A	N/A	1/12
5004G	Garage	N/A	N/A	N/A	N/A	N/A	N/A	1/12
5005G	Garage	N/A	N/A	N/A	N/A	N/A	N/A	1/12
5006G	Garage	N/A	N/A	N/A	N/A	N/A	N/A	1/12
6001G	Garage	N/A	N/A	N/A	N/A	N/A	N/A	1/12
6002G	Garage	N/A	N/A	N/A	N/A	N/A	N/A	1/12
6003G	Garage	N/A	N/A	N/A	N/A	N/A	N/A	1/12
6004G	Garage	N/A	N/A	N/A	N/A	N/A	N/A	1/12
6005G	Garage	N/A	N/A	N/A	N/A	N/A	N/A	1/12
6006G	Garage	N/A	N/A	N/A	N/A	N/A	N/A	1/12

EXHIBIT 2 TO THE MASTER DECLARATION  
AND EXHIBIT B TO THE OAKS VILLAGE DECLARATION

TABLE OF ALLOCATED INTERESTS  
FOR UNITS AT STERLING WOODS

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DECLARED RESIDENTIAL UNITS

VILLAGE: THE OAKS

Bldg. and Unit No.	Description of Unit	Declarant Calculated Habitable Area (s.f.)	Undivided % Share of Ownership of Village Common Elements	% Share of Village Common Expenses Including Village Reserves	Share of Expenses to Maintain Master Common Elements and Operate Master Association Including Master Reserves	Vote in the Affairs of the Village Association	Vote in the Affairs of the Master Association
<b>Building No. 1:</b>							
1001	Townhouse-B	1,650	2.42%	2.42%	1/358	1	1
1002	Townhouse-A	1,288	1.88%	1.88%	1/358	1	1
1003	Townhouse-B	1,650	2.42%	2.42%	1/358	1	1
1004	Townhouse-B	1,650	2.42%	2.42%	1/358	1	1
1005	Townhouse-A	1,288	1.88%	1.88%	1/358	1	1
1008	Townhouse-B	1,650	2.42%	2.42%	1/358	1	1
<b>Building No. 2:</b>							
2001	Townhouse-B	1,650	2.42%	2.42%	1/358	1	1
2002	Townhouse-A	1,288	1.88%	1.88%	1/358	1	1
2003	Townhouse-B	1,650	2.42%	2.42%	1/358	1	1
2004	Townhouse-B	1,650	2.42%	2.42%	1/358	1	1
2005	Townhouse-A	1,288	1.88%	1.88%	1/358	1	1
2006	Townhouse-B	1,650	2.42%	2.42%	1/358	1	1
<b>Building No. 3:</b>							
3001	Townhouse-C	1,820	2.67%	2.67%	1/358	1	1
3002	Townhouse-C	1,820	2.67%	2.67%	1/358	1	1
3003	Townhouse-C	1,820	2.67%	2.67%	1/358	1	1
3004	Townhouse-C	1,820	2.67%	2.67%	1/358	1	1
3005	Townhouse-C	1,820	2.67%	2.67%	1/358	1	1
<b>Building No. 4:</b>							
4001	Townhouse-C	1,820	2.67%	2.67%	1/358	1	1
4002	Townhouse-C	1,820	2.67%	2.67%	1/358	1	1
4003	Townhouse-C	1,820	2.67%	2.67%	1/358	1	1
4004	Townhouse-C	1,820	2.67%	2.67%	1/358	1	1
4005	Townhouse-C	1,820	2.67%	2.67%	1/358	1	1

## DECLARED RESIDENTIAL UNITS

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## VILLAGE: THE OAKS

Bldg. and Unit No.	Description of Unit	Declarant Calculated Habitable Area (s.f.)	Undivided % Share of Ownership of Village Common Elements	% Share of Village Common Expenses Including Village Reserves	Share of Expenses to Maintain Master Common Elements and Operate Master Association Including Master Reserves	Vote in the Affairs of the Village Association	Vote in the Affairs of the Master Association
Building No. 5:							
5001	Townhouse-C	1,820	2.67%	2.67%	1/358	1	1
5002	Townhouse-C	1,820	2.67%	2.67%	1/358	1	1
5003	Townhouse-C	1,820	2.67%	2.67%	1/358	1	1
5004	Townhouse-C	1,820	2.67%	2.67%	1/358	1	1
5005	Townhouse-C	1,820	2.67%	2.67%	1/358	1	1
Building No. 6:							
6001	Townhouse-B	1,650	2.42%	2.42%	1/358	1	1
6002	Townhouse-A	1,288	1.88%	1.88%	1/358	1	1
6003	Townhouse-A	1,288	1.88%	1.88%	1/358	1	1
6004	Townhouse-B	1,650	2.42%	2.42%	1/358	1	1
Building No. 7:							
7001	Townhouse-B	1,650	2.42%	2.42%	1/358	1	1
7002	Townhouse-A	1,288	1.88%	1.88%	1/358	1	1
7003	Townhouse-B	1,650	2.42%	2.42%	1/358	1	1
7004	Townhouse-A	1,288	1.88%	1.88%	1/358	1	1
7005	Townhouse-B	1,650	2.42%	2.42%	1/358	1	1
Building No. 8:							
8001	Townhouse-B	1,650	2.42%	2.42%	1/358	1	1
8002	Townhouse-A	1,288	1.88%	1.88%	1/358	1	1
8003	Townhouse-B	1,650	2.42%	2.42%	1/358	1	1
8004	Townhouse-B	1,650	2.42%	2.42%	1/358	1	1
8005	Townhouse-A	1,288	1.88%	1.88%	1/358	1	1
8006	Townhouse-B	1,650	2.42%	2.42%	1/358	1	1

EXHIBIT 2 TO THE MASTER DECLARATION  
AND EXHIBIT B TO THE VILLAGE DECLARATIONS

TABLE OF ALLOCATED INTERESTS  
FOR UNITS AT STERLING WOODS

DECLARED RESIDENTIAL UNITS

VOL. 1313 PAGE 1005

VILLAGE: THE SUMMIT

Bldg. and Unit No.	Description of Unit	Declared Calculated Habitable Area (s.f.)	Undivided % Share of Ownership of Village Common Elements	% Share of Village Common Expenses Including Village Reserves	Share of Expenses to Maintain Master Common Elements and Operate Master Association Including Master Reserves	Vote In the Affairs of the Village Association	Vote In the Affairs of the Master Association
<b>Building No. 10:</b>							
1001	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
1002	Townhouse-A	1,288	1.18%	1.18%	1/358	1	1
1003	Townhouse-A	1,288	1.18%	1.18%	1/358	1	1
1004	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
<b>Building No. 11:</b>							
1101	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
1102	Townhouse-A	1,288	1.18%	1.18%	1/358	1	1
1103	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
1104	Townhouse-A	1,288	1.18%	1.18%	1/358	1	1
1105	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
<b>Building No. 12:</b>							
1201	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
1202	Townhouse-A	1,288	1.18%	1.18%	1/358	1	1
1203	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
1204	Townhouse-A	1,288	1.18%	1.18%	1/358	1	1
1205	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
<b>Building No. 13:</b>							
1301	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
1302	Townhouse-A	1,288	1.18%	1.18%	1/358	1	1
1303	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
1304	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
1305	Townhouse-A	1,288	1.18%	1.18%	1/358	1	1
1306	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1

DECLARED RESIDENTIAL UNITS

VILLAGE: THE SUMMIT

Bldg. and Unit No.	Description of Unit	Declarant Calculated Habitable Area (s.f.)	Undivided % Share of Ownership of Village Common Elements	% Share of Village Common Expenses Including Village Reserves	Share of Expenses to Maintain Master Common Elements and Operate Master Association Including Master Reserves	Vote in the Affairs of the Village Association	Vote in the Affairs of the Master Association
Building No. 14:							
1401	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
1402	Townhouse-A	1,288	1.18%	1.18%	1/358	1	1
1403	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
1404	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
1405	Townhouse-A	1,288	1.18%	1.18%	1/358	1	1
1406	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
Building No. 15:							
1501	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
1502	Townhouse-A	1,288	1.18%	1.18%	1/358	1	1
1503	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
1504	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
1505	Townhouse-A	1,288	1.18%	1.18%	1/358	1	1
1506	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
Building No. 16:							
1601	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
1602	Townhouse-A	1,288	1.18%	1.18%	1/358	1	1
1603	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
1604	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
1605	Townhouse-A	1,288	1.18%	1.18%	1/358	1	1
1606	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
Building No. 17:							
1701	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
1702	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
1703	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
1704	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
1705	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
1706	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1

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DECLARED RESIDENTIAL UNITS

VILLAGE: THE SUMMIT

Bldg. and Unit No.	Description of Unit	Declarant Calculated Habitable Area (s.f.)	Undivided % Share of Ownership of Village Common Elements	% Share of Village Common Expenses Including Village Reserves	Share of Expenses to Maintain Master Common Elements and Operate Master Association Including Master Reserves	Vote in the Affairs of the Village Association	Vote in the Affairs of the Master Association
<b>Building No. 18:</b>							
1801	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
1802	Townhouse-A	1,288	1.18%	1.18%	1/358	1	1
1803	Townhouse-A	1,288	1.18%	1.18%	1/358	1	1
1804	Townhouse-B	1,650	1.48%	1.48%	1/358	1	1
<b>Building No. 19:</b>							
1901	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
1902	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
1903	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
1904	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
1905	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
1906	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
<b>Building No. 21:</b>							
2101	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
2102	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
2103	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
2104	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
2105	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
2106	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
<b>Building No. 23:</b>							
2301	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
2302	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
2303	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
2304	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
2305	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
<b>Building No. 25:</b>							
2501	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
2502	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1
2503	Townhouse-C	1,820	1.64%	1.64%	1/358	1	1

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EXHIBIT 2 TO THE MASTER DECLARATION  
AND EXHIBIT B TO THE VILLAGE DECLARATIONS

TABLE OF ALLOCATED INTERESTS  
FOR UNITS AT STERLING WOODS

DECLARED RESIDENTIAL UNITS

VOL. 1313 PAGE 1008

VILLAGE: THE WILLOWS

Bldg. and Unit No.	Description of Unit	Declarant Calculated Habitable Area (s.f.)	Undivided % Share of Ownership of Village Common Elements	% Share of Village Common Expenses Including Village Reserves	Share of Expenses to Maintain Master Common Elements and Operate Master Association Including Master Reserves	Vote in the Affairs of the Village Association	Vote in the Affairs of the Master Association
<b>Building No. 10:</b>							
1001	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1002	Townhouse-A	1,288	1.25%	1.25%	1/358	1	1
1003	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1004	Townhouse-A	1,288	1.25%	1.25%	1/358	1	1
1005	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
<b>Building No. 11:</b>							
1101	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1102	Townhouse-A	1,288	1.25%	1.25%	1/358	1	1
1103	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1104	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1105	Townhouse-A	1,288	1.25%	1.25%	1/358	1	1
1106	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
<b>Building No. 12:</b>							
1201	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1202	Townhouse-A	1,288	1.25%	1.25%	1/358	1	1
1203	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1204	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1205	Townhouse-A	1,288	1.25%	1.25%	1/358	1	1
1206	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
<b>Building No. 13:</b>							
1301	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1302	Townhouse-A	1,288	1.25%	1.25%	1/358	1	1
1303	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1304	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1305	Townhouse-A	1,288	1.25%	1.25%	1/358	1	1
1306	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1

EXHIBIT 2 TO THE MASTER DECLARATION  
AND EXHIBIT B TO THE VILLAGE DECLARATIONS

TABLE OF ALLOCATED INTERESTS  
FOR UNITS AT STERLING WOODS

DECLARED RESIDENTIAL UNITS

VOL. 1313 PAGE 1009

VILLAGE: THE WILLOWS

Bldg. and Unit No.	Description of Unit	Declarant Calculated Habitable Area (s.f.)	Undivided % Share of Ownership of Village Common Elements	% Share of Village Common Expenses Including Village Reserves	Share of Expenses to Maintain Master Common Elements and Operate Master Association Including Master Reserves	Vote in the Affairs of the Village Association	Vote in the Affairs of the Master Association
<b>Building No. 14:</b>							
1401	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
1402	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
1403	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
1404	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
1405	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
1406	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
<b>Building No. 15:</b>							
1501	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1502	Townhouse-A	1,288	1.25%	1.25%	1/358	1	1
1503	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1504	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1505	Townhouse-A	1,288	1.25%	1.25%	1/358	1	1
1506	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
<b>Building No. 16:</b>							
1601	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
1602	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
1603	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
1604	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
1605	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
1606	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
<b>Building No. 17:</b>							
1701	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1702	Townhouse-A	1,288	1.25%	1.25%	1/358	1	1
1703	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1704	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1705	Townhouse-A	1,288	1.25%	1.25%	1/358	1	1
1706	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1

**EXHIBIT 2 TO THE MASTER DECLARATION  
AND EXHIBIT B TO THE VILLAGE DECLARATIONS**

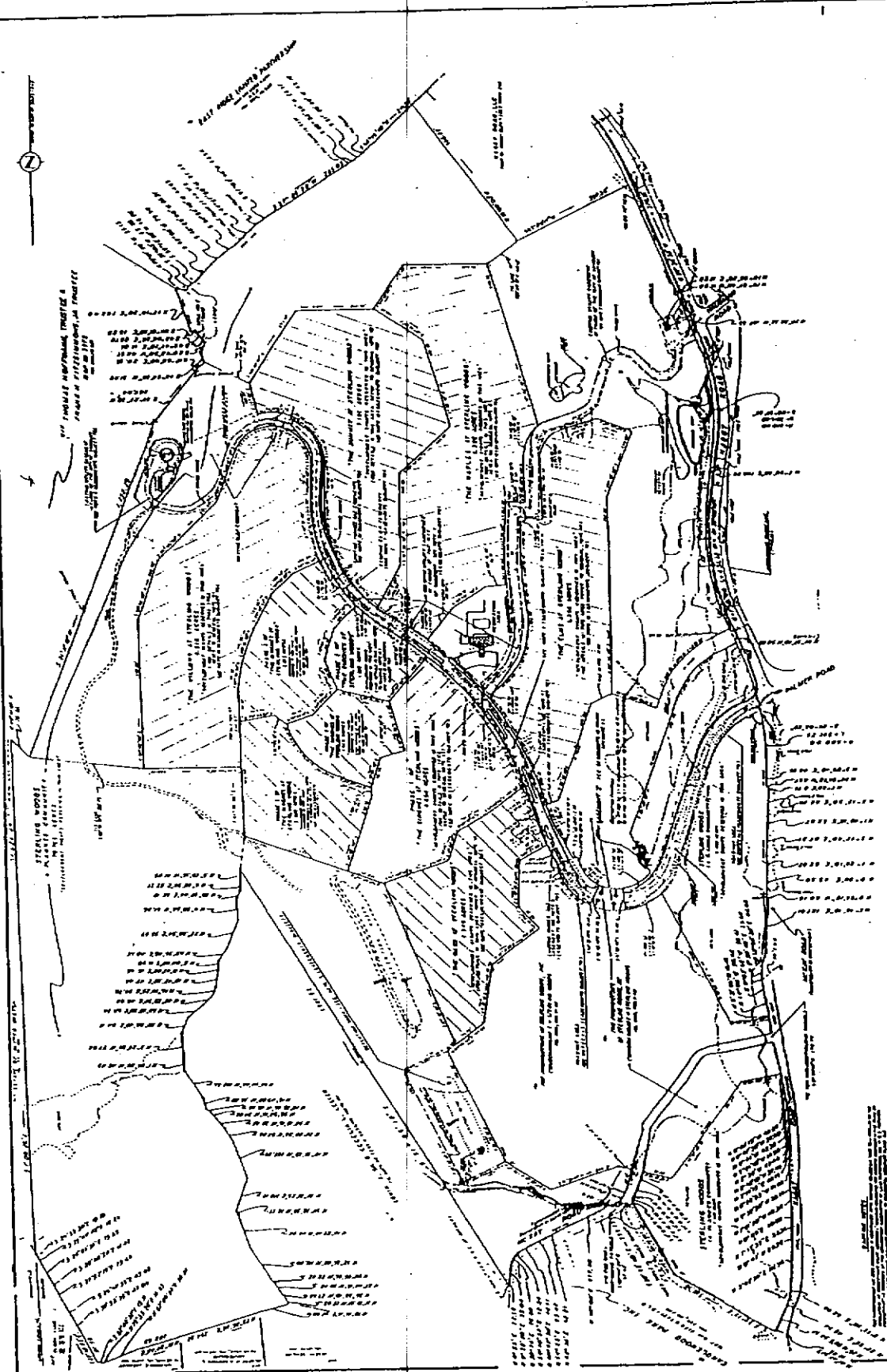
**TABLE OF ALLOCATED INTERESTS  
FOR UNITS AT STERLING WOODS**

**DECLARED RESIDENTIAL UNITS**

VOL. 1313 PAGE 1010

**VILLAGE: THE WILLOWS**

Bldg. and Unit No.	Description of Unit	Declarant Calculated Habitable Area (s.f.)	Undivided % Share of Ownership of Village Common Elements	% Share of Village Common Expenses Including Village Reserves	Share of Expenses to Maintain Master Common Elements and Operate Master Association Including Master Reserves	Vote in the Affairs of the Village Association	Vote in the Affairs of the Master Association
<b>Building No. 18:</b>							
1801	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
1802	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
1803	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
1804	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
1805	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
<b>Building No. 19:</b>							
1901	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1902	Townhouse-A	1,288	1.25%	1.25%	1/358	1	1
1903	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
1904	Townhouse-A	1,288	1.25%	1.25%	1/358	1	1
1905	Townhouse-B	1,650	1.60%	1.60%	1/358	1	1
<b>Building No. 20:</b>							
2001	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
2002	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
2003	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
2004	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
2005	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1
2006	Townhouse-C	1,820	1.78%	1.78%	1/358	1	1



PREPARED BY THE SURVEYOR  
**MASTER PROPERTY SURVEY**  
 PREPARED FOR  
**STERLING HEIGHTS**  
 (SILVERSMITH HEIGHTS)  
 GARDNER, CONNECTICUT  
 PREPARED FOR  
**SILVERSMITH HEIGHTS, LLC**  
 11111 SILVERSMITH HEIGHTS DRIVE, SUITE 100  
 GARDNER, CONNECTICUT 06032-1111  
 DATE: 11/11/11  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT SURVEYING ACT, CHAP. 56-207, AS AMENDED, AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, CONNECTICUT. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE DEEDS AND PLATS OF THE TOWN OF GARDNER, CONNECTICUT, AND HAS FOUND NO RECORDS OF ANY INTERESTS IN THE PROPERTY SURVEYED. THE SURVEYOR HAS ALSO REVIEWED THE RECORDS OF THE DEEDS AND PLATS OF THE TOWN OF GARDNER, CONNECTICUT, AND HAS FOUND NO RECORDS OF ANY INTERESTS IN THE PROPERTY SURVEYED. THE SURVEYOR HAS ALSO REVIEWED THE RECORDS OF THE DEEDS AND PLATS OF THE TOWN OF GARDNER, CONNECTICUT, AND HAS FOUND NO RECORDS OF ANY INTERESTS IN THE PROPERTY SURVEYED.

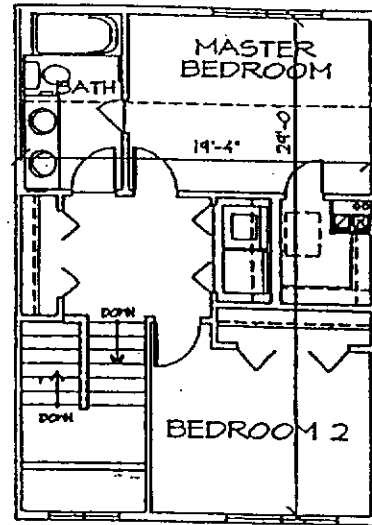
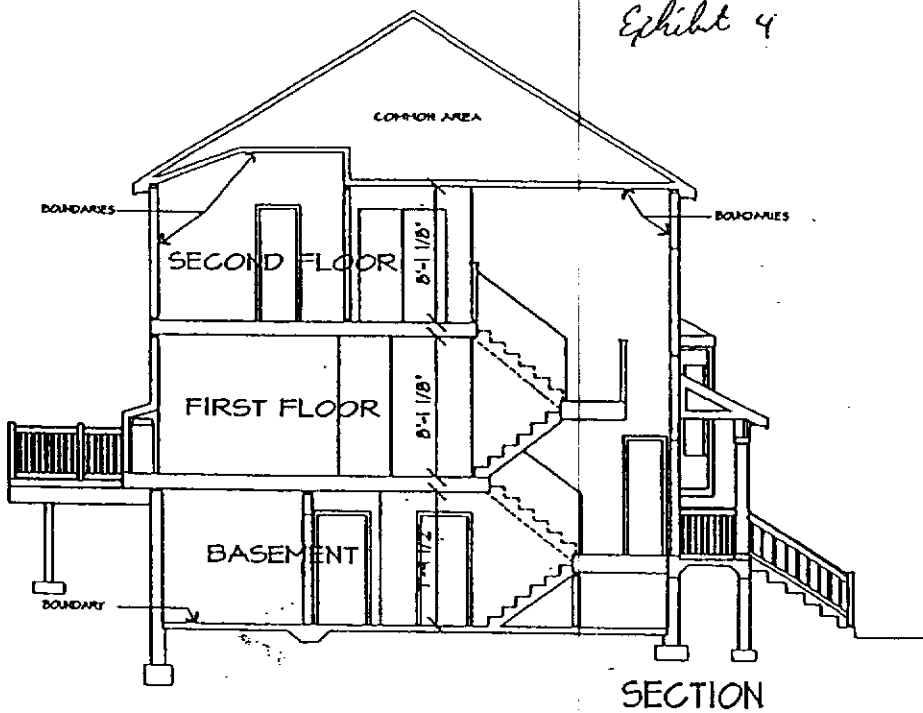
THE SURVEYOR HAS REVIEWED THE RECORDS OF THE DEEDS AND PLATS OF THE TOWN OF GARDNER, CONNECTICUT, AND HAS FOUND NO RECORDS OF ANY INTERESTS IN THE PROPERTY SURVEYED. THE SURVEYOR HAS ALSO REVIEWED THE RECORDS OF THE DEEDS AND PLATS OF THE TOWN OF GARDNER, CONNECTICUT, AND HAS FOUND NO RECORDS OF ANY INTERESTS IN THE PROPERTY SURVEYED. THE SURVEYOR HAS ALSO REVIEWED THE RECORDS OF THE DEEDS AND PLATS OF THE TOWN OF GARDNER, CONNECTICUT, AND HAS FOUND NO RECORDS OF ANY INTERESTS IN THE PROPERTY SURVEYED.



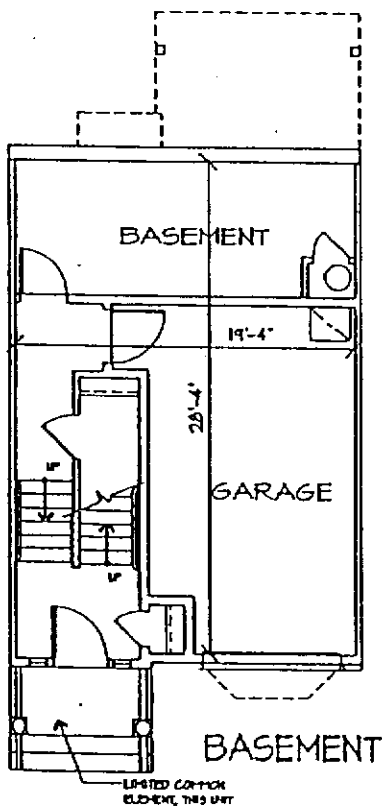


Exhibit 4

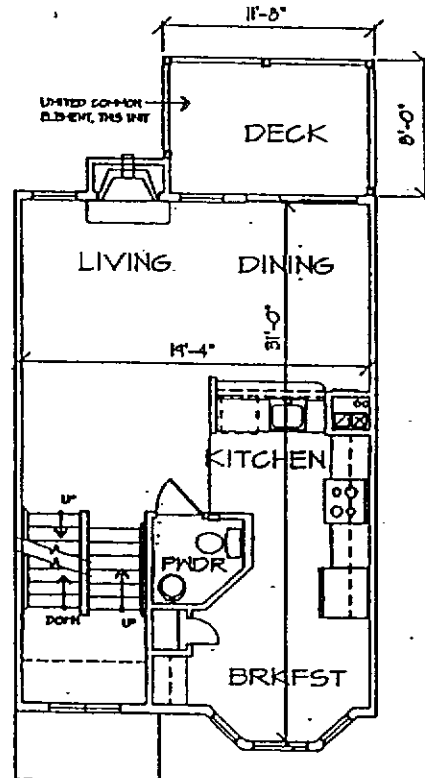
BOOK 1174 PAGE 1058



SECOND FLOOR



BASEMENT



FIRST FLOOR

UNIT-A (AREA = 1,288 S.F.)

THE OAKS AT STERLING WOODS

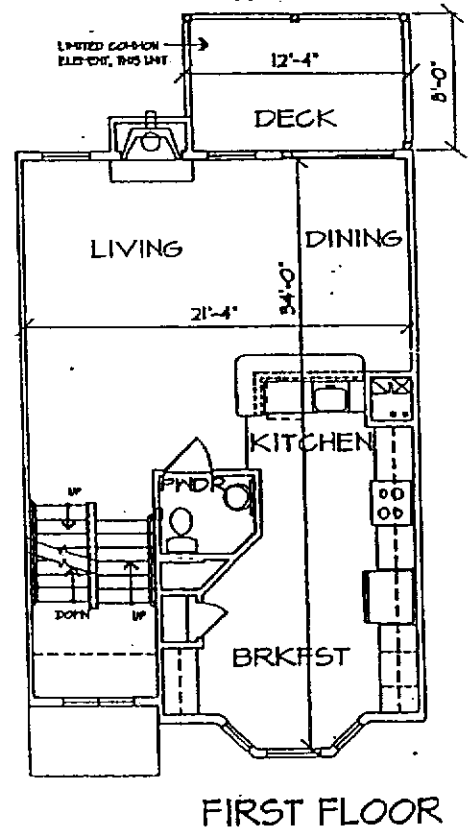
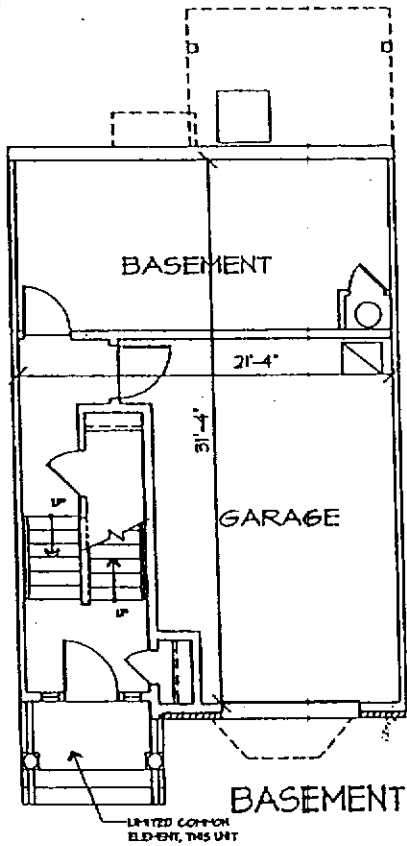
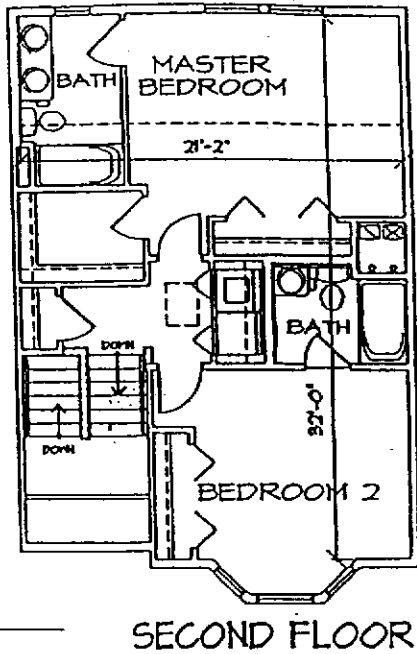
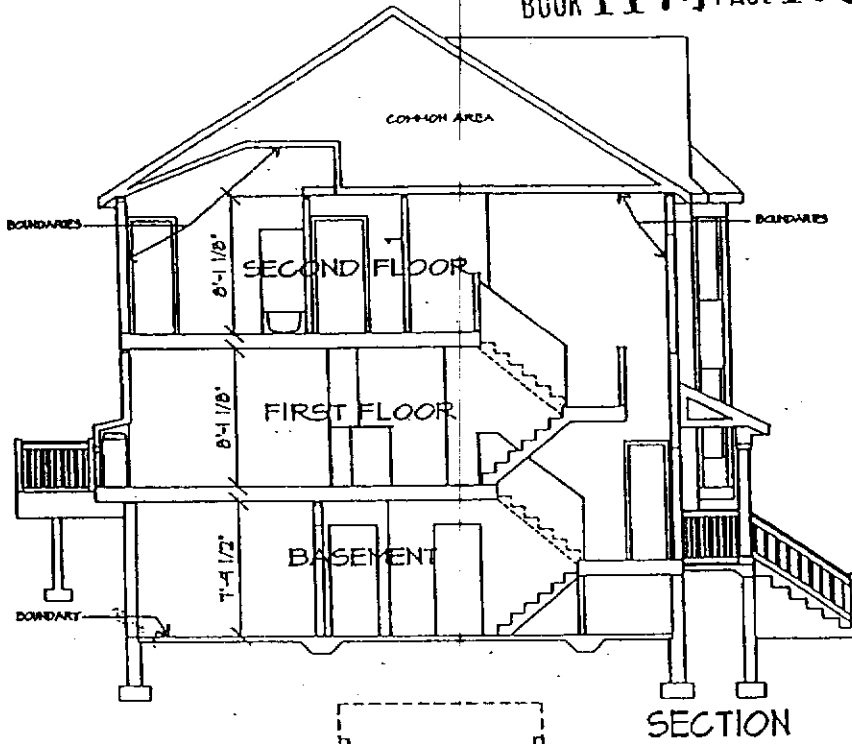


EDI ARCHITECTURE  
 3731 BRIARPARK DRIVE, SUITE 300  
 HOUSTON, TEXAS 77042  
 (713) 764-0345  
 TEXAS · CALIFORNIA · NEW YORK

NOTE:

1. THE TOTAL AREA AS CALCULATED BY DECLARANT EXCLUDES THE GARAGE, BUT INCLUDES THE AREA LABELED "BASEMENT", ROUNDED TO THE NEAREST SQUARE FOOT; AND
2. THE BOUNDARIES OF THIS UNIT ARE THE INNER SURFACES OF ITS PERIMETER WALLS, FLOORS AND CEILINGS.





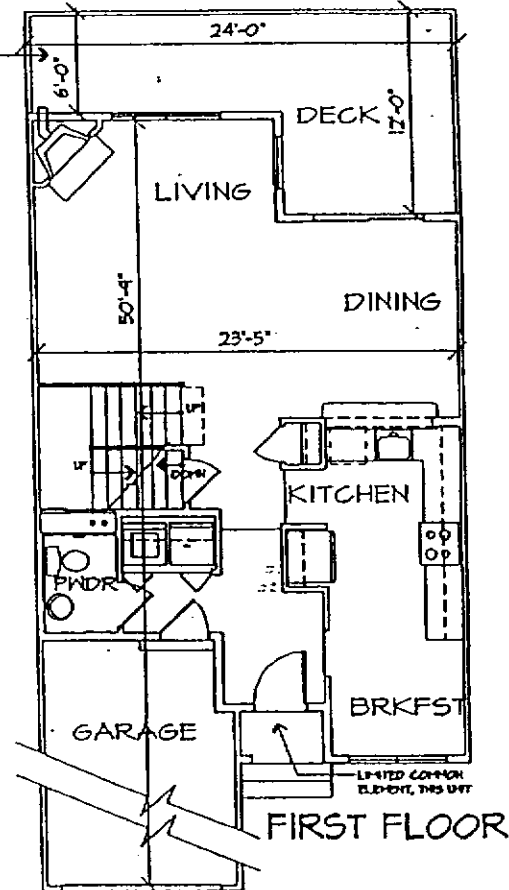
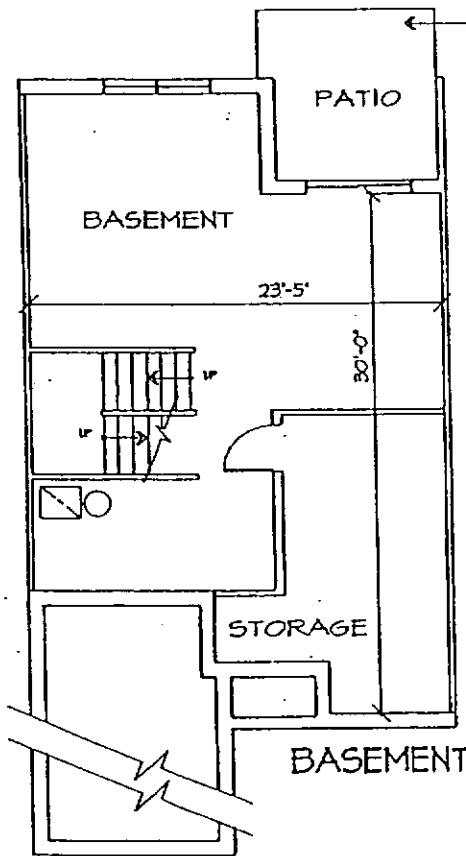
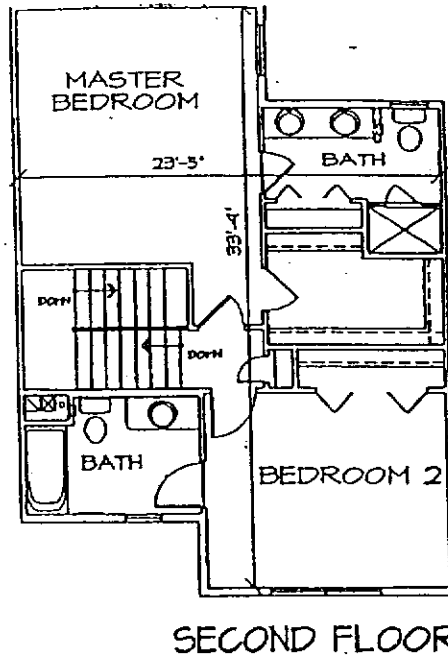
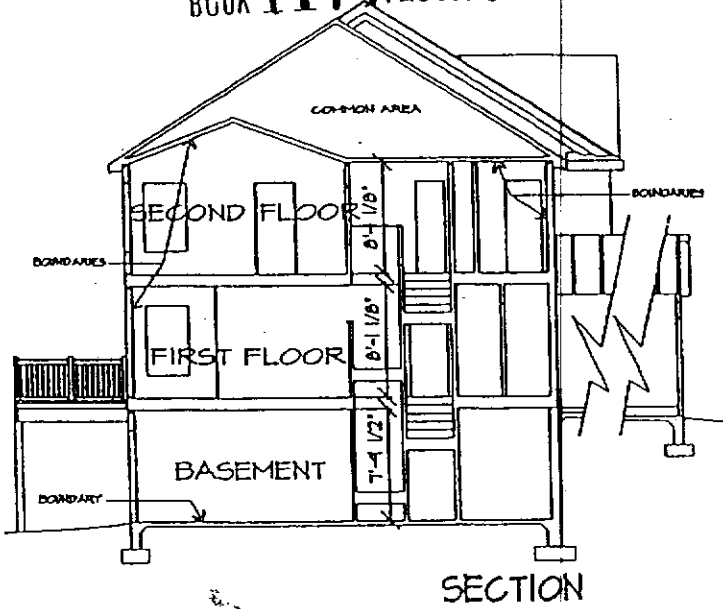
UNIT-B (AREA = 1,650 S.F.)

THE OAKS AT STERLING WOODS



EDI ARCHITECTURE  
 3731 BRIARPARK DRIVE, SUITE 300  
 HOUSTON, TEXAS 77042  
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- NOTE:
1. THE TOTAL AREA, AS CALCULATED BY DECLARANT EXCLUDES THE GARAGE, BUT INCLUDES THE AREA LABELED "BASEMENT", ROUNDED TO THE NEAREST SQUARE FOOT; AND
  2. THE BOUNDARIES OF THIS UNIT ARE THE INNER SURFACES OF ITS PERIMETER WALLS, FLOORS AND CEILINGS.



\* INCLUDES OPTIONAL FINISHED LOWER LEVEL OF 400 S.F.

UNIT-C (AREA = 1,820 S.F.) \*

THE OAKS AT STERLING WOODS



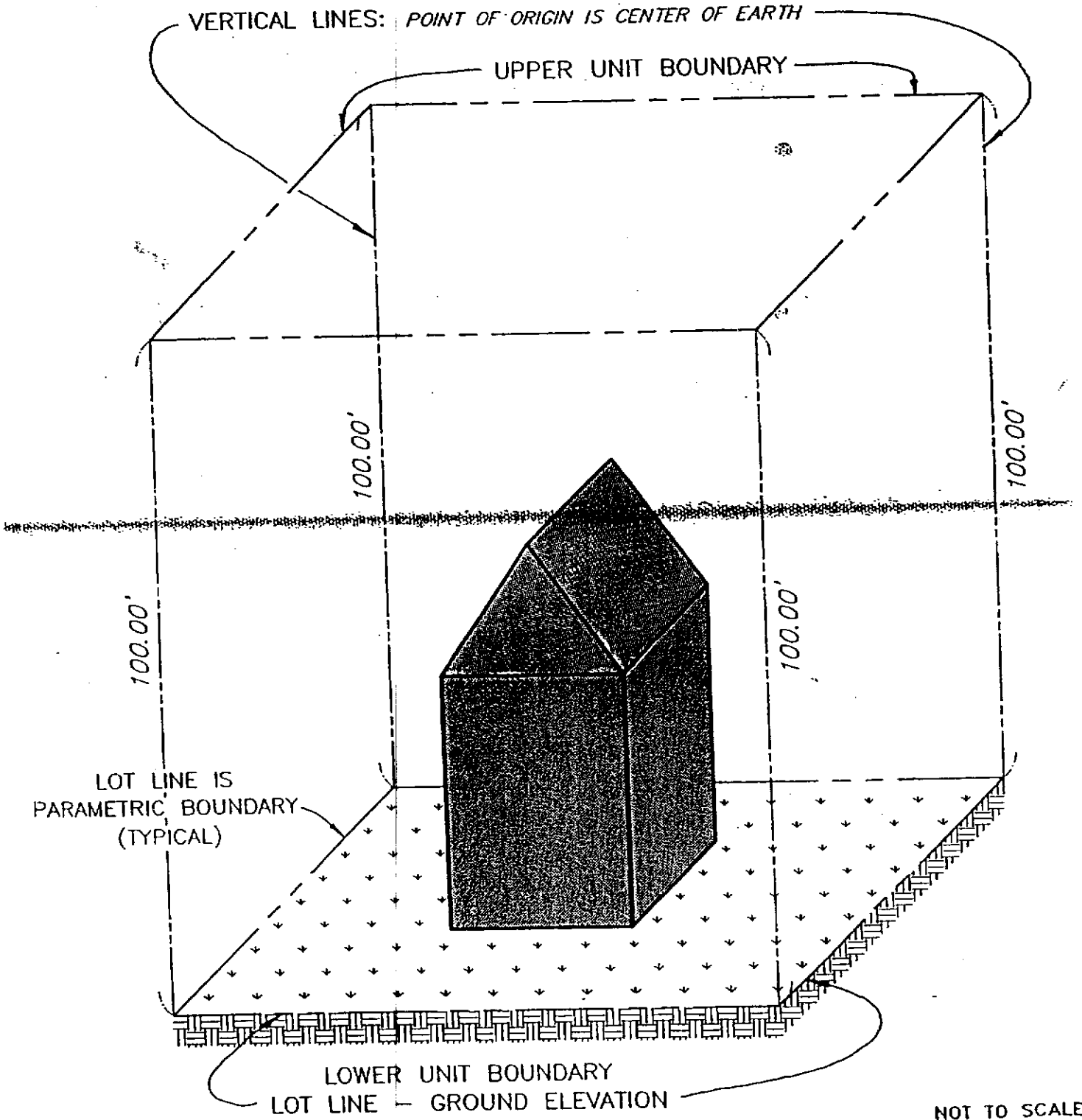
EDI ARCHITECTURE  
5131 BRIARPARK DRIVE, SUITE 300  
HOUSTON, TEXAS 77042  
(713) 784-0345  
TEXAS • CALIFORNIA • NEW YORK

NOTE:

1. THE TOTAL AREA AS CALCULATED BY DECLARANT EXCLUDES THE GARAGE, BUT INCLUDES THE AREA LABELED "BASEMENT", ROUNDED TO THE NEAREST SQUARE FOOT; AND
2. THE BOUNDARIES OF THIS UNIT ARE THE INNER SURFACES OF ITS PERIMETER WALLS, FLOORS AND CEILINGS.

TYPICAL BOUNDARY PLAN  
FOR UNITS, THE BOUNDARIES OF WHICH ARE LOT LINES  
AT  
STERLING WOODS, A PLANNED COMMUNITY

BOOK 1174 PAGE 1061



NOT TO SCALE

EXHIBIT 5  
TO  
MASTER DECLARATION

IDENTITY OF VILLAGE ASSOCIATIONS AND UNITS

<u>DATE</u>	<u>NAME OF ASSOCIATION</u>	<u>MAXIMUM NUMBER OF UNITS</u>	<u>DECLARED UNITS</u>
2/24/97	The Oaks Village Association	42	6
2/24/97	The Birches Village Association	658	0

EXHIBIT 5  
TO  
MASTER DECLARATION

VOL. 1313 PAGE 1012

**IDENTITY OF VILLAGE ASSOCIATIONS AND UNITS**  
**RESIDENTIAL UNITS**

NAME OF ASSOCIATION	MAXIMUM NUMBER OF UNITS	DECLARED UNITS
The Oaks Village Association	42	42
The Birches Village Association	50	50
The Elms Village Association	50	50
The Maples Village Association	85	85
The Summit Village Association	70	70
The Willows Village Association	391	See Exhibit 2 to the Master Declaration

**GARAGE UNITS**

The Maples Village Association	12	12
--------------------------------	----	----

JUL 12, 2000  
 Michael R. Saxe  
 Secretary

EXHIBIT 6  
TO  
MASTER DECLARATION

LIMITED COMMON ELEMENT TABLE

**THE OAKS VILLAGE**

Except for the Limited Common Elements described in the Master Declaration, the only Limited Common Elements assigned to the declared Units in The Oaks are the decks, if any, which have been built and which are shown on the Village Survey.

**THE BIRCHES VILLAGE**

Except for the Limited Common Elements described in the Master Declaration, the only Limited Common Elements assigned to the declared Units in the Birches are any foundations of any buildings built within the Unit which extend below the lower Horizontal Boundary of the Unit.

**EXHIBIT 6**

**TO**

**MASTER DECLARATION**

**LIMITED COMMON ELEMENT TABLE**

**THE OAKS VILLAGE**

Except for the Limited Common Elements described in the Master Declaration, the only Limited Common Elements assigned to the declared Units in The Oaks are the decks, if any, which have been built and are shown on the Village Survey.

**THE BIRCHES VILLAGE**

Except for the Limited Common Elements described in the Master Declaration, the only Limited Common Elements assigned to the declared Units in The Birches are any foundations of any buildings built within the Unit which extend below the lower Horizontal Boundary of the Unit, and any sewer or other utility lines serving that Unit.

**THE ELMS VILLAGE**

Except for the Limited Common Elements described in the Master Declaration, the only Limited Common Elements assigned to the declared Units in The Elms are the decks, if any, which have been built and which are shown on the Village Survey.

**THE MAPLES VILLAGE**

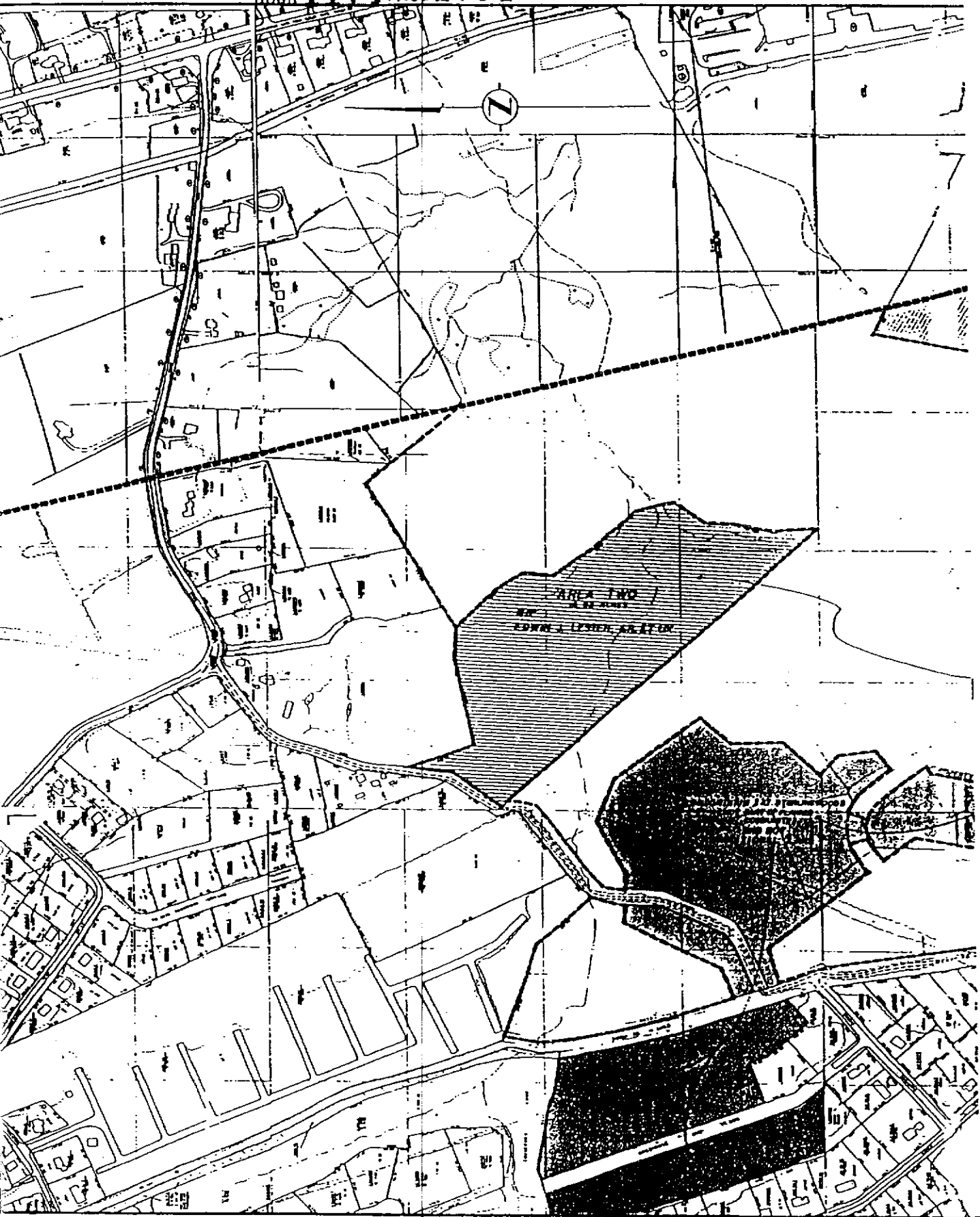
Except for the Limited Common Elements described in the Master Declaration, the only Limited Common Elements assigned to the declared Units in The Maples are the decks, if any, which have been built and which are shown on the Village Survey.

**THE SUMMIT VILLAGE**

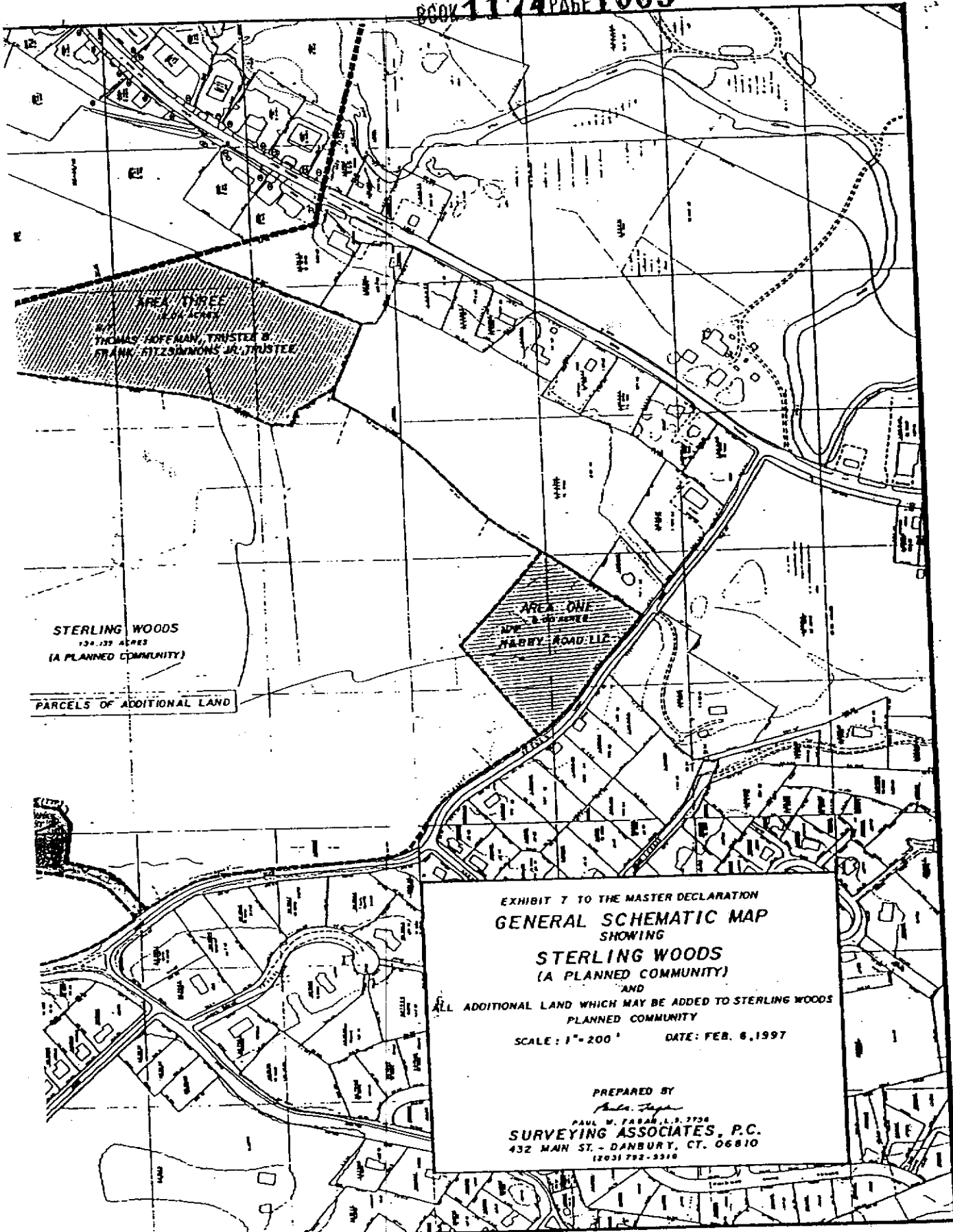
Except for the Limited Common Elements described in the Master Declaration, the only Limited Common Elements assigned to the declared Units in The Summit are the decks, if any, which have been built and which are shown on the Village Survey.

**THE WILLOWS VILLAGE**

Except for the Limited Common Elements described in the Master Declaration, the only Limited Common Elements assigned to the declared Units in The Willows are the decks, if any, which have been built and which are shown on the Village Survey.







AREA THREE  
12.24 ACRES  
THOMAS HOFFMAN, TRUSTEE &  
FRANK FITZSIMMONS JR., TRUSTEE

STERLING WOODS  
134.33 ACRES  
(A PLANNED COMMUNITY)

PARCELS OF ADDITIONAL LAND

AREA ONE  
2.05 ACRES  
HARRY ROAD, LLC

EXHIBIT 7 TO THE MASTER DECLARATION  
GENERAL SCHEMATIC MAP  
SHOWING  
STERLING WOODS  
(A PLANNED COMMUNITY)  
AND  
ALL ADDITIONAL LAND WHICH MAY BE ADDED TO STERLING WOODS  
PLANNED COMMUNITY  
SCALE: 1" = 200'      DATE: FEB. 6, 1997

PREPARED BY  
*Paul W. Farah*  
PAUL W. FARAH, L.S. 2728  
SURVEYING ASSOCIATES, P.C.  
432 MAIN ST. - DANBURY, CT. 06810  
12031 792-3310

EXHIBIT 8 TO  
MASTER DECLARATION

INITIAL BUDGET CATEGORIES FOR THE MASTER ASSOCIATION

GROUNDS MAINTENANCE

Landscaping  
Snow removal  
Rubbish removal  
Roads, walkways, paving  
Trees, shrubs, planting

BUILDING MAINTENANCE

Exterminating  
Repairs/Maintenance  
Supplies

RECREATION FACILITIES

Pool supplies  
Pool lifeguard payroll, tax & fringe  
Building maintenance  
Building janitorial  
Utilities - electric/gas/oil  
Utilities - water/sewer

ADMINISTRATION

Management  
Insurance  
Legal  
Accounting/audit  
Office & postage  
Telephone  
Misc. expenses

UTILITIES

Electricity  
Water & sewer

CONTINGENCY

REPLACEMENT RESERVES

EXHIBIT 9 to  
MASTER DECLARATION

BOOK 1174 PAGE 1067

LISTING OF LIENS AND ENCUMBRANCES  
ON MASTER COMMUNITY

- (1) Taxes due to the City of Danbury, including any reassessment or reallocation of taxes resulting from the creation of the Common Interest Community or the issuance of a Certificate of Occupancy for any Unit, which become due and payable after the date of the delivery of the Unit deed.
- (2) Riparian Rights of others in and to the waters of any brooks or streams which flow through said premises;
- (3) Possible rights of others in and to any dirt roads or wood roads which run through said premises.
- (4) Certain restrictions as set forth in a deed from The White Turkey Inn, Inc. to Harry S. Davega and Dorothy R. Davega dated November 19, 1946 and recorded in Volume 231 at Page 514 of the Danbury Land Records.
- (5) Slope rights in favor of the City of Danbury as set forth in that certain Quit Claim Deed from Dancon Corporation to the City of Danbury dated June 21, 1986 and recorded in Volume 462 at Page 264 of the Danbury Land Records.
- (6) Grant of Special Exception recorded May 29, 1984 in Volume 703 at Page 540 of the Danbury Land Records, as extended to October 24, 1995 by a letter from The City of Danbury dated March 22, 1993 and recorded in Volume 1041 at Page 1008 of the Danbury Land Records.
- (7) Easement in favor of The Connecticut Light and Power Company dated November 5, 1985 and recorded in Volume 759 at Page 746 of the Danbury Land Records.
- (8) Easement in favor of The Connecticut Light and Power Company dated July 25, 1986 and recorded in Volume 799 at Page 461 of the Danbury Land Records.
- (9) Easement in favor of The Connecticut Light and Power Company dated July 25, 1986 and recorded in Volume 802 at Page 766 of the Danbury Land Records.
- (10) Utility Easement in favor of the City of Danbury dated December 5, 1986 and recorded in Volume 822 at Page 451 of the Danbury Land Records.

- (11) Easement from N.E. Development Corporation to The City of Danbury dated December 5, 1986 and recorded in Volume 822 at Page 457 of the Danbury Land Records as set forth in a Bill of Sale in favor of the city of Danbury for water lines, sewer lines and hydrants.
- (12) Bill of Sale in favor of the city of Danbury pertaining to water lines and hydrants dated November 10, 1987 and recorded in Volume 803 at Page 17 of the Danbury Land Records.
- (13) Special exception pertaining to the height of a water tower dated June 1, 1983 and recorded in Volume 902 at Page 452 of the Danbury Land Records, as extended to October 24, 1995 by a Letter from the City of Danbury dated March 4, 1993 and recorded in Volume 1043 at Page 977 of the Danbury Land Records.
- (14) Variance increasing the height limit from fifty feet to ninety feet for the water tower dated October 27, 1988 and recorded in Volume 904 at Page 505 of the Danbury Land Records.
- (15) Bill of Sale in favor of the City of Danbury pertaining to sewer lines, etc. dated February 20, 1991 and recorded in Volume 978 at Page 84 of the Danbury Land Records.
- (16) Terms and conditions of a Contract for Sale, Release and Termination Agreement and by and between Resolution Trust Corporation and The Proprietors of Sterling Woods, Inc. dated April 14, 1993 and recorded in Volume 1046 at Page 1 of the Danbury Land Records.
- (17) Non-Exclusive Access, Drainage and Utility Easement from Resolution Trust Corporation as Receiver of Danbury Federal Savings and Loan Association to The Proprietors of Sterling Woods, Inc. dated April 28, 1993 and recorded in Volume 1046 at Page 188 of the Danbury Land Records.
- (18) Non-Exclusive Access, Drainage and Utility Easement from The Proprietors of Sterling Woods, Inc. to Resolution Trust Corporation as Receiver of Danbury Federal Savings and Loan Association dated April 28, 1993 and recorded in Volume 1046 at Page 209 of the Danbury Land Records.
- (19) Non-Exclusive Drainage and Dam Maintenance Easement from Resolution Trust Corporation as Receiver of Danbury Federal Savings and Loan Association to The Proprietors of Sterling Woods, Inc. dated April 28, 1993 and recorded in Volume 1046 at Page 230 of the Danbury Land Records.

BOOK 1174 PAGE 1069

- (23) Notes on the Master Survey and Village Surveys by Surveying Associates, P.C. attached as Exhibit 3 and Exhibit C, respectively, to the Master Declaration and Village Declaration.
- (24) Electric Distribution Easement from Silversmith Heights LLC to Connecticut Light and Power Company dated December 5, 1996 and Recorded December 17, 1996 in the Danbury Land Records.
- (25) Distribution Easement from Silversmith Heights LLC to Yankee Gas Services Company dated February, 11<sup>th</sup> 1997.

EXHIBIT 10 TO MASTER DECLARATION

FORM OF ARCHITECT'S,  
SURVEYOR'S OR ENGINEER'S CERTIFICATE

I, \_\_\_\_\_ [insert name of engineer or architect] certify that Units  
[ \_\_\_\_\_ through \_\_\_\_\_ ] being created by [this \_\_\_\_\_ Amendment to] the Declaration of  
The [ \_\_\_\_\_ ] Village at Sterling Woods, are structurally completed as required by Section 47-  
220 of the Common Interest Ownership Act, and conform to the plans for those units as they  
appear in the Public Offering Statement for that Village.

---

(Insert name of registered Engineer,  
Surveyor or Architect)

Received for record

4:05 P. M.

MAR 5 1997

Attest: *Michael A. Sca*  
Town Clerk

THIRTY NINTH AMENDMENT  
TO THE  
MASTER DECLARATION  
OF  
STERLING WOODS

SILVERSMITH HEIGHTS, LLC, a Connecticut limited liability company, having an address of 157 Old Ridgefield Road, Wilton, Connecticut 06897, as Declarant under that certain Declaration of Sterling Woods, Danbury, Connecticut recorded on March 5, 1997 in Book 1174 at Page 1003 of the Danbury Land Records, as amended, and in accordance with the provisions of the Common Interest Ownership Act of Connecticut, does hereby again amend said Declaration, and the Exhibits thereto, as follows:

1. Exhibit 1 is hereby amended as per the attached to reflect the withdrawal of 0.927 acres from Sterling Woods to be added to the Parcel A exception which increases its area from 5.000 acres to 5.927 acres, more or less. As a result of this property line revision, the total area of Sterling Woods is 133.208 acres as shown on Exhibit 3 hereto.
2. Exhibits 2, 3 and 5 to the Master Declaration are again amended as per the attached.
3. Exhibit B to each of the Village Declarations are also amended as per the attached.

Dated at Danbury, Connecticut as of the 7<sup>th</sup> day of July, 2000.

Witness:

Ellen Brande  
Ellen Brande

DAVID W. JAMES  
DAVID W. JAMES

SILVERSMITH HEIGHTS, LLC

By:

Carl R. Kuehner III  
Carl R. Kuehner III  
Its Managing Member

STATE OF CONNECTICUT        }  
  }  
COUNTY OF FAIRFIELD        }        ss: Danbury

The foregoing instrument was acknowledged before me, the undersigned officer, on July 7<sup>th</sup>, 2000 by Carl R. Kuehner, III, Managing Member of Silversmith Heights, LLC, a Connecticut limited liability company, as his free and deed and the free act and deed of said limited liability company.

*Ellen M. Brandt*  
\_\_\_\_\_  
Notary Public  
Commissioner of the Superior Court

ELLEN M. BRANDT  
NOTARY PUBLIC  
MY COMMISSION EXPIRES SEPTEMBER 30, 2002



EXHIBIT 1

PROPERTY DESCRIPTION OF STERLING WOODS BY DEED AND MAP REFERENCE

The property consists of the following 2 parcels:

- 1) A certain piece or parcel of land located in the City of Danbury, County of Fairfield and State of Connecticut designated as Parcels 1, 2 & 3 at Sterling Woods and containing approximately 104.5020 acres as shown on a Map entitled "final Subdivision Map Showing Sterling Woods and Condominium 1 at Sterling Woods, Danbury, Connecticut, Scale - 1" = 100' Total Area: 137.423 acres dated Dec. 11, 1992, which Map is on file in the Danbury Town Clerk's Office as Map No. 9783 to which reference may be had; and
- 2) ALSO all that certain piece or parcel of land situated in the City of Danbury, County of Fairfield and State of Connecticut, shown and designated as "AREA IN DANBURY 34.633 ac." ON A CERTAIN MAP ENTITLED "MAP SHOWING PROPERTY OF ALFRED BRETON BUILDER, INC., NABBY ROAD/OLD SHERMAN TURNPIKE, BROOKFIELD/DANBURY, CONNECTICUT, SCALE: 1" = 100', TOTAL AREA: 72.589 ac.", DATE: MAY 18, 1988 REVISED: JUNE 6, 1988, REVISED: MAY 15, 1992" certified as a Class A-2 Survey by Surveying Associates, P.C., 432 Main Street, Danbury, Conn., which map is on file in the Office of the Town Clerk of said City of Danbury as Map No. 9811, and to which map reference may be had for a more particular description of said premises.

TOGETHER WITH a variance increasing the height limit from fifty feet to ninety feet for the water tower dated October 27, 1988 and recorded in Volume 904 at Page 505.

TOGETHER WITH a drainage easement reserved in a certain deed from Rosasco Realty Company, Inc. to mid-Fairfield council of Camp Fire Girls, Inc. Dated January 7, 1965 and recorded in Volume 415 at Page 442 and as assigned to Dancon Corporation in Volume 421 at Page 592.

TOGETHER WITH a Non-Exclusive Access, Drainage and Utility Easement from the Proprietors of Sterling Woods, Inc., to Resolution Trust Corporation as Receiver of Danbury Federal Savings and Loan Association dated April 28, 1993 and recorded in Volume 1046 at Page 209 of the Danbury Land Records.

EXCEPTING THEREFROM all that certain piece or parcel of land containing 5.927 acres shown and designated as "REVISED PARCEL A 5.927 ACRES" on a certain map entitled "SHEETS 1 & 2 OF 2 PERIMETER SURVEY SHOWING PROPERTY LINE REVISION BETWEEN PARCEL A LAND OF NABBY ROAD LLC AND REVISED PARCEL 1 LAND OF SILVERSMITH HEIGHTS, LLC (KNOWN AS STERLING WOODS, A PLANNED COMMUNITY) SCALE: 1" = 100' TOTAL AREA=125.224 ACRES ZONE: RMF-10 DATE: JAN. 20, 2000" prepared by Surveying Associates, P.C. which map is on file in the Danbury Town Clerk's office as Map No. 10866 to which reference may be had.





NOTICE OF AMENDMENT TO DECLARATION  
STERLING WOODS  
DANBURY, CONNECTICUT

**RECEIVED**

OCT 18 2004

**BY CPM, Inc.**

The undersigned, President of Sterling Woods Master Association, Inc., hereby certifies as follows:

1. The Declaration of Sterling Woods, dated March 5, 1997 and recorded in Volume 1174 at Page 1003 of the Danbury Land Records, as amended to date, has been further amended as follows:

The following Section 10.3 is hereby added to the Declaration:

Section 10.3 - Capital Contribution. Whenever a Unit is sold or otherwise voluntarily transferred for consideration, the Association shall collect from the new owner a capital contribution in the amount of two months' common charges as regularly charged to that unit. Said sum to be deposited to the reserve account of the Association. Said capital contribution shall be in addition to any other common expense assessments which are due and payable to the Association.

2. This Amendment was adopted by the Agreement of more than 67% of the voting power in the Master Association during the month of December, 2003, with an effective date of January 1, 2004. The Master Association intended to record the amendment on the Danbury Land Records prior to January 1, 2004, but inadvertently failed to do so. The Master Association is now recording the amendment in accordance with its original intentions.
3. There are no Eligible Mortgagees holding mortgages on units in the Common Interest Community.

Dated September 16, 2004

Signed, Sealed and Delivered  
in the presence of:

Joseph P. Bee

Patricia Halliwell

Sterling Woods Master Association, Inc.

By Thomas DuCharme  
Thomas DuCharme  
Its President

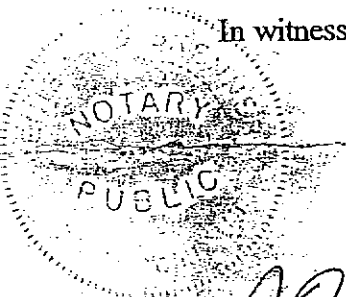
STATE OF CONNECTICUT)

) ss:

COUNTY OF Fairfield

On this the 16<sup>th</sup> day of September, 2004, before me, the undersigned officer, personally appeared Thomas DuCharme, who acknowledged himself to be the President of Sterling Woods Master Association, Inc., a corporation, 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 corporation by himself as President.

In witness whereof I hereunto set my hand.



Joseph P. Bon

Commissioner of the Superior Court

Notary Public

My Commission Expires: 03/21/2007

My Commission Expires \_\_\_\_\_

Attest:

David Heneberry

David Heneberry

Secretary, Sterling Woods Master Association, Inc.

Received for Record at Danbury, CT

On 09/30/2004 At 11:59:53 am

Joseph J. Sczafara

STERLING WOODS MASTER ASSOCIATION, INC.  
SECRETARY'S CERTIFICATE

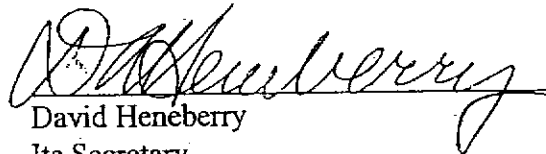
The undersigned, Secretary of Sterling Woods Master Association, Inc., hereby certifies that the following Amendment to the Master Declaration of Sterling Woods was adopted by the Agreement of more than 67% of the voting power in the Master Association during the month of December, 2003, with an effective date of January 1, 2004. The Association intended to record the amendment on the Danbury Land Records prior to January 1, 2004.

The text of the amendment is as follows:

Section 10.3 - Capital Contribution. Whenever a Unit is sold or otherwise voluntarily transferred for consideration, the Association shall collect from the new owner a capital contribution in the amount of two months' common charges as regularly charged to that unit. Said sum to be deposited to the reserve account of the Association. Said capital contribution shall be in addition to any other common expense assessments which are due and payable to the Association.

Dated 9/14/04

Sterling Woods Master Association, Inc.

  
David Heneberry  
Its Secretary

**ALDAN BUSINESS SERVICES  
SUMMARY OF TITLE FOR PLANNED COMMUNITY  
ASSOCIATION**

NAME OF PLANNED COMMUNITY: Sterling Woods

NAME OF PLANNED COMMUNITY ASSOCIATION: Sterling Woods Master Association inc.

TOWN: Danbury, Ct.

ORIGINAL DECLARANT: Silversmith Heights LLC

DATE OF ORIGINAL DECLARATION: 03-05-97

DATE ORIGINAL DECLARATION RECORDED: 03-05-97

VOLUME: 1174

PAGE: 1003

## AMENDMENTS TO THE DECLARATION

AMENDMENT NO.	DATED/RECORDED	VOL/PAGE
1	07-24-97/07-29-97	1187/1019
2	10-08-97/10-09-97	1195/132
3	10-16-97/10-17-97	1195/795
4	12-15-97/12-15-97	1201/691
5	12-22-97/12-23-97	1202/711
6	01-07-98/01-09-98	1203/1171
7	03-24-98/03-27-98	1211/532
8	05-19-98/05-29-98	1219/820
9	06-20-98/07-01-98	1223/1012
10	07-16-98/07-17-98	1225/930
11	08-14-98/08-18-98	1229/445
12	09-29-98/09-30-98	1234/604
13	11-23-98/11-24-98	1241/970
14	12-11-98/12-17-98	1245/310
15	12-22-98/12-22-98	1246/785
16	01-21-99/01-22-99	1250/044
17	03-04-99/03-05-99	1255/255
18	03-29-99/03-29-99	1258/552
19	03-29-99/03-29-99	1258/568
20	04-12-99/04-12-99	1260/323
21	06-08-99/06-14-99	1268/403
22	07-07-99/07-08-99	1271/400
23	07-30-99/08-11-99	1275/1176
24	08-31-99/09-02-99	1278/950
25	09-01-99/09-14-99	1279/1131
26	09-28-99/09-29-99	1281/727
27	10-12-99/10-13-99	1283/470
28	10-14-99/10-15-99	1283/683
29	11-01-99/11-03-99	1286/067
30	11-10-99/11-19-99	1287/821
31	01-06-00/01-13-00	1294/376
32	02-04-00/02-07-00	1296/703
33	03-01-00/03-08-00	1299/518
34	03-21-00/03-27-00	1301/489
35	04-05-00/04-27-00	1304/814
36	05-23-00/05-30-00	1308/482
37	06-13-00/06-15-00	1310/723
38	06-27-00/06-27-00	1311/935
39	07-07-00/07-12-00	1313/992

**OTHER ENCUMBRANCES**

\*\*\*\*\*

TYPE	HOLDER	AMOUNT	VOL/PAGE	/RECORDED
Easements	City of Danbury		1175/755	03-14-97
		1175/759	03-14-97	
		1187/780	07-25-97	
		1195/191	10-10-97	
		1195/771	10-16-97	
		1201/1158	12-18-97	
		1219/028	05-26-98	
		1226/241	07-21-98	
		1226.245	07-21-98	
		1230/044	08-21-98	
		1242/239	11-25-98	
		1245/344	12-17-98	
		1267/903	06-09-99	
		1276/084	08-12-99	
		1294/835	01-18-00	
Easements	Connecticut Light and Power Company		1184/992	06-24-97
		1209/196	03-05-98	
		1209/199	03-05-98	
		1232/040	09-09-98	
		1241/992	11-24-98	
		1262/845	05-03-99	
		1293/422	01-07-00	
Easements	Yankee Gas Services Company		1189/160	08-11-97
		1210/823	03-20-98	
		1235/289	10-05-98	
		1242/417	11-25-98	
		1243/269	12-02-98	
		1295/023	01-21-00	



**ALDAN BUSINESS SERVICES  
SEARCHES**

.....

SEARCHER	SEARCHED FROM / SEARCHED TO	
Rick Whalen	03-05-97	/ 07-26-04