

INITIAL SUPPLEMENTAL DISCLOSURE STATEMENT
TO THE
STERLING WOODS PUBLIC OFFERING STATEMENT
FOR
THE WILLOWS AT STERLING WOODS

IMPORTANT NOTE

THIS REVISED SUPPLEMENT IS ONLY VALID FOR UNITS OFFERED
IN THE WILLOWS AT STERLING WOODS

Other supplements are available for
Units located in other Villages within Sterling Woods

CAUTION

THE REVISED STERLING WOODS PUBLIC OFFERING STATEMENT IS
INCOMPLETE WITHOUT THIS SUPPLEMENT

Nabby Road
Danbury, Connecticut 06811

OFFERED BY

DECLARANT

SILVERSMITH HEIGHTS, LLC
157 Old Ridgefield Road
Wilton, CT 06897

CURRENT DATE: OCTOBER 4, 1999

INTRODUCTION

All of the information which the Declarant is required to provide to potential buyers at The Willows at Sterling Woods ("The Willows") is contained in the Revised Public Offering Statement ("POS") for Sterling Woods, except for the following documents, which are unique to this Village:

1. Initial Supplemental Disclosure Statement for The Willows.
2. The Village Declaration for The Willows.
3. The Village Bylaws for The Willows.
4. The following Exhibits to the Village Declaration for The Willows:
 - (a) Property Description;
 - (b) Allocated Interests Table;
 - (c) Village Survey;
 - (d) Unit Plans; and,
 - (e) The Structural Completion Certificate.

In addition, the current budget for The Willows and for the Master Association, is attached to the Revised Master POS.

After the date of this Supplemental Disclosure, the Declarant expects that a variety of events will occur as the development process continues within The Willows. Those events may include, for example, an increasing number of declared Units within The Willows up to a maximum of three hundred ninety one (391) Units, or the fact that additional Villages may be created within Sterling Woods.

Any such updated information will be contained in the most current Supplement to the POS, which forms part of the Declarant's current POS for Units being offered in The Willows.

This is a current Supplement and is dated as of October 4, 1999.

**CURRENT SUPPLEMENTAL DISCLOSURE STATEMENT
FOR THE WILLOWS AT STERLING WOODS**

The Revised POS for the Sterling Woods Planned Community is part of this Supplemental POS for The Willows at Sterling Woods ("The Willows"). The Master POS contains the primary disclosure material for The Willows, and is completely applicable to The Willows. The limited information contained in this Supplement is the relevant additional disclosure which is unique to The Willows.

The Willows may contain up to three hundred ninety one (391) Units. However, the first construction phase will have five (5) Units in one (1) building, as shown on the Village Survey. The initial Willows Units will all be Residential Units, the boundaries of which will be the walls, floors and ceilings of each Unit, as shown on the Unit Plans.

The Willows is organized as a condominium, subject to the same Development Rights as apply to the Master Community. This condominium will initially contain 8.216 acres of land, however Additional Land may be added to it. The density of the condominium with five (5) Units will be less than 0.61 Units per acre.

As of this date, Declarant's existing zoning approvals would allow a maximum of sixty three (63) Residential Units to be constructed within The Willows. However, Declarant is preparing an application to be submitted to The City of Danbury to add Area 1, as shown on Exhibit 7 to the Master Declaration, to Sterling Woods as Additional Land. If approved, this application would allow Declarant to increase the maximum number of Residential Units in The Willows to eighty four (84) Units. Declarant would also add more land area to The Willows to accommodate this increased density.

All other statements in the Master POS apply.

DECLARATION
OF
THE WILLOWS AT STERLING WOODS

**DECLARATION
OF
THE WILLOWS AT STERLING WOODS CONDOMINIUM**

TABLE OF CONTENTS

	PAGE NO.
ARTICLE 1 - SUBMISSION; DEFINED TERMS	1
Section 1.1 - Submission of Real Estate	1
Section 1.2 - Defined Terms	1
ARTICLE 2 - NAMES; DESCRIPTION OF REAL ESTATE	1
Section 2.1 - Names	1
Section 2.2 - Real Estate	1
ARTICLE 3 - THE ASSOCIATION	1
Section 3.1 - Authority	1
Section 3.2 - Powers	2
Section 3.3 - Master Association Powers	3
Section 3.4 - Declarant Control	3
ARTICLE 4 - UNITS	3
Section 4.1 - Number of Units	3
Section 4.2 - Identification of Units	3
Section 4.3 - Unit Boundaries	3
ARTICLE 5 - COMMON ELEMENTS AND LIMITED COMMON ELEMENTS	3
Section 5.1 - Common Elements	3
Section 5.2 - Limited Common Elements	3
Section 5.3 - Allocation of Reserved Limited Common Elements	3
Section 5.4 - Allocation of Specified Common Elements	4

ARTICLE 6 - MAINTENANCE, REPAIR AND REPLACEMENT	4
ARTICLE 7 - DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS	4
Section 7.1 - Special Declarant Rights	4
Section 7.2 - Limitations on Special Declarant Rights	5
ARTICLE 8 - ALLOCATED INTERESTS	5
Section 8.1 - Allocated Interests	5
Section 8.2 - Determination of Allocated Interests	5
ARTICLE 9 - RESTRICTIONS ON USE AND OCCUPANCY	5
Section 9.1 - Use and Occupancy Restrictions	5
ARTICLE 10 - EASEMENTS AND LICENSES	5
Section 10.1 - Recording Data	5

LIST OF EXHIBITS

- Exhibit A - Property Description
- Exhibit B - Allocated Interest Table - See Exhibit 2 to the Master Declaration
- Exhibit C - Village Survey
- Exhibit D - Unit Plans
- Exhibit E - Certificate of Structural Completion.

DECLARATION
OF
THE WILLOWS AT STERLING WOODS CONDOMINIUM

ARTICLE 1
SUBMISSION; DEFINED TERMS

Section 1.1. Submission of Real Estate. SILVERSMITH HEIGHTS, LLC (the "Declarant"), owner in fee simple of the Development Rights created by the Master Declaration for the real estate described in Exhibit A, hereby submits the real estate, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of C.G.S. Section 47-200, et seq., known as the Common Interest Ownership Act (the "Act"). The Property is presently subject to a Master Declaration for the entire Common Interest Community known as Sterling Woods. The Master Declaration was recorded on March 5, 1997 at Volume 1174, Page 1003 of the Danbury Land Records, and has been subsequently amended. All provisions of that Master Declaration, including any amendments, are incorporated by reference into this Declaration.

Section 1.2. Defined Terms. Each capitalized term not otherwise defined in this Declaration or in the Master Declaration shall have the meanings specified or used in the Act.

ARTICLE 2
NAMES; DESCRIPTION OF REAL ESTATE

Section 2.1. Names.

(a) **Condominium.** The name of the Condominium is The Willows at Sterling Woods. It is a Village as that term is used in the Master Declaration.

(b) **Village Association.** The name of the Village Association is The Willows at Sterling Woods Association, Inc. The Association is a nonstock corporation under Connecticut law.

Section 2.2. Real Estate. The Village is located in Danbury, Connecticut. The real estate subject to this Village Declaration is described in Exhibit A.

ARTICLE 3
THE ASSOCIATION

Section 3.1. Authority. Subject to the Master Declaration, the business affairs of The Willows Village shall be managed by the Association. The Association shall be governed by its Bylaws, as amended from time to time.

Section 3.2. Powers.

(a) **General.** Subject to the restrictions on its powers contained in the Master Declaration, The Village Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of The Willows Village.

(b) **Village Association Powers.** Notwithstanding Section 3.2(a) above, the Association has the following powers which it may exercise at any time:

1. After giving notice to Unit Owners in the Village and an opportunity to comment, the Association may adopt Rules governing the use of the Common Elements located within the Village. The Village Association Rules shall be in addition to any Rules of the Master Association, but if the Village Rules and Master Rules directly conflict with each other, the Master Rules shall govern.

2. If the Village Association wishes to build additional Common Elements serving some or all of the Units in the Village, the Association may do so, either directly or through the Master Association, by vote pursuant to Section 25.5 of the Master Declaration. The costs of building, maintaining and insuring any such Common Elements shall be borne solely by the Unit Owners in the Village. At the Village Association's option, those fees shall be charged and collected either by a separate Common Expense assessment on the Units, as administered by the Village Board, or as a surcharge on only the Units in the Village which shall be added to the Master Association's periodic Common Expense assessments in accordance with the Master Association's standard assessment policies.

3. The Village Association may, by vote pursuant to Section 25.5 of the Master Declaration, require a higher level of maintenance of the Master Common Elements in the Village than mandated by the Master Association, or may choose to maintain additional portions of the Units in that Village. If the Village Association adopts such a policy, the Village Board shall require that Unit Owners in the Village pay, the entire additional cost of that additional work either directly or through a surcharge to the Master Association, in the same manner as described in subsection (b)(2) of this Section.

4. The Village Association may also decide to withdraw from the Master Board's maintenance program as provided, and subject to the limitations, in Section 6.2 of the Master Declaration.

(c) Pursuant to Section 47-244(a)(14) of the Act, the Village Association may assign its future income, including its rights to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least 51 percent of the votes in the Village Association are allocated, at a meeting called for that purpose.

Section 3.3. Master Association Powers. Pursuant to C.G.S. Section 47-239(a) and (b), the Master Association is empowered to exercise all powers enumerated in C.G.S. Section 47-243 on behalf of The Willows Village, including, but not limited to, the powers enumerated in subsection (a)(2), except to the extent the Village Association members elect to the contrary pursuant to Section 6.2 of the Master Declaration.

Section 3.4. Declarant Control. The Declarant shall have all the powers reserved in Section 47-245(d) of the Act to appoint and remove officers and members of the Village Board.

ARTICLE 4 UNITS

Section 4.1. Number of Units. Initially, the number of Units in the Village is to be five (5). The Declarant reserves the right to create an additional three hundred eighty six (386) Units in The Willows Village. The actual number of Units in The Willows Village from time to time will be reflected in amendments to Exhibit 2 to the Master Declaration.

Section 4.2. Identification of Units. The identification number of each Unit is shown on the Village Survey and Plans, and in Exhibit 2 to the Master Declaration.

Section 4.3. Unit Boundaries. The boundaries of each Unit are located as shown on the Village Plans and are more particularly described as the walls, floors and ceilings of each Unit. The boundaries are further defined in Section 4.3.2. of the Master Declaration.

ARTICLE 5 COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 5.1. Common Elements. All portions of the Buildings in The Willows Village which contain Units, except the Units themselves, are Village Common Elements owned on an undivided interest basis by the Unit Owners in the Village.

Section 5.2. Limited Common Elements. This term means those portions of the buildings in The Willows Village containing Units which are described in Section 7.1 of the Master Declaration as Limited Common Elements. All the expenses of maintaining the Limited Common Elements shall be allocated as described in Section 7.2 of the Master Declaration.

Section 5.3. Allocation of Reserved Limited Common Elements.

(a) Portions of the Common Elements may be marked on either the Master Survey or the Village Survey as "Common Elements which may be allocated as Limited Common Elements." These portions of the Common Elements include, without limitation, vehicle parking areas. They may be allocated to Units pursuant to Section 7.3 of the Master Declaration.

(b) The Declarant reserves the right to allocate specified areas which constitute a part of the Master Common Elements as Limited Common Elements for the exclusive use of the Owners of Units to which these specified areas shall be allocated, including, without limitation, parking and yard areas.

Section 5.4. Allocation of Specified Common Elements. The Village Board may designate parts of the Common Elements from time to time for use by less than all of the Unit Owners, or by non - owners for specified periods of time, or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Village Board. Any such designation by the Village Board shall not be a sale or disposition of such portions of the Common Elements.

ARTICLE 6 MAINTENANCE, REPAIR AND REPLACEMENT

Maintenance, repair and replacement of the Village Common Elements shall be accomplished as provided in Section 6.1 of the Master Declaration, unless the Village Association elects one of the alternatives under Section 6.2 of the Master Declaration.

ARTICLE 7 DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

Section 7.1. Special Declarant Rights. The Declarant reserves the following Special Declarant Rights:

- (a) the right to complete or make improvements indicated on the Village Plans or Village Survey;
- (b) the right to maintain sales, management and construction offices and models in Units or on the Common Elements, without any limitation, so long as the Declarant owns any Unit at Sterling Woods;
- (c) the right to maintain signs in the Village to advertise Units for sale at Sterling Woods;
- (d) the right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration;
- (e) the right to appoint or remove any officer of the Association during the Declarant control period consistent with the Act; and

(f) the right to exercise any Development Right described in Article 8 of the Master Declaration or any other rights described in the Master Declaration anywhere within The Willows Village.

Section 7.2. Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument signed by the Declarant, any Special Declarant Right may be exercised by the Declarant for twenty-five (25) years from the date this Declaration is recorded. Other restrictions may appear in the Master Declaration.

ARTICLE 8 ALLOCATED INTERESTS

Section 8.1. Allocated Interests. The Common Expense Liability and votes in the Association and the undivided interests in the Village Common Elements allocated to each Unit are set forth in Exhibit 2 to the Master Declaration.

Section 8.2. Determination of Allocated Interests. The interests allocated to each Unit have been calculated as described in Section 9.2 of the Master Declaration.

ARTICLE 9 RESTRICTIONS ON USE AND OCCUPANCY

Section 9.1. Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved by the Declarant, the use restrictions contained in the Master Declaration shall apply to all Units and to the Village Common Elements.

ARTICLE 10 EASEMENTS AND LICENSES

Section 10.1. Recording Data. All easements and licenses to which the Village is presently subject are recited in Exhibit A. In addition, the Village may be subject to other easements or licenses granted by the Declarant pursuant to the Master Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this
_____ day of _____, 2000.

SILVERSMITH HEIGHTS, LLC
Declarant

By: _____
Carl R. Kuehner, III
Its Manager

STATE OF CONNECTICUT)

) ss: Wilton

COUNTY OF FAIRFIELD)

_____, 2000

On this _____ day of _____, 2000, 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.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

LIST OF EXHIBITS

- Exhibit A - Property Description
- Exhibit B - Allocated Interest Table - See Exhibit 2 to The Master Declaration
- Exhibit C - Village Survey
- Exhibit D - Unit Plans
- Exhibit E - Certificate of Structural Completion. As future units are added, these certificates will appear as exhibits to the Master Declaration.

EXHIBIT A
TO THE WILLOWS VILLAGE DECLARATION

PROPERTY DESCRIPTION

BEGINNING AT A POINT ALONG A NORTHEASTERLY BOUNDARY LINE OF A PRIVATE ROADWAY KNOWN AS SILVERSMITH DRIVE, LOCATED WITHIN "STERLING WOODS, A PLANNED COMMUNITY" BEING THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND ALSO BEING THE SOUTHEASTERLY CORNER OF OTHER LAND OF "STERLING WOODS, A PLANNED COMMUNITY", WHICH OTHER LAND IS KNOWN AS PHASES 3, 4 & 5 OF "THE BIRCHES";

THENCE ALONG THE SOUTHEASTERLY AND EASTERLY BOUNDARY LINES OF SAID PHASES 3, 4 & 5 OF "THE BIRCHES", THE FOLLOWING COURSES AND DISTANCES: (N66°50'00"E, 102.24'), (N48°00'00"E, 100.92'), (N27°50'55"E, 124.08'), (N20° 00'00"E, 119.39'), (N07°30'00"E, 89.98') AND (N01°00'00"W, 241.87') TO A POINT, BEING THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL, ALSO LYING ALONG AN EASTERLY BOUNDARY LINE OF SAID PHASE 3,4 & 5 OF "THE BIRCHES" AND ALSO BEING AN ANGLE POINT ALONG A SOUTHERLY BOUNDARY LINE OF OTHER LAND OF "STERLING WOODS, A PLANNED COMMUNITY";

THENCE ALONG SAID SOUTHERLY BOUNDARY LINE OF OTHER LAND OF "STERLING WOODS, A PLANNED COMMUNITY " N89°00'00"E, A DISTANCE OF 300.00' TO A POINT, BEING THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE TURNING AND RUNNING ALONG A WESTERLY BOUNDARY LINE OF SAID OTHER LAND OF "STERLING WOODS, A PLANNED COMMUNITY", THE FOLLOWING COURSES AND DISTANCES: (S01°00'00"E, 480.00'), (S20°00'00"W, 200.00'), (S44°30'00"W, 261.17') AND (S20°00'00"W, 167.87') TO A POINT LYING ALONG THE WESTERLY BOUNDARY LINE OF THE AFOREMENTIONED SILVERSMITH DRIVE, BEING THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE TURNING AND CONTINUING ALONG NORTHERLY BOUNDARY LINE OF SAID SILVERSMITH DRIVE, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00', A DISTANCE OF 355.61' TO A POINT;

THENCE TURNING AND CONTINUING ALONG EASTERLY BOUNDARY LINE OF SAID SILVERSMITH DRIVE N03°00'00"E, A DISTANCE OF 88.18' TO A POINT;

THENCE TURNING AND CONTINUING ALONG NORTHEASTERLY BOUNDARY LINE OF SAID SILVERSMITH DRIVE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 468.00', A DISTANCE OF 213.73' TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION INCLUDES AN AREA OF 8.216 ACRES.

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

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	Shares of Garage Unit Expenses
Building No. 1:								
1001	Townhouse-B	1,650	21.92%	21.92%	See Exhibit 2 to the Master Declaration	1	1	N/A
1002	Townhouse-A	1,288	17.12%	17.12%		1	1	N/A
1003	Townhouse-B	1,650	21.92%	21.92%		1	1	N/A
1004	Townhouse-A	1,288	17.12%	17.12%		1	1	N/A
1005	Townhouse-B	1,650	21.92%	21.92%		1	1	N/A

"THE WILLOWS"
BUILDING "14"
(NEED NOT BE BUILT)

"THE WILLOWS"
PROPOSED BUILDING "17"
(NEED NOT BE BUILT)

"THE WILLOWS"
PROPOSED BUILDING "15"
(NEED NOT BE BUILT)

"THE WILLOWS"
PROPOSED BUILDING "13"
(NEED NOT BE BUILT)

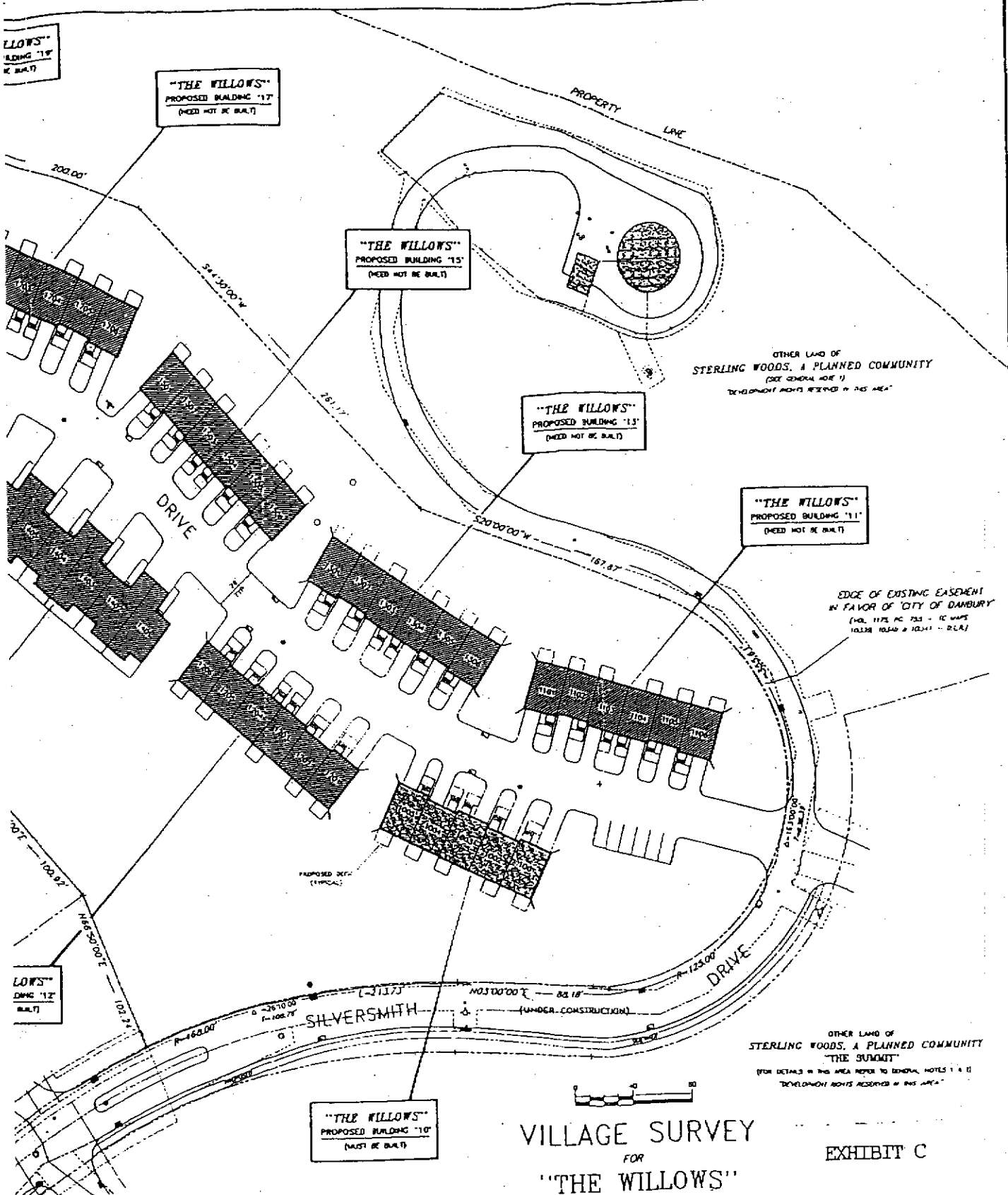
"THE WILLOWS"
PROPOSED BUILDING "11"
(NEED NOT BE BUILT)

"THE WILLOWS"
PROPOSED BUILDING "10"
(MUST BE BUILT)

"THE WILLOWS"
BUILDING "12"
(NEED NOT BE BUILT)

EDGE OF EXISTING EASEMENT
IN FAVOR OF "CITY OF DANBURY"
(VOL. 1172 PG. 733 - 10 W/PS
101328 101340 & 101341 - B.L.A.)

OTHER LAND OF
STERLING WOODS, A PLANNED COMMUNITY
"THE SUMMIT"
(FOR DETAILS IN THIS AREA REFER TO GENERAL NOTES 1 & 11
DEVELOPMENT RIGHTS RESERVED IN THIS AREA)



VILLAGE SURVEY

FOR

"THE WILLOWS"

EXHIBIT C

A CONDOMINIUM WITHIN STERLING WOODS, A PLANNED COMMUNITY
SITE PHASING & UNIT NUMBERING PLAN

PREPARED FOR

SILVERSMITH HEIGHTS, LLC

15 SILVERSMITH DRIVE - DANBURY, CONNECTICUT

SCALE: 1" = 40' AREA (THE WILLOWS): 8.216 Acres DATE: SEPTEMBER 30, 1999

TO THE KNOWLEDGE AND BELIEF OF THE SURVEYOR, THE INFORMATION IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

Paul M. Jagan
PAUL M. JAGAN, C.S., P.T.S.A.

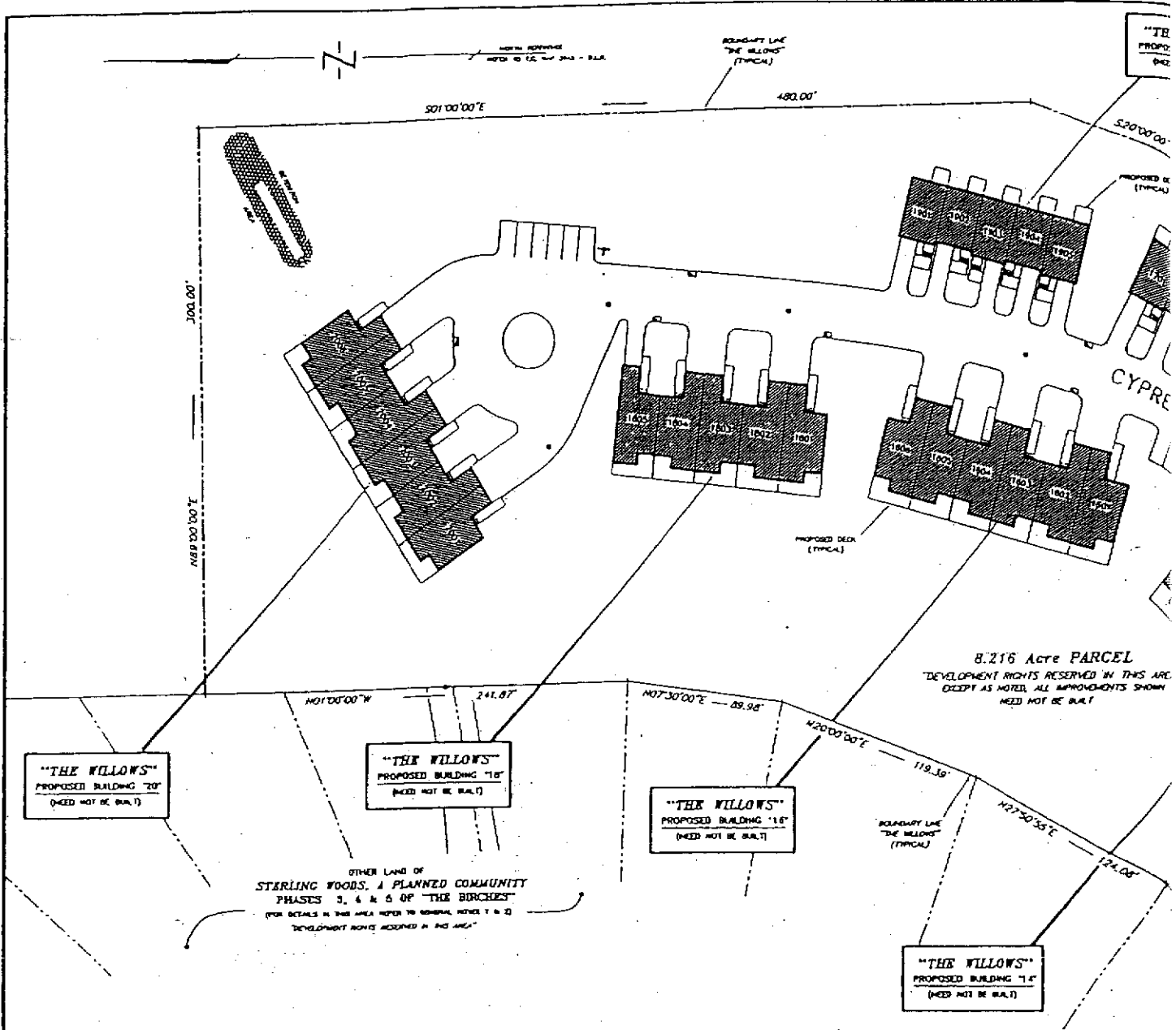
PREPARED BY: SURVEYING ASSOCIATES, P.C. - 437 MAIN STREET - DANBURY, CONNECTICUT

1) INFORMATION LEGEND:

- PROPOSED BUILDING FOOTPRINT
- EXISTING BUILDING FOOTPRINT
- PROPOSED DRIVEWAY
- PROPOSED DRIVEWAY
- PROPOSED DRIVEWAY
- PROPOSED DRIVEWAY



71143-96125-82



GENERAL NOTES:

1. Refer to Maps Urban "EDMIST 1" TO THE MASTER DECLARATION - PERIMETER DESCRIPTION MAP - SHOWING STERLING WOODS A PLANNED COMMUNITY - DATED FEB. 6, 1987 and "EDMIST 2" TO THE MASTER DECLARATION - MASTER PROPERTY SURVEY - SHOWING STERLING WOODS A PLANNED COMMUNITY - DATED THRU September 30, 1989, Prepared by this Office.
2. For Locations of Buildings and other improvements at "The Summit", Refer to Map Urban "RELEASE-SURVEY FOR 'THE SUMMIT' A CONDOMINIUM WITH STERLING WOODS A PLANNED COMMUNITY SITE PHASING & UNIT NUMBERING PLAN PREPARED FOR SILVERSMITH HEIGHTS, LLC - SCALE 1" - 40' AREA (ENC. SUBMITTE 7.18) DATE: JANUARY 13, 1994 - Prepared by this Office.
3. For Locations of Units at Phases 1, 4 & 5 of "The Birch", Refer to Map Urban "RELEASE-SURVEY FOR PHASE 1 OF 'THE BIRCH' A PLANNED COMMUNITY WITH STERLING WOODS A PLANNED COMMUNITY SITE PHASING & UNIT NUMBERING PLAN PREPARED FOR SILVERSMITH HEIGHTS, LLC - SCALE 1" - 40' AREA (TOTAL PHASES 1, 4 & 5 OF 'THE BIRCH') 7,408 ACRES DATE: JULY 15, 1994, Prepared by this Office.
4. Certain improvements which may be built by the Declarant as a part of the Special Declarant Rights, in addition to buildings and improvements shown, may include road and parking areas, pavement and curbs, street lighting, drainage systems, grading, landscaping, fences, drives and lanes, signs, poles, mail, utility wires, telephones and necessary or related structures and fixtures and improvements which are required by applicable governmental authorities or utility companies or which will enhance the Common Interest Community in the discretion of the Declarant. These improvements WILL NOT BE BUILT in any particular order or at any particular location in the property and all of the improvements consistent with their purposes. Please refer to Article 8 of the Master Declaration and Article 7 of the Village Declaration for applications and restrictions of these rights.
5. Improvements which are designated as "Development Rights Reserved in this Plan" WILL NOT BE BUILT, and building locations, dimensions, and other site improvements and may vary in accordance with Declarant or site requirements (or its Department's approval). See Article 8 of the Master Declaration and Article 7 of the Village Declaration for restrictions and limitations on Development Rights. Areas shown to sport areas or roadways are not designated to public use.
6. The Declarant has reserved the following Development Rights in the volume the rights to (1) create Units, Common Elements, and Limited Common Elements consistent with the Plan; (2) subdivide Units; (3) convert Units into Units and Common Elements; and (4) use any other configuration or non-conforming portion of the real estate comprising Sterling Woods as additional Land to the Village.

MAPPING NOTES:

1. THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300b-1 THRU 20-300b-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES - TECHNICAL STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT AS ENFORCED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. IT IS AN IMPROVEMENT LOCATION SURVEY IN WHICH BOUNDARY DETERMINATION IS BASED UPON A DEPENDENT RESURVEY CONFORMING TO HORIZONTAL ACCURACY CLASS OF A-2 AND INTENDED TO BE USED FOR CONDOMINIUM DOCUMENTATION.
2. CERTAIN PROVISIONS TO SECTION 47-228 OF THE CONNECTICUT GENERAL STATUTES THAT THIS SURVEY COMBINED WITH THE "MASTER PROPERTY SURVEY" CONTAIN ALL THE INFORMATION WHICH SECTION 47-228 REQUIRES TO BE CONTAINED ON SURVEYS.

EDGE OF EXISTING EASEMENT
IN FAVOR OF "CITY OF DANBURY"
(VOL. 1173, PG. 755 - IC MAPS
10334 & 10341 - D.L.R.)

EDGE OF EXISTING EASEMENT
IN FAVOR OF CONNECTICUT LIGHT AND POWER COMPANY
(VOL. 1232, PG. 40 - IC MAP 10533 - D.L.R.)

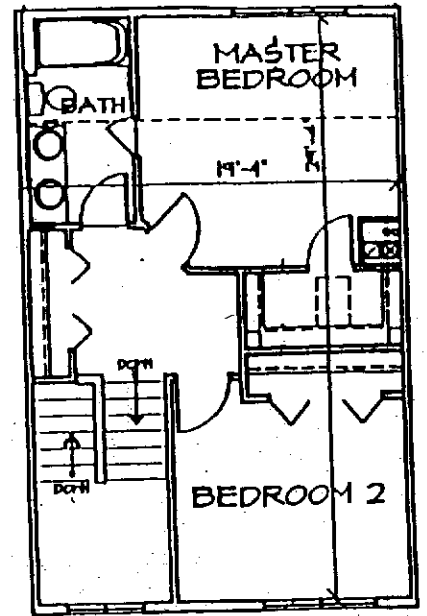
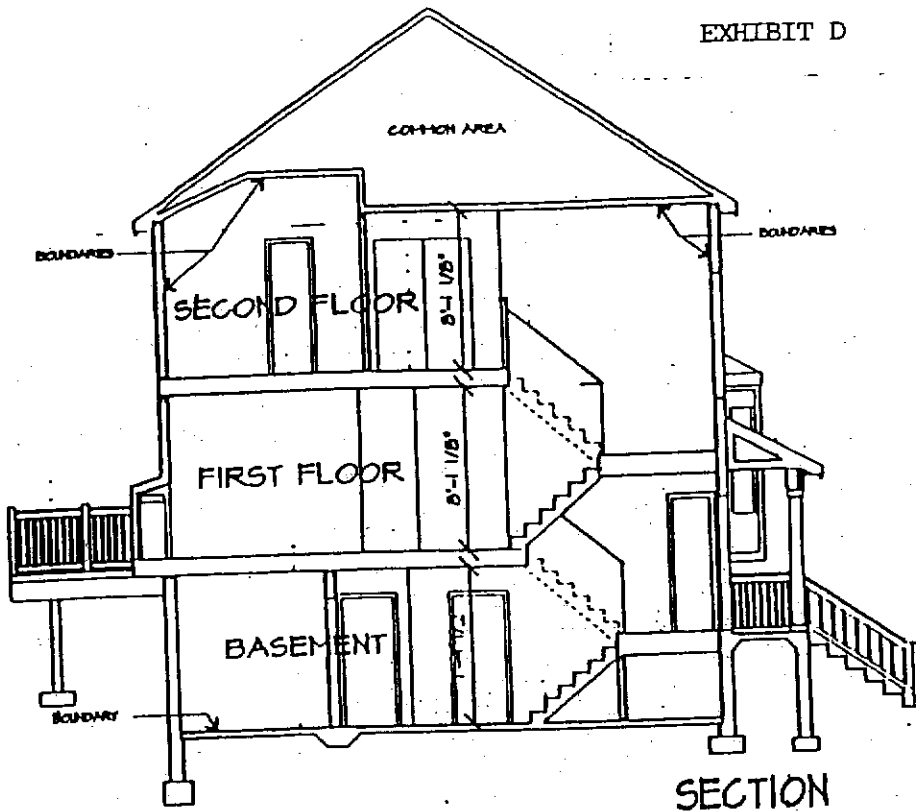
EDGE OF EXISTING EASEMENT
IN FAVOR OF YANKEE GAS SERVICES COMPANY
(VOL. 1233, PG. 288 - IC MAP 10562 - D.L.R.)

EXISTING INFORMATION LEGEND:

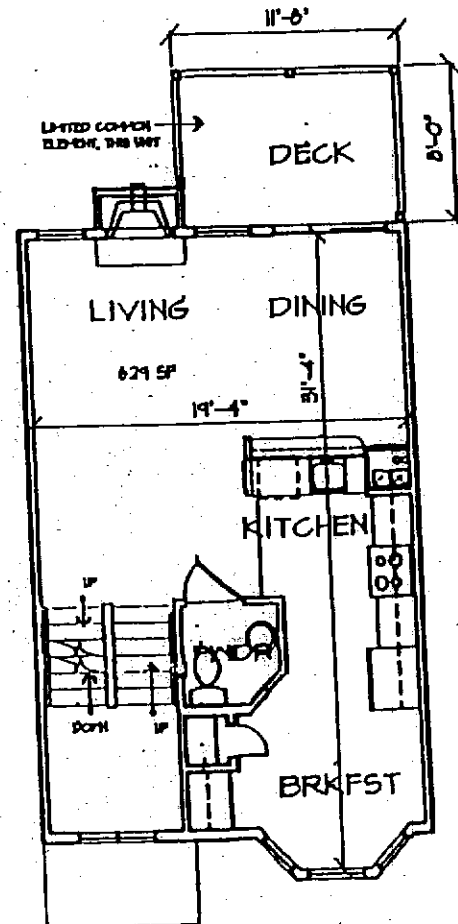
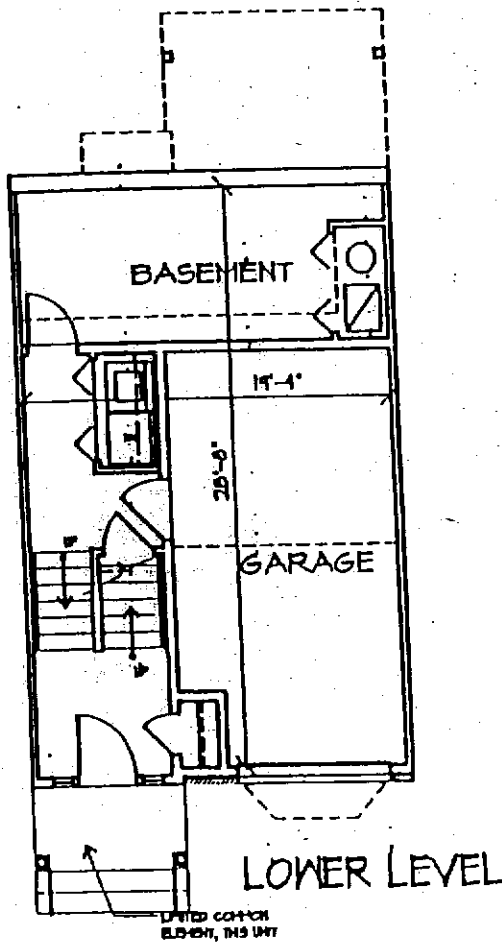
- EXISTING BUILDING
- EXISTING ROAD
- EXISTING CURB
- EXISTING DRIVE
- EXISTING POLE
- EXISTING SIGN
- EXISTING UTILITY
- EXISTING FENCE

"THE WILLOWS"
PROPOSED BUILDING '17'
(NEED NOT BE BUILT)

PR:



SECOND FLOOR



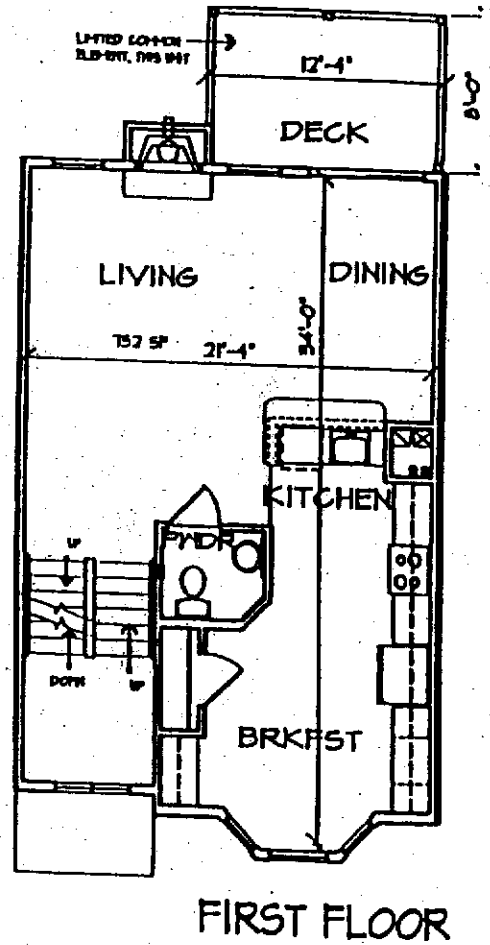
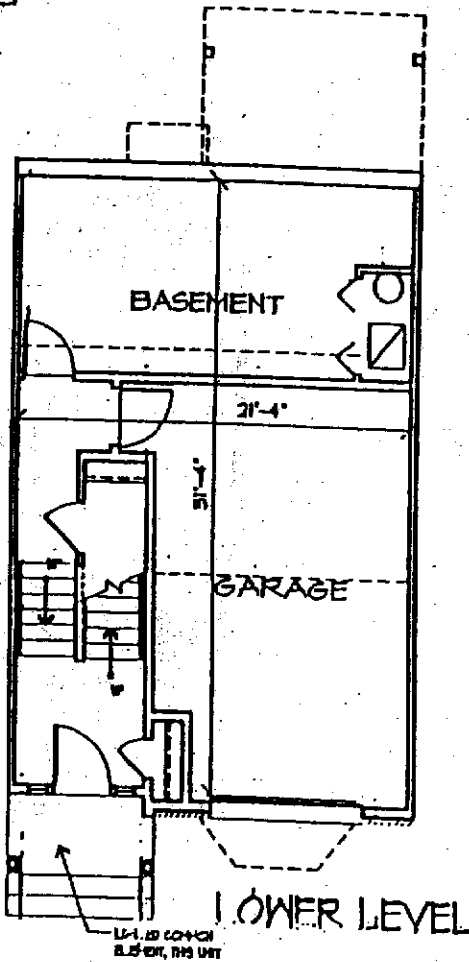
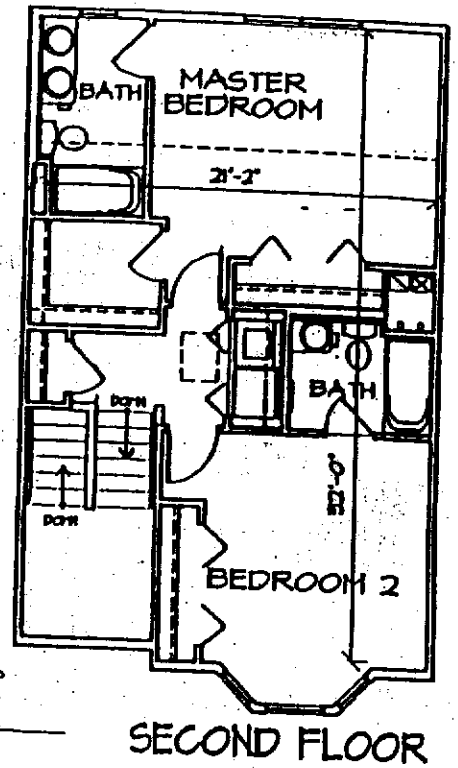
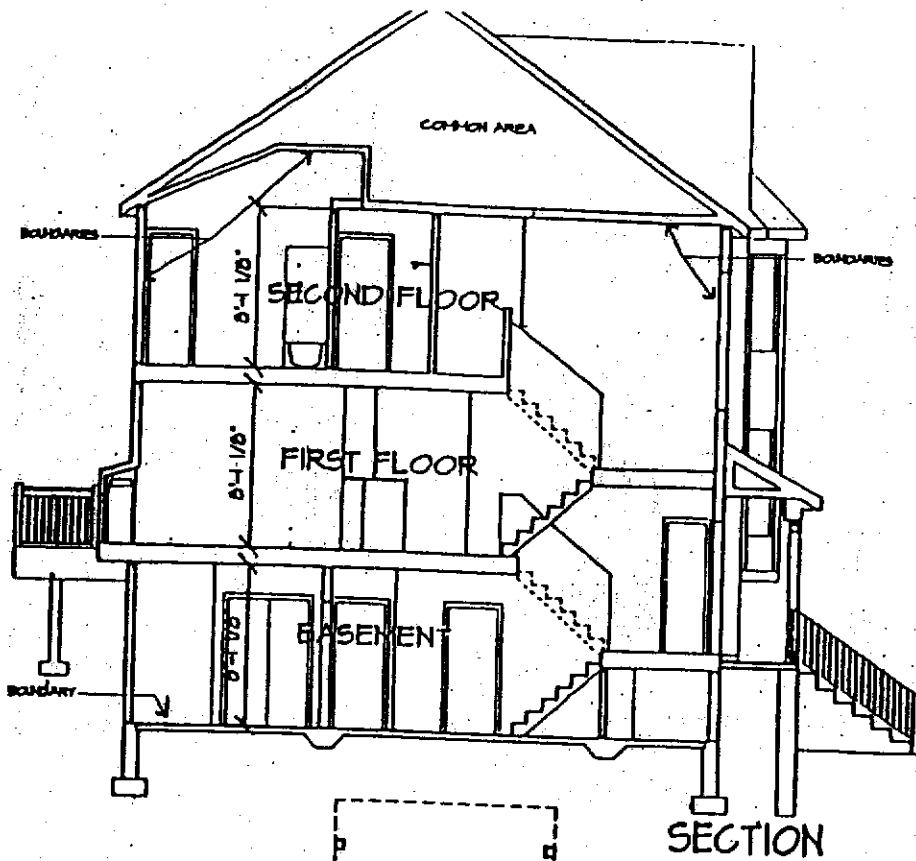
FIRST FLOOR

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



EDI ARCHITECTURE
 5751 BRIARPARK DRIVE, SUITE 500
 HOUSTON, TEXAS 77042
 (713) 784-0345

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

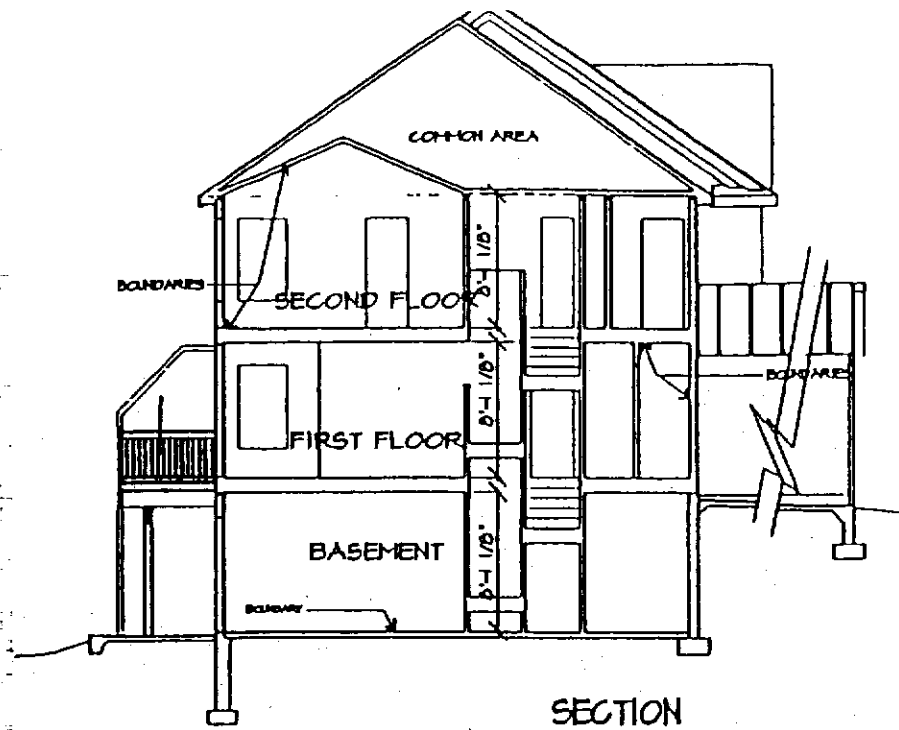


UNIT-B (AREA = 1,650 S.F.)

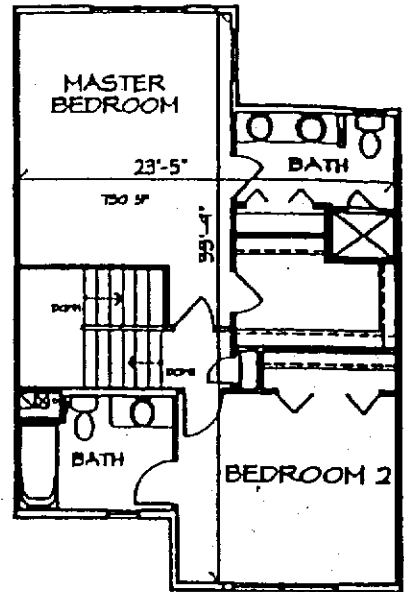


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 (713) 764-0948
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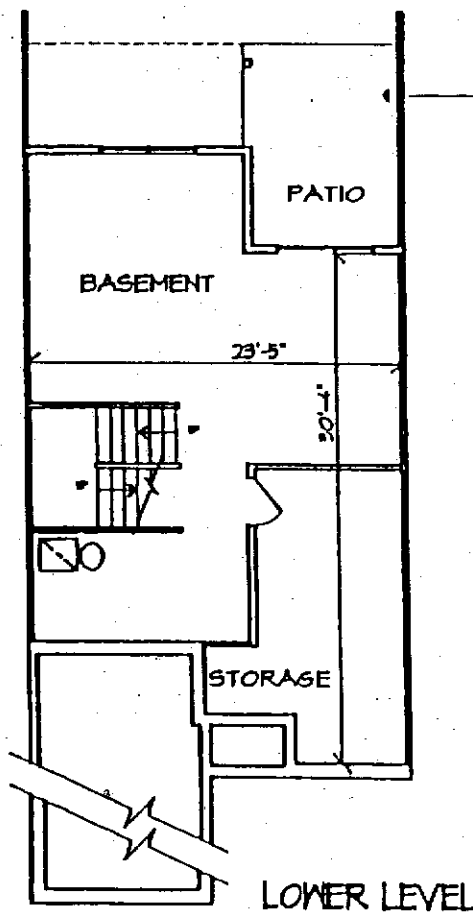
NOTE: 1. THE TOTAL AREA AS CALCULATED BY DECLARANT EXCLUDES THE GARAGE, BUT INCLUDES THE AREA LABELED "BASEMENT", ROUNDED TO THE NEAREST SQUARE FOOT; AND



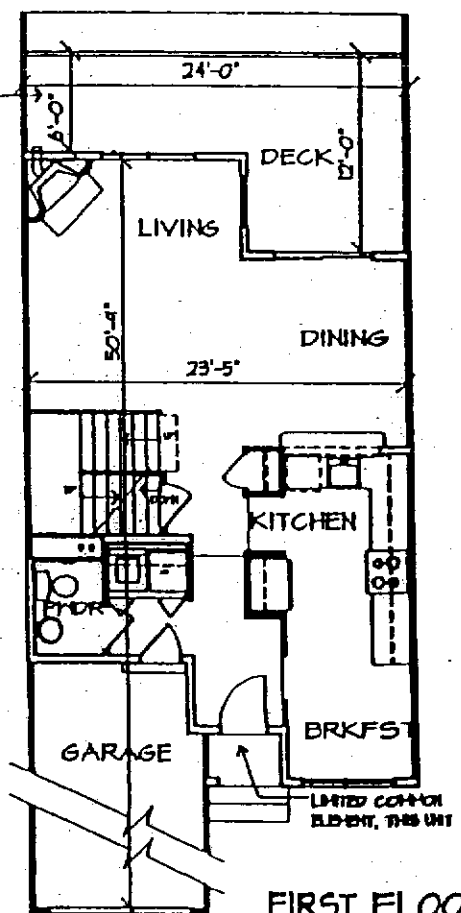
SECTION



SECOND FLOOR



LOWER LEVEL



FIRST FLOOR

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

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



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 (713) 764-0545
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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

EXHIBIT E

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 Willows 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 Supplement to the Public Offering Statement for The Willows Village at
Sterling Woods.

(Insert name of registered Engineer,
Surveyor or Architect)

VILLAGE BYLAWS
OF
THE WILLOWS AT STERLING WOODS ASSOCIATION, INC.

TABLE OF CONTENTS

	PAGE
ARTICLE I-Introduction	1
ARTICLE II-Executive Board; Directors	2
Section 2.1-Number and Qualification; Termination of Declarant Control	2
Section 2.2-Powers and Duties	2
Section 2.3-Standard of Care	3
Section 2.4-Additional Limitations	3
Section 2.5-Manager	3
Section 2.6-Removal of Directors	3
Section 2.7-Vacancies	3
Section 2.8-Regular Meeting	3
Section 2.9-Special Meetings	4
Section 2.10-Location of Meetings	4
Section 2.11-Waiver of Notice	4
Section 2.12-Quorum of Directors	4
Section 2.13-Compensation	4
Section 2.14-Consent to Corporate Action	4
Section 2.15-Fidelity Bonds	4
ARTICLE III-Unit Owners	5
Section 3.1-Annual Meeting	5
Section 3.2-Budget Meeting	5
Section 3.3-Special Meetings	5
Section 3.4-Place of Meetings	5
Section 3.5-Notice of Meetings	5
Section 3.6-Adjournment of Meeting	5
Section 3.7-Order of Business	5
Section 3.8-Voting	6
Section 3.9-Quorum	6
Section 3.10-Majority Vote	6

ARTICLE IV-Officers	7
Section 4.1-Designation	7
Section 4.2-Election of Officers	7
Section 4.3-Removal of Officers	7
Section 4.4-President	7
Section 4.5-Vice President	7
Section 4.6-Secretary	7
Section 4.7-Treasurer	8
Section 4.8-Agreement, Contracts, Deed, Checks, etc.	8
Section 4.9-Compensation	8
Section 4.10-Resale Certificates and Statements of Unpaid Assessments	8
ARTICLE V- Enforcement	9
Section 5.1-Abatement and Enjoinment of Violation by Unit Owners	9
Section 5.2-Fine for Violation	9
ARTICLE VI- Indemnification	9
ARTICLE VII-Records	9
Section 7.1-Records and Audits	9
Section 7.2-Examination	9
Section 7.3-Records	10
Section 7.4-Form Resale Certificate	11
ARTICLE VIII-Miscellaneous	11
Section 8.1-Notices	11
Section 8.2-Fiscal Year	11
Section 8.3-Waiver	11
Section 8.4-Office	11
ARTICLE IX-Amendments to Bylaws	11

VILLAGE BYLAWS
OF
THE WILLOWS AT STERLING WOODS ASSOCIATION, INC.

ARTICLE I
INTRODUCTION

(a) These are the Bylaws of The Willows at Sterling Woods Association, Inc. (the "Village Association"). The Village Association is the Unit Owners Association for The Willows at Sterling Woods, a condominium (the "Village"). Other initial capitalized terms are defined in Article I of the Master Declaration for Sterling Woods and the Declaration for the Village. Wherever the term "Common Interest Community" is used in these Bylaws, it refers to the Village.

(b) Except as expressly provided to the contrary in the Master Declaration, all the powers of the Village Association and the Village Board, except the powers in Section 3.2 of the Village Declaration, are subject to the overriding authority of the Master Board.

(c) In addition, all the duties of the Village Association and the Village Board under these Bylaws shall be performed by the Master Board except to the extent that:

(1) The Village Association assumes those duties pursuant to a vote under Section 6.2 of the Master Declaration; or

(2) The Master Board requests, in writing, that the Village Board assume those responsibilities; or

(3) Those duties are undertaken in connection with the exercise of a power enumerated in Section 3.2(b) of the Village Declaration.

(d) Similarly, collection of any Village Common Expenses incurred pursuant to these Village Bylaws shall be the responsibility of the Master Board unless those Common Expenses were incurred in connection with a duty which was performed by the Village Board, or the Village Board assumes that obligation pursuant to the Master Declaration.

ARTICLE II
Executive Board; Directors

Section 2.1 - Number and Qualification: Termination of Declarant Control.

(a) Subject to the Master Declaration for Sterling Woods, the affairs of the Village and the Association shall be governed by an Executive Board which, until the termination of the period of Declarant Control, shall consist of three (3) persons, and following such date shall consist of five (5) persons. Members of the Executive Board shall be called Directors. The majority of the Directors, except any Directors appointed by the Declarant, shall be Unit Owners. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Unit shall be eligible to serve as a Director and shall be deemed to be a Unit Owner for the purposes of the preceding sentence. Directors shall be elected by the Unit Owners except for those appointed by the Declarant. At any meeting at which Directors are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these Bylaws or the corporation laws of the State of Connecticut.

(b) The terms of at least one-third (1/3) of the Directors shall expire annually, as established in a resolution of the Unit Owners at the time of each election.

(c) Section 8.9 of the Master Declaration shall govern appointment of Directors of the Executive Board during the period of Declarant control.

(d) The Executive Board shall elect the officers from among their number. The Directors and officers shall take office upon election.

(e) At any time after Unit Owners other than the Declarant are entitled to elect a Director, the Association shall call, on not less than ten (10) nor more than sixty (60) days notice, a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any group of five (5) Unit Owners if the Association fails to do so.

Section 2.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Master Declaration, the Village Declaration, these Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in the Master Declaration and the Village Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall be as described in the Declaration.

Section 2.3 - Standard of Care. In the performance of their duties, the officers and Directors of the Executive Board are required to exercise the care required of trustees of the Unit Owners, if appointed by the Declarant, and ordinary and reasonable care if elected by the Unit Owners. Any

changes in the standard of care of Directors in the Act shall automatically change the standard in this Section.

Section 2.4 - Election of Directors to Master Board. The Unit Owners of the Common Interest Community shall elect Directors of the Master Board of Sterling Woods as provided in Section 8.9 of the Master Declaration.

Section 2.5 - Manager. The Executive Board may employ a manager for the Common Interest Community at a compensation established by the Executive Board, to perform such duties and services as the Executive Board shall authorize. Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Executive Board, and to fulfill the requirements of the budget.

Section 2.6 - Removal of Directors. The Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove, with or without cause, any Director of the Executive Board, (other than a Director appointed by the Declarant), and any Director of the Master Board elected from the Village.

Section 2.7 - Vacancies. Vacancies in the Executive Board caused by any reason other than the removal of a Director by a vote of the Unit Owners, may be filled at a special meeting of the Executive Board held for the purpose at any time after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum, in the following manner:

(a) As to vacancies of Directors whom Unit Owners other than the Declarant elected, by a majority of the remaining such Directors constituting the Executive Board.

(b) As to vacancies of Directors whom the Declarant has the right to appoint, by the Declarant.

Each person so elected or appointed shall be a Director for the remainder of the term of the Director so replaced.

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

Section 2.9 - Special Meetings. Special meetings of the Executive Board may be called by the President or by a majority of the Directors on at least three (3) business days notice to each Director. The notice shall be hand-delivered or mailed and shall state the time, place and purpose of the meeting.

Section 2.10 - Location of Meetings. All meetings of the Executive Board shall be held within the City of Danbury, unless all Directors consent in writing to another location.

Section 2.11 - Waiver of Notice. Any Director may waive notice of any meeting in writing. Attendance by a Director at any meeting of the Executive Board shall constitute a waiver of notice. If all the Directors are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

Section 2.12 - Quorum of Directors; No Proxy Voting. At all meetings of the Executive Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the meeting. If, at any time, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called may be transacted without further notice. Directors may not vote by proxy.

Section 2.13 - Compensation. A Director may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties. Directors acting as officers or employees may also be compensated for such duties.

Section 2.14 - Consent to Corporate Action. If all the Directors or all Directors of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Directors or committee constitutes a quorum for such action, such action shall be valid corporate action as though it had been authorized at a meeting of the Executive Board or the committee, as the case may be. The Secretary shall file such consents with the minutes of the meeting of the Executive Board.

Section 2.15 - Fidelity Bonds. To the extent reasonably available, the Executive Board may obtain adequate fidelity bonds for all officers, employees and agents of the Association handling or responsible for Association funds. The premiums on the bonds are a Village Common Expense.

ARTICLE III
Unit Owners

Section 3.1 - Annual Meeting. The annual meeting shall be held at such time as the Executive Board may designate within a period of thirteen (13) months from the date of the previous annual meeting. At such meeting, the Directors shall be elected by ballot of the Unit Owners, in accordance with the provisions of Article II. The Unit Owners may transact such other business at such meetings as may properly come before them.

Section 3.2 - Budget Meeting. Meetings of Unit Owners to consider proposed budgets shall be called in accordance with Section 19.5 and 19.6 of the Declaration. The budget may be considered at annual or special meetings called for other purposes as well.

Section 3.3 - Special Meetings. Special meetings of Unit Owners may be called by the President, a majority of the Executive Board, or by Unit Owners having twenty percent (20%) of the votes in the Association.

Section 3.4 - Place of Meetings. Meetings of the Unit Owners shall be held at such suitable place within the City of Danbury convenient to the Unit Owners as may be designated by the Executive Board or the President.

Section 3.5 - Notice of Meeting. Except for budget meetings, for which notice shall be given in accordance with the Act, the secretary or other officer specified in the Bylaws shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner, not less than ten (10) nor more than sixty (60) days in advance of any meeting. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes and any proposal to remove an officer or Director of the Executive Board. No action shall be adopted at a meeting except as stated in the notice.

Section 3.6 - Adjournment of Meeting. At any meeting of Unit Owners, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 3.7 - Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call (or check-in procedure).
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports.

- (e) Establish term of memberships of the Executive Board (if required and noticed).
- (f) Election of inspectors of election (when required).
- (g) Election of Directors of the Executive Board (when required).
- (h) Ratification of Budget (if required and noticed).
- (i) Unfinished business.
- (j) New business.

Section 3.8 - Voting.

(a) If only one of several owners of a Unit is present at a meeting of the Association, that owner is entitled to cast all the votes allocated to that Unit. If more than one of the owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

(b) Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this subsection only by actual notice of revocation to the person residing over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term.

(c) The vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the Board of Directors or Bylaws of the owning corporation or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified so to vote.

(d) No votes allocated to a Unit owned by the Association may be cast.

Section 3.9 - Quorum. Except as otherwise provided in these Bylaws, the Unit Owners present in person or by proxy, at any meeting of Unit Owners, shall constitute a quorum at such meeting.

Section 3.10 - Majority Vote. The vote of a majority of the Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required in the Declaration, these Bylaws or by law.

ARTICLE IV Officers

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

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

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

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

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

Section 4.6 - Secretary. The Secretary shall keep the minutes of all meetings of the Units Owners and the Executive Board. He or she shall have charge of such books and papers as the Executive Board may direct and he or she shall, in general, perform all the duties incident to the office of secretary of a nonstock corporation organized under the laws of the State of Connecticut. The

Secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

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

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

Section 4.9 - Compensation. An officer may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties.

Section 4.10 - Resale Certificates and Statements of Unpaid Assessment. The Treasurer, assistant treasurer, or a manager employed by the Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with C.G.S. §47-258(h), to the extent the Master Association does not meet the Village Association's obligations under law.

The Association may charge a reasonable fee for preparing resale certificates and statements of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Executive Board. The Association may refuse to furnish resale certificates and statements of unpaid assessments until the fee is paid. Any unpaid fees may be assessed as a Village Common Expense against the Unit for which the certificate or statement is furnished.

ARTICLE V
Enforcement

Section 5.1 - Abatement and Enjoinment of Violations by Unit Owners. The violation of any of the Village Rules adopted by the Executive Board, or the breach of any provision of the Documents, shall give the Executive Board the right, after Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws to:

(a) Enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist therein) that is existing and creating a danger to the Village Common Elements contrary to the intent and meaning of the provisions of the Documents, and the Executive Board shall not thereby be deemed liable for any manner of trespass; or

(b) Enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 5.2 - Fine or Violation. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to \$25 per day for each day that a violation of the Documents or Village Rules persists after such Notice and Hearing, but such amount shall not exceed that amount necessary to insure compliance with the rule or order of the Executive Board.

ARTICLE VI
Indemnification

The Directors and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Sections 33-455 and 33-454 of the Connecticut General Statutes, as those statutes may be amended or supplanted.

ARTICLE VII
Records

Section 7.1 - Records and Audits. The Association shall maintain and audit financial records, unless they are maintained by the Master Association. The financial records shall be audited in accordance with the Master Declaration. The cost of the audit shall be a Village Common Expense unless otherwise provided in the Documents.

Section 7.2 - Examination. All records maintained by the Association or by the manager shall be available for examination and copying by any Unit Owner, by any holder of a mortgage on a Unit,

or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

Section 7.3 - Records. The Association shall keep the following records:

- (a) An account for each Unit which shall designate the name and address of each Unit Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Common Expense assessment, the dates on which each assessment comes due, the amounts paid on the account, and the balance due.
- (b) An account for each Unit Owner showing any other fees payable by the Unit Owner.
- (c) A record of any capital expenditures anticipated by the Association for the current and next succeeding fiscal year.
- (d) A record of the amounts, and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs.
- (e) The current operating budget adopted pursuant to C.G.S. §47-257(a) and ratified pursuant to the procedures of C.G.S. §47-245(c).
- (f) A record of any unsatisfied judgment against the Association and the existence of any pending suits in which the Association is a defendant.
- (g) A record of insurance coverage provided for the benefit of Unit Owners and the Association.
- (h) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Village Common Elements.
- (i) Annually the Association shall prepare a balance sheet showing the financial condition of the corporation as of a date not more than four (4) months prior thereto, and a statement of receipts and disbursements for twelve (12) months prior to that date. The balance sheet and statement shall be kept for at least ten (10) years from such date in the principal office of the Association.
- (j) Tax returns for state and federal income taxation.
- (k) Minutes of proceedings of incorporators, Unit Owners, Directors, committees of Directors and waivers of notice.

(l) Current copies of the Declaration, Bylaws, certificate of incorporation, and any Rules concerning Sterling Woods.

Section 7.4 - Form Resale Certificate. The Executive Board shall adopt a form resale certificate to satisfy the requirement of C.G.S. §47-270.

ARTICLE VIII
Miscellaneous

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

Section 8.2 - Fiscal Year. ~~The Executive Board shall establish the fiscal year of the Association.~~
Until changed, the fiscal year shall be the calendar year.

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

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

ARTICLE IX
Amendments to Bylaws

These Bylaws may be amended only pursuant to the provisions of Article 16 of the Master Declaration.

Certified to be the Bylaws adopted by consent of the Incorporator of The Willows at Sterling Woods Association, Inc. dated this _____ day of _____, 2000.

Carl R. Kuehner, III, Incorporator