



GLEN RIDGE COOPERATIVE, INC.

REFERENCE BOOKLET

11 Sycamore Drive

Storrs, CT 06268

860-429-2202

glenridge@ehmchm.org

www.glenridgect.com

Prepared by: Antoinette M. Webster, Esq.

Kahan, Kerensky & Capossela, LLP

Mansfield Professional Park

22 Professional park Road . Route 44

Storrs, CT 06268

Ph.# 860-487-1842

Fax# 860-487-1786

NOTICE TO USERS

February, 2008

Use of this Reference Booklet

Please be advised that this Booklet was created as a reference guide for use by current and prospective members of Glen Ridge Cooperative, Inc. The Declaration was revised to consolidate the original Declaration and its Amendments into one document and to reflect items that no longer related to the operation of the Cooperative (ex. Declarant rights). The attached, revised Declaration was not formerly amended and is to be used for reference only. A Table of Contents for the Declaration was created and is included in this Booklet; however, the original Declaration did not have such a Table of Contents. The original Declaration and its amendments are available at the Town Clerk's office in the Town of Mansfield.

The Cooperative Board By-Laws and Rules and Regulations included in this Booklet are current as of the date of this Booklet. The By-laws were adopted by the Membership at its annual meeting in December, 2007 and the Rules and Regulations were adopted by the Cooperative Board in October, 2007.

**DECLARATION
OF
GLEN RIDGE
A COOPERATIVE
MANSFIELD, CONNECTICUT**

TABLE OF CONTENTS

ARTICLE 1 – Submission of Property

ARTICLE II - Definitions

Section 2.1	-	Act
Section 2.2	-	Bylaws
Section 2.3	-	Common Elements
Section 2.4	-	Common Expenses
Section 2.5	-	Common Interest Community
Section 2.6	-	Corporation
Section 2.7	-	Declarant
Section 2.8	-	Declaration
Section 2.9	-	Development Rights
Section 2.10	-	Director
Section 2.11	-	Eligible Mortgagee
Section 2.12	-	Executive Board
Section 2.13	-	Garage Building
Section 2.14	-	Improvements
Section 2.15	-	Instruments
Section 2.16	-	Limited Common Elements
Section 2.17	-	Manager
Section 2.18	-	Member
Section 2.19	-	Notice and Comment
Section 2.20	-	Notice and Hearing
Section 2.21	-	Person
Section 2.22	-	Plans
Section 2.23	-	Property
Section 2.24	-	Proprietary Lease
Section 2.25	-	Rules
Section 2.26	-	Security Interest
Section 2.27	-	Special Declarant Rights
Section 2.28	-	Unit
Section 2.29	-	Votes

ARTICLE III - Name and Type of Common Interest Community and Corporation

Section 3.1	-	Common Interest Community
Section 3.2	-	Corporation

ARTICLE IV - Description of Land

ARTICLE V - Maximum Number of Units, Identification and Boundaries, Floor Plans, and Maintenance Responsibility

- Section 5.1 - Number of Units
- Section 5.2 - Identification of Units
- Section 5.3 - Boundaries
- Section 5.4 - Floor Plans
- Section 5.5 - Maintenance Responsibility

ARTICLE VI - Limited Common Elements

- Section 6.1 - Limited Common Elements
- Section 6.2 - Expenses Allocated to Limited Common Elements

ARTICLE VII – Development Rights and Special Declarant Rights

- Section 7.1 - Reservation of Development Rights
- Section 7.2 - Limitations on Development Rights
- Section 7.3 - Phasing of Development Rights
- Section 7.4 - Special Declarant Rights
- Section 7.5 - Models
- Section 7.6 - Construction; Declarant's Easement
- Section 7.7 - Signs and Marketing
- Section 7.8 - Corporation or Executive Board Actions Subject to Declarant's Approval
- Section 7.9 - Declarant's Personal Property
- Section 7.10 - Declarant Control of the Corporation
- Section 7.11 - Modification to Floor Plans
- Section 7.12 - Limitations on Special Declarant's Rights

ARTICLE VIII - Allocated Interest

- Section 8.1 - Allocation of Interests
- Section 8.2 - Formulae for the Allocation of Interests
 - (a) Allocation of number of shares
 - (b) Ownership Interest
 - (c) Allocation of Common Expenses
 - (d) Votes

ARTICLE IX – Members' Use and Occupancy Rights

- Section 9.1 - Use and Occupancy Rights

ARTICLE X - Restrictions on Use and Occupancy

- Section 10.1 - Use and Occupancy Restrictions
 - (i) Legal Resident
- Section 10.2 - Restrictions on Alienation

ARTICLE XI – Restrictions on Alienation

- Section 11.1 - Membership in the Corporation
 - Section 11.1(a) - Membership
 - Section 11.1(b) - Application for Membership
 - Section 11.1(c) - Membership
 - Section 11.1(d) - Transfer of Membership

- Section 11.1(e) - Death of a Member and Successor's Responsibility
- Section 11.1(f) - Option of the Trustees of the Fund For Ministers to Purchase Memberships at Initial Declarant Sale
- Section 11.1(g) - Options of the Trustees for the Fund for Ministers and the Corporation to Purchase Memberships on Withdrawal of a Member
- Section 11.1(h) - Procedure Where the Trustees of the Fund for Ministers and the Corporation Do Not Exercise Option
- Section 11.1(i) - Transfer Value
- Section 11.1(j) - Corporation Transfer Charge
- Section 11.1(k) - Termination of Membership For Cause
- Section 11.2 - Proprietary Leases
- Section 11.2(a) - Form of Lease
- Section 11.2(b) - Assignment
- Section 11.2(c) - Subleasing, see also "Death of a Member", Section 11.1(e)
- Section 11.2(d) - Allocation of Shares
- Section 11.2(e) - Fees on Assignment or Subletting
- Section 11.2(f) - Lost Proprietary Leases
- Section 11.2(g) - Transfer of a Garage
- Section 11.3 - Capital Shares
- Section 11.3(a) - Authorization and Rights
- Section 11.3(b) - Form and Record of Shares
- Section 11.3(c) - Issuance of Certificates
- Section 11.3(d) - Transfers
- Section 11.3(e) - Units of Issuance
- Section 11.3(f) - Lost Certificates
- Section 11.3(g) - Legend on Stock Certificates
- Section 11.3(h) - Distributions
- Section 11.3(i) - Excess Common Assessments

ARTICLE XII - Easements and Licenses

ARTICLE XIII - Reallocation and Allocation of Limited Common Elements

- Section 13.1 - Reallocation of Depicted Limited Common Elements

ARTICLE XIV - Additions, Alterations and Improvements

- Section 14.1 - Additions, Alterations and Improvements by Members

ARTICLE XV – Relocation of Boundaries Between Adjoining Units

- Section 15.1 - Application and Amendment
- Section 15.2 - Recording Amendments

ARTICLE XVI - Amendments to Declaration

- Section 16.1 - General
- Section 16.2 - Limitation of Challenges
- Section 16.3 - Recordation of Amendments
- Section 16.4 - When Unanimous Consent Required
- Section 16.5 - Execution of Amendments
- Section 16.6 - Special Declarant Rights
- Section 16.7 - Consent of Holders of Security Rights

ARTICLE XVII - Amendments to Bylaws

ARTICLE XVIII - Termination

ARTICLE XIX - Mortgagee Protection

- Section 19.1 - Introduction
- Section 19.2 - Definitions
- Section 19.3 - Notice of Actions
- Section 19.4 - Prior Consent Required and "Material Amendment" Defined
- Section 19.5 - Development Rights and Special Declarant Rights
- Section 19.6 - Inspection of Books
- Section 19.7 - Financial Statements
- Section 19.8 - Enforcement
- Section 19.9 - Attendance at Meetings

ARTICLE XX - Assessment and Collection of Common Expenses

- Section 20.1 - Apportionment of Common Expenses
- Section 20.2 - Common Expenses Attributable to Fewer than all Units
- Section 20.3 - Lien
- Section 20.4 - Budget Adoption and Ratification
- Section 20.5 - Ratification of Special Assessments
- Section 20.6 - Certificate of Payment of Common Expense Assessments
- Section 20.7 - Monthly Payment of Common Expenses

ARTICLE XXI- Right to Assign Future Income

ARTICLE XXII- Persons and Units Subject to Instruments

- Section 22.2 - Compliance with Instruments
- Section 22.2 - Adoption of Rules

ARTICLE XXIII- Insurance

- Section 23.1 - Maintaining Insurance
- Section 23.2 - Physical Damage
- Section 23.3 - Liability Insurance
- Section 23.4 - Other Provisions
- Section 23.5 - Insurance Not Reasonably Available
- Section 23.6 - Payment of Insurance Proceeds DELETED
- Section 23.7 - Member of the Corporation Policies
- Section 23.8 - Workers' Compensation Insurance
- Section 23.9 - Directors' and Officers' Liability Insurance
- Section 23.10 - Other Insurance
- Section 23.11 - Member Insurance
- Section 23.12 - Insurance Certificates

ARTICLE XXIV- Damage To Or Destruction of Property

- Section 24.1 - Corporation's Duty to Repair or Restore
- Section 24.2 - Plans
- Section 24.3 - Replacement of Less than Entire Property
- Section 24.4 - Insurance Proceeds
- Section 24.5 - Termination of Property Lease

Section 24.6 Certificate by Executive Board
Section 24.7 Certificate by Attorneys

ARTICLE XXV – Eminent Domain

Section 25.1 - Eminent Domain

ARTICLE XXVI - Rights to Notice and Comment; Notice and Hearing

Section 26.1 - Right to Notice and Comment
Section 26.2 - Right to Notice and Hearing
Section 26.3 - Appeals

ARTICLE XXVII – Open Meetings

Section 27.1 - Access
Section 27.2 - Notice
Section 27.3 - Executive Sessions

ARTICLE XXVIII- Executive Board

ARTICLE XXIX – Executive Board Limitations

ARTICLE XXX - Miscellaneous

Section 30.1 - Captions
Section 30.2 - Gender
Section 30.3 - Waiver
Section 30.4 - Invalidity
Section 30.5 - Conflict
Section 30.6 - Execution of Documents
Section 30.7 - Use of the word “Membership”

EXHIBITS

Exhibit A-1 - Description of Land
Exhibit A-2 - Table of Current Unit Information
Exhibit A-3 - Table of Interests
Exhibit A-4 - Property Description/Map reference
Exhibit A-5 - Mortgage Deed to Trustees of the Fund for Ministers
Exhibit A-6 - Plans
Exhibit A-7 - Architect’s Certificate of Completion
Exhibit B-1 - Certificate of Incorporation
Exhibit B-2 - By-laws
Exhibit B-3 - Rules and Regulations

**BY LAWS OF
GLEN RIDGE COOPERATIVE, INC.**
Adopted December, 2007

ARTICLE I

Identification and Location of Corporation

1. These are the By-Laws of Glen Ridge Cooperative, Inc., a corporation organized under the Stock Corporation Act of the State of Connecticut and having its principal office at 1 Silo Circle, Storrs, Connecticut 06268 (hereinafter referred to as the "Corporation").

ARTICLE II

Applicability of By-Laws

1. The provisions of these By-laws are applicable to the Property of the Corporation.

ARTICLE III

Executive Board of Directors

1. Number.

(a) The affairs of the Corporation shall be governed by an Executive Board consisting of nine (9) persons, the majority of whom excepting appointed Directors, shall be Members of the Corporation. The Executive Board shall be composed of:

(i) Seven (7) members of the Executive Board elected to office as hereinafter provided; and

(ii) Two (2) members of the Executive Board appointed by the Board of Directors of Glen Ridge Cooperative, Inc.

(b) The number of elected members of the Executive Board may be changed from time to time by resolution of the membership at any annual or special meeting, provided that notice of such meeting shall state that a resolution will be considered to change the number of elected members of the Executive Board and shall set forth the number to be proposed in such resolution. Any such resolution shall specify the manner in which the selection of members of the Executive Board necessitated by an increase in number of elected directors shall be accomplished, or the manner in which the removal of members of the Executive Board necessitated by a decrease in number of elected members of the Executive Board, shall be accomplished, as the case may be. The number of members of the Executive Board, so determined, shall be the number of elected members of the Executive Board of the Corporation until changed by further action of the members in accordance with the foregoing.

2. Qualification and Election.

(a) If any Unit is leased by a partnership or corporation, any officer, partner, or employee of that member shall be eligible to serve as a Board member. The members of the Executive Board shall be elected by the members, except for one to be appointed by the Board pursuant to Section 1(a) (ii) of this Article III. At any meeting at which Board members are to be elected, the members may, by resolution, adopt specific procedures for conducting the election, not inconsistent with these By-Laws or the corporation laws of the State of Connecticut.

(b) At the first annual meeting there shall be elected one Director to serve for a one-year term, and two Directors to service for two-year terms. Thereafter at each subsequent meeting of the Members, two or three Directors, as the case may be, shall be elected for a two-year term.

(c) Elected members of the Executive Board shall be elected at each annual meeting of the members of this Corporation, by a majority of votes cast at such meeting, in accordance with Sections 8 or 9 of Article IV of these By-laws. Appointed members of the Executive Board shall be appointed to office by the Board of Directors of the

Corporation on or before the date set for each annual meeting of the members of this Corporation.

(d) The term of office of the members of the Executive Board shall be until the date herein fixed for the next succeeding annual meeting of the members of this Corporation, or until their respective successors are elected and/or appointed.

(e) The Executive Board shall call and give not less than ten (10) nor more than sixty (60) days' notice of a meeting of the members for electing members of the Executive Board. Such meeting may be called and the notice given by any member, if the Corporation fails to do so.

3. Vacancies.

(a) Vacancies on the Executive Board resulting from death, resignation, or removal of an elected Executive Board member may be filled without notice to the members of this Corporation by a vote of a majority of the remaining Executive Board members present at the meeting at which such election is held, even though a quorum is not present, which election may be held at any regular meeting of the Executive Board or any special meeting thereof called for such purpose. Vacancies on the Executive Board resulting from an increase in the number of elected Executive Board members by

resolution as set forth in Section 1 (b) of this Article shall be filled in the manner provided in said resolution. An Executive Board member elected to fill a newly created elected position on the Executive Board shall serve until the next succeeding annual meeting of the members and until his/her successor shall have been elected and qualified. In case of a reduction of the authorized number of elected Executive Board members by resolution as set forth in Section 1(b) of this Article III, the Executive Board member, if any, whose term of office shall cease, shall be determined in the manner provided in said resolution.

(b) Vacancies on the Executive Board resulting from death, resignation, or removal of an appointed Executive Board member shall be filled without notice to the members of this Corporation, by the vote of the Executive Board of the Corporation. An Executive Board member appointed to fill such vacancy shall serve until his/her successor shall have been appointed.

5. Meetings:

Meetings of the Executive Board shall be held at the principal office of the Corporation, or at such other suitable place as may be designated by the Executive Board. The first meeting of each newly elected Executive Board shall be

held immediately after the annual meeting of the members and no notice of such meeting shall be necessary to the newly elected Executive Board members in order legally to constitute the meeting, provided a quorum shall be present; or it may convene at such place and time as shall be fixed by the consent in writing of all the Executive Board members. Regular meetings of the Executive Board shall be held not less than once a month and may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the Executive Board. Special meetings of the Executive Board may be called by the President upon two days' notice to each Executive Board member; which notice may be delivered personally, by mail, or by e-mail communication, receipt acknowledged. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of a majority of the number of Executive Board members fixed by Section 1 of this Article III, except in the case of a special meeting called to fill vacancies on the Executive Board in which case a majority of the then acting Executive Board members shall suffice. Notice of a meeting need not be given to any Executive Board member who submits a signed Waiver of Notice prior to such meeting, or who attends the meeting without protesting the lack of notice prior thereto or at its commencement. Neither the

business to be transacted at, nor the purpose of, any regular or special meeting of the Executive Board need be specified in the notice or waiver of notice of such meeting; except where otherwise required by law or by these By-Laws. A majority of the number of Executive Board members fixed by Section 1 of this Article III shall constitute a quorum for the transaction of business, unless a greater or lesser number is required by law, the Declaration, the Certificate of Incorporation, or elsewhere by these By-Laws. The act of a majority of the Executive Board members present at any meeting at which a quorum is present shall be the act of the Executive Board, unless the act of a greater number is required by law, the Declaration, the Certificate of Incorporation, or elsewhere in these By-Laws. If a quorum shall not be present at any meeting of Executive Board members, the Executive Board members present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At all meetings of the Executive Board, each Executive Board member shall be entitled to cast one vote as to each question or matter presented.

6. Resignation and Removal. Any Executive Board member may resign at any time, such resignation to be made in writing and delivered to the Secretary of the Corporation. Acceptance by the Corporation of such

resignation shall not be required in order to make it binding upon such Executive Board member.

An Executive Board member may be removed from office with or without cause, by the affirmative vote of not less than 75% of the members of this Corporation.

If any Executive Board member who was a member of this Corporation at the time of his election as an Executive Board member ceases to be a member, he shall be deemed to have resigned as an Executive Board member.

7. Compensation. No salary or other compensation for services shall be paid to any Executive Board member of the Corporation for services rendered as such Executive Board member, but this shall not preclude any Executive Board member from performing any other service for the corporation and receiving compensation therefore, provided that the rendering of such other service shall have been duly authorized by the Executive Board.

8. Management of the Corporation. The business affairs of this Corporation and the operation of its property shall be managed by the Executive Board, which may exercise all such powers of this Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the members of this Corporation, including, but not limited to, the following:

(a) approve or disapprove applications for membership in this Corporation;

(b) determine the Corporation's annual common expenses as defined in the Declaration and the Corporation's proprietary leases, and fix the terms and manner by which each member shall pay his share thereof. In the event such determination differs from the last preceding determination, the Executive Board shall cause notice of such determination to be mailed immediately to each member. The Executive Board shall have discretionary power to prescribe the manner of maintaining the premises owned and/or leased by the Corporation and to determine the common expenses of the Corporation to be paid as aforesaid by the members under their respective proprietary leases. Every such determination by the Executive Board shall be final and conclusive as to all members and any expenditure(s) made by the Corporation's officers or its agent under the direction or with the approval of the Executive Board of this Corporation shall, as against the members, be deemed necessarily and properly made for such purposes.

(c) to engage an agent and employees for the management of the Corporation's property under such terms as shall be determined by the Executive Board.

(d) to adopt and amend such reasonable house rules as the Executive Board may reasonably deem necessary or desirable for the health, safety, and convenience of the

members of this Corporation, in addition to, or in substitution of such rules, if any, as may be set forth in the form of proprietary leases used by this Corporation. Copies of such house rules and of any changes therein shall be furnished by the Executive Board to each member and such rules, and any changes therein, shall be binding upon all members.

(e) to terminate, for cause, any member's membership right in and to this Corporation and/or to occupy a unit under the terms of such member's proprietary lease with this Corporation.

ARTICLE IV

Members

1. Annual Meeting: Annual meetings of the membership shall be held at such time as the Executive Board may designate. At such meeting, the Executive Board members shall be elected by ballot of the members in accordance with the provisions of Article III. The members may transact such other business at such meeting as may properly come before them. Unless otherwise designated by the Executive Board, annual meetings for membership shall be held at 10:00 am on the second Tuesday of December each year.

(a) If the date fixed for any annual meeting of the membership shall be a legal holiday; such annual meeting

shall be held on the next succeeding business day.

(b) If the election of the Executive Board members shall not be held on the date designated herein for any such annual meeting of the membership, or at any adjournment thereof, the Executive Board shall cause such election to be held at a special meeting of the membership as soon thereafter as is convenient.

2. Budget Meeting. A meeting to consider the proposed Budget shall be called in accordance with Section 20.4 of the Declaration. The Budget may be considered at annual or special meetings called for other purposes as well.

3. Meetings. Meetings of the members shall be held at the principal office or place of business of the Corporation, or at such other suitable place convenient to the members as may be designated by the Executive Board.

4. Special Meetings. Special meetings of the Corporation may be called by the President, a majority of the Executive Board, or by members having 20% of the votes in the Corporation.

5. Notice of Meetings. Not less than ten, nor more than sixty days in advance of any meeting, the Secretary or other officer specified in the By-Laws, 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 member. Notice of any meeting shall state the time, place of the meeting, the items on the Agenda, including the general nature of any proposed amendment to the Declaration or By-Laws, any Budget changes, and any proposal to remove an officer or member of the Executive Board. No action shall be adopted at a meeting except as stated in the notice.

6. Adjournment of Meeting. At any meeting of members, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time.

(a) The notice provided for in the foregoing Section is not indispensable, and any meeting of the membership shall be deemed to be validly called, for all purposes, if all the members of this Corporation are represented thereat, whether in person or by proxy or if a quorum is present, and waivers of notice of the time, place, and purposes of such meeting shall be duly executed in writing prior to said meeting by those members not represented thereat, and not given such notice. The attendance of any member at a membership meeting, whether in person or by proxy, without protesting prior to the conclusion of such meeting the lack of notice of

such meeting, shall constitute a waiver by such member of such notice.

7. Quorum. Except as otherwise provided in these By laws, the members present in person or by proxy, at any meeting of the membership, shall constitute a quorum at all meetings of members.

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

9. Voting

(a) Notwithstanding the number of shares of stock in the Corporation owned by each member, or the number of Units that each member shall be entitled to occupy under the terms of a proprietary lease(s), one member of each Unit shall be entitled to cast only one vote as to each question or matter presented at any annual meeting. Cumulative voting shall not be permitted.

(b) If only one of several members entitled to occupy a Unit is present at a meeting of the Corporation, that member is entitled to cast the vote allocated to that Unit. If more than one of the members present, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest. There is majority agreement if any one

of the members casts the vote allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other members of the Unit.

(c) The Vote allocated to a Unit may be cast pursuant to a proxy duly executed by a member. If a Unit is occupied by more than one member, each member of the Unit may vote or register protest to the casting of votes by the other members of the Unit through a duly executed proxy. A member may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Corporation. 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.

(d) 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 Executive Board or By-Laws 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.

(e) No votes allocated to a Unit owned by the Corporation may be cast.

10. Inspectors of Election. The Executive Board in advance of any meeting of the membership may appoint one or more inspectors of election to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person presiding at such meeting of the membership may, on the request of any member entitled to vote thereat, appoint one or more inspectors. In case any person appointed as inspector fails to appear or act, the vacancy may be filled by the Executive Board, in advance of the meeting or at the meeting, by the person presiding thereat. Each inspector, before entering upon the discharge of his/her duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according the best of his/her ability, and the oath so taken shall be signed by the inspector before the person presiding at the meeting and shall be filed with the Secretary. At any meeting of the membership held for the purposes of the election of Executive Board members, no Executive Board member, or candidate for Executive Board member, shall be entitled to act as inspector.

11. Consent of Members. Whenever the membership is required or permitted to take any action by vote, such action may be taken without a meeting of the membership upon

written consent, setting forth the action so taken and signed by each member of the Corporation who would have been entitled to vote, if, in fact, a meeting of the membership had been held thereon.

12. Order of Business. At each meeting of the membership, the President, or in his/her absence the vice president, shall act as chairman of the meeting. The Secretary, or in his/her absence such person as may be appointed by the chairman, shall act as Secretary of the meeting. So far as is consistent with the purposes of the meeting, the order of business thereat shall be as follows:

- a) Calling of the roll and certification of the proxies.
- b) Proof of notice of meeting or waiver of notice of meeting.
- c) Reading and approval of any unapproved minutes.
- d) Receipt of reports from officers.
- e) Receipt of reports from Committees.
- f) If such meeting be the annual meeting of the membership, the appointment of inspectors of election, if any.
- g) If such meeting be the annual meeting of the membership, the election of Executive Board members.
- h) Unfinished business.

i) New business.

j) Adjournment.

At all meetings of the membership Roberts' Rules of Order shall be followed.

ARTICLE V

Officers

1. The officers of the Corporation shall consist of a President, Vice President, Secretary, Treasurer, and such assistant vice presidents, assistant secretaries, and assistant treasurers as the Executive Board may from time to time elect.

2. Officers shall be elected at each regular annual meeting of the Executive Board, except that one or more vice presidents, assistant secretaries, and assistant treasurers may be elected by the Executive Board at any time. All officers shall be elected to hold office until the regular annual meeting of the Executive Board next succeeding their election and until others are elected and qualified in their stead; provided, however, that any officer may be removed from his office, with or without cause, at any time, and if the office of any officer becomes vacant for any reason, the Executive Board may fill such vacancy, the person elected to fill such vacancy to hold office only for the unexpired portion of the term of his predecessor.

3. Any two or more offices may be held by the same

person, except the offices of President and Secretary.

4. Each officer shall exercise the powers and perform the duties conferred or imposed upon him by the Executive Board except such powers or duties as may be by the laws of the State of Connecticut or these By-Laws conferred or imposed upon a particular officer.

5. President: The President shall be the chief executive officer of the Corporation and in the recess of the Executive Board shall have the general control and management of its business and affairs, subject, however, to the right of the Executive Board to delegate any specific powers and duties, except such as may be, by the laws of the State of Connecticut, exclusively conferred upon or imposed on the chief executive officer, or any other officer(s) of the Corporation.

6. Vice President: The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Executive Board or by the President.

7. Secretary: The Secretary shall attend all meetings of the Executive Board and of the membership; act as clerk thereof, and record all votes and the minutes of all proceedings in a book(s) to be kept for that purpose. In the

absence of the Secretary from any meeting, the presiding officer of such meeting may appoint any person to act as clerk thereof.

8. Treasurer: The Treasurer shall have the care and custody of all the funds, securities, and other property of the Corporation which have come or shall come into his/her hands. He/she shall keep or cause to be kept full and accurate accounts of receipts and disbursements in a book(s) kept for that purpose, and shall deposit, or cause to be deposited, all moneys and other valuable effects in the name and to the credit of the Corporation, in such banks, trust companies, or other depositories as the Executive Board may select.

9. Other Officers: The assistant vice presidents, assistant treasurers, and assistant secretaries, if any, shall have such duties as shall be conferred upon them from time to time by the Executive Board.

10. Qualifications, Removal, and Vacancies: Any officer elected or appointed by the Executive Board pursuant to the provisions of Sections 2 and 10 of this Article V may be removed by the Executive Board at any time, with or without cause. Vacancies occurring in any office may be filled by the Executive Board at any time. An officer elected to fill such vacancy, shall serve until his/her successor shall have been elected and qualified. If any

officer who was a member of this Corporation at the time of his/her election as an officer ceases to be a member, he/she shall be deemed to have resigned as an officer.

11. Resignation: Any officer may resign his/her office at any time, which resignation shall be made in writing and delivered to the Secretary of the Corporation. The acceptance by the Corporation of such resignation shall not be required in order to make it binding upon such officer.

12. Compensation: No salary or other compensation for services shall be paid to any officer of the Corporation for services rendered as such officer, but this shall not preclude any officer from performing any other service for the Corporation and receiving compensation therefor, provided that the rendering of such service shall have been duly authorized by the Executive Board.

13. Resale Certificates and Statements of Unpaid Assessments. The Treasurer, Assistant Treasurer, or a Manager employed by the Corporation, or, in their absence, any officer having access to the books and records of the Corporation, may prepare, certify, and execute Resale Certificates and Statements of Unpaid Assessments in accordance with the provisions of the Common Interest Ownership Act.

(a) The Corporation may charge a reasonable fee

for preparing Resale Certificates and Statements of Unpaid Assessments. A fee and a time of payment shall be established by resolution of the Executive Board. The Corporation may refuse to furnish Resale Certificates and Statements of Unpaid Assessments until the fee is paid. Any unpaid fees may be assessed as a common expense against the Unit for which the Certificate or Statement is furnished.

ARTICLE VI

SEAL

1. The Executive Board shall provide a corporate seal which shall be in the form of a circle and shall have inscribed therein the name of the Corporation and the words "Corporate Seal".

ARTICLE VII

Negotiable Instruments

1. Checks: All checks, drafts, orders for payment of money, notes, negotiable instruments, or other evidence of indebtedness issued in the name of this Corporation shall be signed by two officers of the Corporation in such manner as shall, from time to time, be determined by resolution adopted by the Executive Board. In the absence of such determination by the Executive Board such instruments shall be signed by the Treasurer of the Corporation and countersigned by the President of the Corporation.

2. Transfer of Securities. Endorsements upon the

transfer of shares of stock of this Corporation shall be signed by the President and Secretary of the Corporation, unless the Executive Board by special resolution, in one or more instances, prescribes otherwise.

3. Safe Deposit Boxes: Such officer(s) as shall from time to time be designated by the Executive Board shall have access to any safe of the Corporation in the vault of any bank or safe deposit company.

4. Securities. Such officer(s) as shall from time to time be designated by the Executive Board shall have the power to control and direct the disposition of any shares of stock or other property of the Corporation, deposited in the custody of any trust company, bank, or other custodian.

ARTICLE VIII

Fiscal Management

1. Fiscal Year: The fiscal year of the Corporation shall be the calendar year.

2. Books and Accounts: The books and accounts of the Corporation shall be kept under the direction of the Treasurer. The amount of monthly common expenses required for payment of the principal of any mortgage of the Corporation, or any other capital expenditures of the Corporation, shall be credited upon the books of the Corporation to the "Paid In Surplus" Account as a

capital contribution by the members.

3. Auditing: At the close of each fiscal year, the books and/or records of the Corporation shall be audited by a certified public accountant. Such audit, however, need not be certified. Based upon such audit, the Corporation shall furnish each of its members with an Annual Financial Statement which shall include the income disbursements of the Corporation. The Corporation shall also supply to each of the members, as soon as practicable after the end of each calendar year, a statement showing each member the pro-rata share of the real estate taxes and mortgage interest paid by the Corporation during the preceding calendar year.

4. Inspection of Books: Financial reports, financial books and records, and the Membership Records of the Corporation shall be available at the principal office of the Corporation for inspection at reasonable times by any Member.

5. Execution of Corporate Documents: All contracts, including proprietary leases, authorized by the Executive Board, shall be signed by two officers of the Corporation, and in such manner as shall, from time to time, be determined by resolution adopted by the Executive Board. In the absence of any such determination by the Executive Board, such contracts shall be signed by the

Treasurer of the Corporation and countersigned by the President of the Corporation.

6. Form Resale Certificate. The Executive Board shall adopt a form Resale Certificate to satisfy the requirements of the Interest Ownership Act.

ARTICLE IX

Merger or Consolidation

1. Upon the affirmative vote of two-thirds of the number of Executive Board members fixed by Section 1 of Article III herein, and the affirmative vote of two-thirds of the membership of this Corporation, this Corporation may merge or consolidate with another corporation organized for the same or similar purposes as provided in this Corporation's Certificate of Incorporation. Upon such merger or consolidation, the property rights and obligations of this Corporation may, by operation of law, be transferred to another surviving or consolidated corporation, or alternatively, the property rights and obligations of such other corporation may, by operation of law, be added to the property rights and obligations of this Corporation as a surviving corporation pursuant to a merger.

ARTICLE X

Amendments

1. Unless otherwise provided in these By-Laws, the By-Laws may be amended, enlarged, or diminished only by the

affirmative vote of a majority of the members of this Corporation represented, whether in person or by proxy, at any membership meeting, or by the affirmative vote of two-thirds of the number of the Executive Board fixed by Article III of these By-Laws, and then only in conformity with the Certificate of Incorporation of this Corporation. Provided, however, that the Corporation shall not consent to any material amendment to these By-Laws except after notice to all mortgagees and after written consent thereto by all such mortgagees. The notice of any membership meeting or of the Executive Board at which such material amendment shall be considered, shall set forth the text or substance of the proposed amendment.

L:\G\Glen Ridge Cooperative\Review of Cooperative Documents\BY LAW FINAL 12-19 .doc

DECLARATION OF GLEN RIDGE COOPERATIVE, INC.

**This revised Declaration dated December, 2007, is for reference only,
see Mansfield Land Records for copy of the original Declaration and its amendments**

GLEN RIDGE COOPERATIVE, INC., a Connecticut corporation with an office at 1 Silo Circle, Mansfield, Connecticut; does hereby amend and restate a certain Declaration originally dated November 1, 1983 and recorded in Volume 216 page 1, of the Mansfield Land Records. This amended Declaration is also intended to serve as the Certificate required by Connecticut General Statutes Section 47-204(e).

ARTICLE I
Submission of Property

The Property subject to this Cooperative is located in the Town of Mansfield, Connecticut and described in Exhibit A-1, to this Declaration as amended, for the purpose of creating Glen Ridge, and making the improvements shown on the Plans attached as Exhibit A-6.

ARTICLE II
Definitions

In the Common Interest Community Instruments, the following words and phrases mean:

Section 2.1 - Act. The Common Interest Ownership Act, Public Act 83-474 of the Connecticut General Statutes.

Section 2.2 - By-Laws. The By-Laws of the Corporation as they may be amended from time to time.

Section 2.3 - Common Elements. All portions of the Common Interest Community other than the Units.

Section 2.4 - Common Expenses. The Corporation's annual expenses, including but not limited to the following:

- (i) The cost of all operating expenses of the project and services furnished.
- (ii) The cost of necessary management and administration.

- (iii) The amount of all taxes and assessments levied against the property of the Corporation or which it is required to pay.
- (iv) The cost of fire and extended coverage insurance on the property and such other insurance as the Corporation may deem necessary or as may be required by any mortgages.
- (v) The cost of furnishing water, electricity, trash collection and other utilities and services, if furnished by the Corporation.
- (vi) All reserves set up by the Executive Board including the general operating reserve and the reserve for replacements.
- (vii) The estimated cost of repairs, maintenance and replacements of the project property to be made by the Corporation.
- (viii) If applicable, the amount of principal, interest and mortgage insurance premiums, if any, which amount represents a Member's share of any mortgage attributable to that Member's Unit.
- (ix) Any other expenses of the Corporation approved by the Executive Board, including operating deficiencies, if any, for prior periods.

Section 2.5 - Common Interest Community. The real property described in Exhibit A-1, subject to the Declaration - Glen Ridge.

Section 2.6 - Corporation. GLEN RIDGE COOPERATIVE, INC. a stock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to the Act.

Section 2.7 - Declarant. MANSFIELD COOPERATIVE, INC. a non-stock corporation organized under the laws of the State of Connecticut, or its successor as defined by the Act.

Section 2.8 - Declaration. This document and all Exhibits, including any amendments.

Section 2.9 - Development Rights. The rights reserved by the Declarant under Article VII of the Declaration to create Units and Limited Common Elements within the Common Interest Community.

Section 2.10 - Director. A member of the Executive Board of the Corporation.

Section 2.11 - Eligible Mortgagee. A mortgagee given certain rights to receive notice, approve amendments and take the actions provided in Article XIX of the Declaration.

Section 2.12 - Executive Board. The Executive Board of the Corporation pursuant to Chapter 600 of the Connecticut General Statutes.

Section 2.13 - Garage Building. A Limited Common Element designated for use as a garage for specific Units as shown-on the Plans.

Section 2.14 - Improvements. Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, included but not limited to, buildings, paving, utility wires, pipes and light poles.

Section 2.15 - Instruments. The recorded Declaration, and Plans, Proprietary Lease, By-Laws and the Certificate of Incorporation of the Corporation. Any exhibit, schedule or certification accompanying an Instrument is a part of that Instrument.

Section 2.16 —Limited Common Elements. A portion of the Common Elements allocated by the Declaration or by the operation of the Act for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in this Common Interest Community are described in Article VI of the Declaration.

Section 2.17 - Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Corporation.

Section 2.18 - Member. Those one or more natural persons or entities, who shall be approved by the Executive Board for membership in the Corporation, subject, however, to the requirements of the By-Laws. Members are Unit Owners pursuant to the Act and the shareholders of the Corporation.

Section 2.19 - Notice and Comment. The right of a Member to receive notice of an action proposed to be taken by or on behalf of the Corporation, and the right to comment thereon. These provisions are set forth in Section, 26.1 of the Declaration.

Section 2.20 - Notice and Hearing. The right of a Member to receive notice of an action proposed to be taken by the Corporation and the right to be heard thereon. These provisions are set forth in Section 26.2 of the Declaration.

Section 2.21 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

Section 2.22 - Plans. The plans filed with the Declaration as Exhibit A-6, or as the same may be amended from time to time.

Section 2.23 - Property. The land, all improvements, easements, rights of appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 2.24 - Proprietary Lease. That Agreement entered into between a Member of the Corporation and the Corporation designating the terms and conditions under which such Member shall occupy a designated Unit.

Section 2.25 - Rules. Rules for the use of Units and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to the By-Laws.

Section 2.26 - Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of Lease or rents intended as security, pledge of an ownership interest in a Corporation, and any other consensual lien or title retention contract intended as security for an obligation.

Section 2.27 - Special Declarant Rights. Rights reserved for the benefit of a declarant to (a) complete improvements indicated on the plans filed with Declaration; (b) exercise any Development Right; (c) maintain sales offices, management offices, signs advertising the Common Interest Community, and models; (d) use easements through the Common Elements for the purpose of making improvements within the Common Interest Community or within real property which may be added to the Common Interest Community; or (e) appoint or remove any officer of the Corporation or any master corporation or any Executive Board member during any period of Declarant control.

Section 2.28 - Unit. The physical portion(s) of the Common Interest Community designated for separate ownership or occupancy by a Member of the Corporation, or authorized sublessee, the boundaries of which are described in Section 5.3.

Section 2.29 - Votes. The votes allocated to each Member of the Corporation.

ARTICLE III

Name and Type of Common Interest Community and Corporation

Section 3.1 - Common Interest Community. The name of the Common Interest Community is Glen Ridge. The Common Interest Community was formerly known as Mansfield Retirement Cooperative. The Common Interest Community is a cooperative.

Section 3.2 - Corporation. The name of the Corporation is Glen Ridge Cooperative, Inc. The Corporation was formerly known as Mansfield Retirement Cooperative, Inc. It is a

nonprofit stock corporation organized under the laws of the State of Connecticut. (See Exhibit A-5). It is the Association of Unit owners pursuant to the Act.

ARTICLE IV
Description of Land

The entire Common Interest Community is situated in the Town of Mansfield, Connecticut. A legal description of the Common Interest Community is found at Exhibit A-1. The Corporation owns Phase I(a) and I(b) as shown on the Plans, by virtue of Warrantee Deeds from the Declarant recorded in Volume 216, page 21 and Volume 236 page 84 of the Mansfield Land Records.

ARTICLE V
**Maximum Number of Units; Identification; Boundaries; Floor Plans;
and Maintenance Responsibility.**

Section 5.1 - Number of Units. The Common Interest Community presently contains seven units and two garage buildings. (A table of current unit information is contained in Exhibit A-2.)

Section 5.2 - Identification of Units. All Units are identified by number and are shown on the Plans.

Section 5.3 – Boundaries. The boundaries of each unit created by this Declaration are more particularly described as follows:

(a) Walls, floors, windows, exterior doors and ceilings are designated as boundaries of a Unit. All paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, windows, exterior doors and ceilings are a part of the Common Elements.

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

(c) Exclusions: Except when specifically included by other provisions of Section 5.3, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Subsection 5.3(a) above; and all chutes, pipes, flues, ducts, wires, conduits, and other facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to other Units or Common Elements or both.

Section 5.4 - Floor Plans. Units shall be constructed in accordance with eight unit floor plans as follows:

<u>Floor Plans</u>	<u>Description</u>	<u>Approx. Floor Area</u>
A-1	1 bedroom, 1 bath	880 square feet
A-2	2 bedroom, 1 bath	1049 square feet
A-3	2 bedroom, 2 bath	1145 square feet
A-4	2 bedroom, 1.5 baths (with full walk-out basement)	1200 square feet (exclusive of full walk-out basement)
B	2 bedroom, 1 bath	1048 square feet
C-1	2 bedroom, 1.5 bath (with full basement)	1185 square feet (exclusive of full basement)
C-2	2 bedroom, 1.5 baths (with full walk-out basement)	1185 square feet (exclusive of full walk-out basement)
D	2 bedroom, 1.5 bath	1185 square feet

Section 5.5 - Maintenance Responsibility. Except as hereinafter set forth, the Corporation is responsible for the maintenance, repair and replacement of the Common Elements, and each Member is responsible for maintenance, repair and replacement of his Unit:

- (a) The Corporation shall maintain, repair and replace all items initially provided by the Corporation, including but not limited to stove, stove hood, refrigerator, dishwasher, garbage disposal, water heater, garage door opener, kitchen cabinets (excluding finish) heat panels and exhaust fans. Each Member shall afford the Corporation and its agents or employees, access through his Unit reasonably necessary for those purposes.
- (b) A Member shall be responsible for any repairs or maintenance necessitated by his own negligence or misuse.
- (c) A Member is responsible for the interior redecoration of his Unit and for any repairs, maintenance or replacement required to put and keep in good repair the interior of a unit, including the surfaces of the ceiling, walls, kitchen cabinets and floors, as well as plumbing and electrical fixtures.

ARTICLE VI
Limited Common Elements

Section 6.1 - 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 any portion of the Common Elements is a part of the Common Elements.

(b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, patios and all exterior doors and windows or other fixtures designated 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 at the entrances to each building which provide access to less than all Units, the use of which is limited to the Units to which they provide access.

(d) Garages, the use of which is limited to the Units to which they are assigned, as shown on the Plans.

Section 6.2 - Expenses allocated to Limited Common Elements.

Except as herein otherwise provided, Common Expenses associated with the maintenance, repair or replacement of all Limited Common Elements shall be assessed against all Members in accordance with their percentage liability for Common Expenses.

ARTICLE VII
Development Rights and Special Declarant Rights

Section 7.1 - Reservation of Development Rights. As of November, 2007, the Declarant, reserved the following Development Rights:

(a) The right to add Units and Limited Common Elements in the location and manner shown as Phases 1(b), 1(c), II and III on the Plans.

(b) The right to make any changes or modifications in the Plans subject to the prior approval of all required municipal agencies of the Town of Mansfield, Connecticut.

(c) The right to withdraw property from the Common Interest Community except as to those portions of the Property conveyed to the Corporation prior to the time such right of withdrawal is exercised.

(d) The right to add the property described in Exhibit A-4 to the Common Interest Community.

Section 7.2 - Limitations on Development Rights. As of November, 2007, the Development Rights reserved in Section 7.1 have either been exercised or have expired and are no longer available to the Declarant.

Section 7.3 - Phasing of Development Rights. As of November, 2007, the Development Rights have expired.

Section 7.4 - Special Declarant Rights. As of November 2007, Special Declarant Rights have expired.

Section 7.5 - Models. As of November, 2007, the Declarant is not a Member of the Corporation and all rights to maintain any Unit owned by the Declarant or any portion of the Common Elements as a model Unit or sales office have expired.

Section 7.6 - Construction; Declarant's Easement. As of November, 2007, the Declarant has completed its work on the Property and therefore, this Section is nonapplicable.

Section 7.7 - Signs and Marketing. As of November, 2007, the Declarant's rights to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, has expired and are no longer applicable.

Section 7.8 - Corporation or Executive Board Actions Subject to Declarant's Approval. As of November, 2007, the Declarant's right to appoint and remove officers and directors of the Executive Board has expired and is no longer applicable.

Section 7.9 -Declarant's Personal Property. As of November, 2007, the Declarant's right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises has expired and is no longer applicable.

Section 7.10 - Declarant Control of the Corporation.—As of November 2007, this section is no longer applicable.

Section 7.11 - Modification to Floor Plans. As of November, 2007, the Declarant right's to make modifications to the Floor Plans necessitated by structural defects and/or marketing opportunities have expired.

Section 7.12 - Limitations on Special Declarant's Rights. As of November, 2007, these Special Declarant Rights have expired.

ARTICLE VIII **Allocated Interest**

Section 8.1 - Allocation of Interests. The table showing Unit numbers and their allocated interests is attached as-Exhibit A-3. The allocated interests of the Units have been

allocated in accordance with the formulae set out in this Article. These formulae are to be used in reallocating interests if Units are added to the Common Interest Community.

Section 8.2 - Formulae for the Allocation of Interests. The interests allocated to each Unit have been calculated on the following formulae:

(a) Allocation of Number of shares of capital stock. The number of shares of stock in the Corporation allocated to each Unit is based on the following schedule of Unit Floor Plans:

A-1	(1BR)	65 shares
A-2	(2BR)	75 shares
A-3	(2BR with 2 baths)	80 shares
A-4	(2BR with 1.5 bath and walk-out basement)	90 shares
B	(2BR)	75 shares
C-1	(2BR with 1.5 bath and basement)	85 shares
C-2	(2BR with 1.5 bath and walk-out basement)	90 shares
D	(2BR with 1.5 bath without basement)	80 shares

(b) Ownership Interest in the Corporation. The percentage of ownership interest in the Corporation allocated to each Unit is based on the total number of shares of common stock of the Corporation attributable to each Unit as compared to the total number of outstanding shares issued for all Units in the Common Interest Community.

(c) Allocation of Common Expenses. The percentage of liability for Common Expenses allocated to each Unit is based on the total number of shares of common stock of the Corporation attributable to each Unit, as compared to the total number of shares of common stock of the Corporation issued for all Units in the Common Interest Community. Nothing contained in this subsection shall prohibit certain Common Expenses from being apportioned to the particular Units under Article XX of this Declaration.

(d) Votes. Each Unit in the Common Interest Community shall have one equal vote.

ARTICLE IX. **Members' Use and Occupancy Rights**

Section 9.1 - Use and Occupancy Rights. The following use and occupancy rights shall apply to all Members of the Corporation:

(a) Every Member shall have a right and easement of enjoyment in and to the Common Elements, which shall be appurtenant to and shall pass with and not be separated from ownership of every Unit, subject to the right of the Corporation to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility, for such purposes and subject to such conditions that may be agreed to by the Executive Board. No such dedication or transfer shall be effective unless approved in accordance with the By-laws.

(b) Any Member may delegate, strictly in accordance with the By-Laws, his right of enjoyment to the Common Elements and facilities to the members of his family or his transfer subtenants who reside in such Member's Unit, as authorized by the Instruments,

(c) Every Member, or proper assignee, shall have an easement over those portions of the Common Elements which are now or hereafter paved by the Declarant to pass and repass over such Common Elements, and to use such Common Elements for all purposes for which a highway may be used.

ARTICLE X
Restrictions on Use and Occupancy

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

(a) No part of the Common Interest Community shall be used for other than residential purposes and the purposes to which the Common Elements are devoted. The Corporation shall be entitled to use portions of the Common Elements however to fulfill its functions consistent with the purposes of the Corporation (i.e. management office, maintenance shed, etc.).

(b) No obnoxious or offensive trade or activity shall be carried on upon any of the Common Interest Community nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(c) No tent, shack, garage, barn or other outbuildings or structures shall at any time be maintained or used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Keeping of trucks, commercial vehicles, campers, RV's, mobile homes or trailers, either with or without wheels, on any of the Common Interest Community is prohibited, except in such areas if any, which may be specifically designated for such purposes by the Executive Board.

(d) No animals of any kind, other than seeing-eye dogs, shall be kept or maintained at any

part of the Common Interest Community, unless otherwise approved by the Executive Board via the Rules and Regulations as permitted under this Declaration, Article XXII, Section 22.2.

(e) Any lease agreement on any Unit shall be subject, in all respects, to the provisions of the Instruments, and any failure by the sublessee to comply with any of said provisions shall be a default under said sublease.

(f) Garages are restricted to use as storage and as a parking space for vehicles, or as may be specifically approved by the Executive Board.

(g) The use of the Common Elements is subject to the By-Laws and the Rules of the Corporation.

(h) There shall be no time sharing agreement for any Unit.

(i) Legal Resident - Occupant. Units are restricted to use by resident/occupants, (persons who either maintain the Unit as a legal residence, or who occupy the Unit for a majority of the year), at least one of whom is over the age of fifty-five (55) years and the others, if any, are over the age of eighteen (18); provided, however, not greater than ten (10%) percent of the Units at any one time may be occupied exclusively by resident/occupants who are not fifty-five (55) years of age, if such resident/occupant has an ownership interest in such Unit or has acquired title to a Unit as a successor in interest by deed, Will or otherwise from a deceased Member and such resident/occupant is a spouse or child of a Member or of such deceased Member and who is over the age of forty (40) years and has resided in a Unit for at least six months prior to acquiring such ownership interest or prior to the death of such Member. Any spouse or child under the age of forty (40) years who has an ownership interest in a Unit and who has resided in a Unit for at least six months may petition the Corporation for resident occupant status for purposes of meeting the ten (10%) percent non-55 age restriction.

ARTICLE XI **Restrictions on Alienation**

Section 11.1 Membership in the Corporation. Ownership of a Unit shall be limited to those persons approved for membership by the Executive Board. Membership in the Corporation is subject to the following restrictions:

Section 11.1(a) Membership. Any natural person or entity approved by the Executive Board of this Corporation shall be eligible for membership. Membership in the Corporation is on an open and voluntary basis and no membership shall be denied by the Executive Board solely on the basis of sex, race or marital status, or due to any social, political or religious affiliation.

Section 11.1(b) Application for Membership. Application for membership herein shall be presented, in person, on such form or forms as may, from time to time, be prescribed by the Executive Board. All such applications for membership shall be promptly acted upon by the Executive Board.

Section 11.1(c) - Membership. The membership of this Corporation shall consist of such persons and/or entities as have been approved for membership by the Executive Board, provided that:

- (i) Such person or entity shall have executed a subscription agreement and proprietary lease with respect to a specific Unit; and
- (ii) That such person or entity shall not be in default of the terms, conditions and provisions of said subscription agreement and/or proprietary lease; and
- (iii) That such person or entity shall have paid over to the Corporation, the total down payment as set forth in said subscription agreement, for the shares of stock of this Corporation as allocated by the Executive Board, to the Unit covered by such proprietary lease; and
- (iv) That the Corporation shall have issued to such person or entity a certificate evidencing ownership of those shares of stock of this Corporation as allocated by the Executive Board to the Unit covered by such proprietary lease.
- (v) That such person shall have received an Instrument conveying to him/her an ownership interest in a specific Unit.

Section 11.1(d) - Transfer of Membership. Membership in this Corporation shall not be transferable except as hereinafter set forth, and in no event shall a transfer of membership be made upon the books of this Corporation within ten (10) days next, preceding any annual meeting of the membership. In all transfers of membership the Corporation shall be entitled to charge a Member such fee as it shall deem to be appropriate for the purposes of compensation as to the processing of such transfer of membership.

Section 11.1(e) - Death of a Member. Upon the death of a Member, such Member's membership shall pass to such deceased Member's successor in interest.. Such successor in interest may become a member of this Corporation, provided the legal resident/occupant restrictions set forth in Section 10.1(i) of this Declaration are met, by assuming in writing the terms of such deceased Member's Proprietary Lease, accepting if applicable a certificate of devise or distribution from the Estate of such deceased Member and paying

all amounts then due the Corporation. If such successor in interest shall elect not to become a Member of this Corporation as herein before provided or shall be precluded from being a Member by the provisions of the Instruments, then the legal representative of such deceased Member or such successor in interest as the case may be shall proceed in accordance with the procedure herein for the transfer of memberships and a reference contained herein to "Member" is to be construed as reference to the legal representative of the estate of such deceased Member or such successor in interest.

Section 11.1(f) - Option of the Trustees of the Fund For Ministers To Purchase Memberships at Initial Declarant Sale. As of November, 2007, the Declarant is no longer exercising its rights under this Declaration and therefore, Section 11.1(f) is no longer applicable.

Section 11.1(g) - Options of the Trustees for the Fund for Ministers and the Corporation to purchase Memberships on Withdrawal of a Member. If a Member desires to withdraw from the Corporation, he shall simultaneously give written notice of such intention to both the Trustees of the Fund for Ministers and the Corporation, at the addresses hereinafter set forth, and the Trustees of the Fund for Ministers shall have the first option and the Corporation the second option, but not the obligation-for a period of thirty (30) days commencing on receipt of such written notification, to purchase such membership, together with all of such withdrawing Member's rights with respect to the Unit, for an amount of money to be determined by the Executive Board as representing the "Transfer Value" (hereinafter defined) thereof, less any monies due by the withdrawing Member to the Corporation, and less the cost or estimated cost of all deferred maintenance (including but not limited to painting, redecorating and floor finishing) and such repairs and replacements as shall be deemed necessary by the Executive Board in order to place said Unit in suitable condition for another occupant. The purchase by the Trustees of the Fund for Ministers or the Corporation of such membership shall immediately terminate the withdrawing Member's right to occupy said Unit, and such withdrawing Member shall immediately vacate the same. The Trustees of the Fund for Ministers' right to purchase as herein set forth shall be limited by the requirement that it shall at no time, own more than twenty (20) memberships in the Corporation. Notice to the Trustees of the Fund For Ministers and the Corporation as hereinbefore required, shall be sent by certified mail to the following addresses:

Trustees of the Fund For Ministers
c/o Carroll Kann
125 Sherman Street, Hartford, Conn, 06105

Glen Ridge Cooperative, Inc.
1 Silo Circle, Storrs, Conn. 06263

Section 11.1 (h) - Procedure Where The Trustees of the Fund For Ministers and the Corporation Do Not Exercise Option. If the Trustees of the Fund For Ministers and the Corporation waive in writing, their rights to purchase the membership of any withdrawing Member, or if either of them fail to exercise such right within that thirty (30) day period as more particularly set forth above, then the withdrawing Member shall have the right to transfer his membership and to receive therefore, the "Transfer Value" thereof, to any person or entity who has been duly approved for membership herein, by the Executive Board of this Corporation, in accordance with the terms, conditions and provisions of this Article XI.

When the transferee of such withdrawing Member has been approved for membership herein, as hereinbefore provided, and the withdrawing member shall have paid to the Corporation all monies due the Corporation to date, and executed an Instrument conveying such Member's interest in the Unit to the transferee, such withdrawing Member shall be released from all of his obligations and liabilities under the terms of said proprietary lease.

Section 11.1(i) - Transfer Value. Whenever a Member shall sell his membership herein, whether to the Trustees of the Fund For Ministers, the Corporation or to any person or entity, who has been duly approved for membership herein, the term "Transfer Value" shall mean the total of the following:

- (i) The consideration paid by the Member occupant of the Unit involved in such sale for the shares of stock of this Corporation allocated by the Executive Board to such Unit, as shown on the books of the Corporation; and
- (ii) The value, as determined by the Executive Board, of any improvements installed at the expense of the Member with the prior approval of the Executive Board, under a valuation formula which does not provide for reimbursement in an amount in excess of the initial cost of the improvements; and
- (iii) An annualized appreciation rate not in excess of six (6) per cent of the amount initially paid by such Member for membership in this Corporation. Provided, however, that upon any such sale of a membership, the Member shall pay to the Reserve Fund of the Corporation one-third (1/3) of the total amount of said annualized appreciation, which sum shall be added to said Reserve Fund; and
- (iv) Any real estate commission paid for such transfer.

Section 11.1(j)- Corporation Transfer Charge. If the Corporation agrees, at the request of a Member, to assist the Member in finding a purchaser of such Member's membership in this Corporation, then the Corporation, upon the sale of such membership, shall be entitled to charge the withdrawing Member such fee as it deems reasonable for this service.

Section 11.1(k) - Termination of Membership For Cause. In the event that the Executive Board shall terminate the rights of a Member under the terms of the Instruments, said Member shall be required to deliver promptly to the Corporation an Instrument conveying such Member's interest in the Unit, the certificate evidencing ownership of shares of stock of this Corporation, and the proprietary lease, all endorsed in such manner as may be required by the Corporation. The Corporation thereupon, at its election, shall either, (1) purchase said membership at its Transfer Value (as hereinbefore defined) or the amount of money that such Member shall have originally paid for his membership herein, whichever is less, or (2) proceed with reasonable diligence to effect a sale of said membership to a party or entity duly approved for membership herein by the Executive Board, and at a sales price acceptable to the Corporation. The Member whose rights have been terminated shall be entitled to receive the amount so determined, less the following amounts (the determination of such amounts by the Corporation to be conclusive):

- (i) any amounts due to the Corporation from said Member under the terms of said proprietary lease; and
- (ii) the cost or estimated cost of all deferred maintenance, (including but not limited to painting, redecorating and floor finishing) and such other repairs and replacements as shall be deemed necessary by the Executive Board to place a Unit in suitable condition for another occupant; and
- (iii) legal and other expenses incurred by the Corporation in connection with the termination of such Member's rights and the resale of his membership.

In the event that the Member whose membership herein has been terminated shall fail, for a period of ten (10) days after demand, to deliver to the Corporation his certificate evidencing ownership of such shares of stock of this Corporation, said certificate shall thereafter be deemed by the Corporation to be cancelled, and a new certificate of the same tenor and for the same number of shares may be issued by the Corporation to a new Member.

Section 11.2 - Proprietary Leases. Each Member of the Corporation shall be entitled to a Proprietary Lease representing such Member's interest in a corresponding Unit subject to the following restrictions:

Section 11.2(a) - Form of Lease. The Executive Board shall adopt a form of proprietary lease to be used by the Corporation for the leasing of all Units owned by the Corporation (to which shares of stock of the Corporation have been allocated) to the Members hereof. Such proprietary leases shall be for such terms, with or without provisions for renewals,

and shall contain such restrictions, limitations and provisions in respect to the assignment thereof, the subletting and use of the premises demised thereby and the sale and/or transfer of the shares of the Corporation allocated to the Unit covered thereby, and such other terms, provisions, conditions and covenants as the Executive Board may determine. After a proprietary lease in the form so adopted by the Executive Board shall have been executed and delivered by the Corporation, all proprietary leases subsequently executed and delivered shall be the same (except with respect to the statement as to the number of shares of stock of this Corporation allocated to the Unit which is the subject matter of said proprietary lease) unless the modifications or amendments thereto for subsequent use are approved by not less than two-thirds (2/3) of the Members of this Corporation.

Section 11.2(b) - Assignment. Neither a proprietary lease nor a member's right of occupancy to the Unit which is the subject matter of said proprietary lease shall be transferable or assignable, except in the same manner as may now or hereafter be provided, in this Declaration for the transfer of memberships in this Corporation. A duplicate original of each such proprietary lease shall be kept on file in the principal office of this Corporation or with the managing agent, if any, of this Corporation.

Section 11.2(c) - Subleasing. A Member may sublet his/her Unit only to a person who is a legal resident-occupant and only upon approval by the Executive Board. Any sublease shall state that such lease shall be subject in all respects to the provisions of the Instruments. A copy of such sublease shall be kept on file in the principal office of this Corporation or with the Management Agent, if any, of this Corporation. At no time shall more than twenty (20) percent of the total number of Units be occupied by persons other than Members of this Corporation, excepting that this twenty (20) percent non-member residency requirement does not apply to any corporate entity which is a Member of the Corporation and any such entity's units shall not be included in the computation of the number of nonmember resident units for the purpose of this requirement.

Section 11.2(d) - Allocation of Shares. The Executive Board shall allocate to each Unit in any building of the Corporation to be leased to a Member of this Corporation under a proprietary lease that number of shares of stock of this Corporation that shall be owned by such Member. The allocations of shares as to each such Unit shall bear a reasonable relationship to the portion of the value of the Corporation's equity in the building and the land which is attributable to each such Unit.

Section 11.2(e) - Fees on Assignment or Subletting. The Executive Board shall have authority, before an assignment of a proprietary lease or a subletting thereunder, to fix a reasonable fee to cover actual expenses and attorneys' fees of the Corporation in connection with each such proposed transaction and may direct that such attorneys' fees be

paid directly to the attorneys. In connection with any such transaction, the Executive Board may, at its option, require that a certificate of title be rendered to it, at the sole expense of the Member.

Section 11.2(f) - Lost Proprietary Leases. In the event that any proprietary lease in full force and effect is lost, stolen, destroyed or mutilated, the Executive Board may authorize the issuance of a new proprietary lease in lieu thereof, in the same form and with the same terms, provisions, conditions and limitations. The Executive Board may, in its discretion, before the issuance of any such new proprietary lease, require the Member, or the legal representative thereof, to make an affidavit or affirmation setting forth such facts as to the loss, destruction or mutilation as it deems necessary, and to give the Corporation a bond in such reasonable sum as it directs, not exceeding double the value of the shares appurtenant to such lease, to indemnify the Corporation.

Section 11.2(g) - Transfer of a Garage. A Member may only assign such Member's exclusive right to occupy a portion of a Garage Building, together with a proprietary lease in and to a corresponding Unit, excepting, however, that a Member may sublet, in accordance with the terms of the proprietary lease, such Member's designated Garage to any other Member of the Corporation for a term not to exceed the duration of either Member's membership, but in any event only upon written consent of the Corporation.

Section 11.3 - Capital Shares. Each Member of the Corporation shall be entitled to a designated number of capital shares corresponding to such Member's ownership interest in the Corporation subject to the following restrictions:

Section 11.3(a) - Authorization and Rights. No shares hereafter acquired by the Corporation shall be reissued except in connection with the execution by the purchaser thereof, and delivery by the Corporation of a proprietary lease of a Unit, and execution by the Corporation of a deed of conveyance to the purchaser. The ownership of such shares of stock, and the deed of conveyance, shall entitle the owner thereof to occupy the Unit for the purposes specified in the proprietary lease to which the ownership of such shares of stock is appurtenant, subject to the provisions, covenants and agreements contained in the Instruments.

Section 11.3(b) - Form and Record of Shares. Certificates evidencing ownership of shares of stock of the Corporation shall be in the form adopted by the Executive Board; shall be signed by the President or a Vice President, and by the Secretary or an assistant secretary; sealed with the seal of the Corporation, and shall be numbered in the order in which issued. Certificates shall be bound and issued in consecutive order, and in the margin or stub thereof shall be entered the name of the person holding the shares therein represented, the number of shares, the date of issue, and the name of the transfer agent, if applicable.

Each certificate exchanged or returned to the Corporation shall be cancelled, the date of cancellation shall be indicated thereon by the Secretary and such certificate shall be immediately replaced in the certificate book opposite the memorandum of its issue.

Section.11.3(c) - Issuance of Certificates. Shares allocated to the Unit covered by each such proprietary lease shall be issued in the amount allocated by the Executive Board as to each such Unit described in such proprietary lease and shall be represented by a single certificate. Unless and until all proprietary leases which shall have been executed by the Corporation shall have been terminated, no shares shall be issued, transferred or reissued except to Members of the Corporation occupying, under a deed of conveyance and a proprietary lease, the Unit to which such shares have been allocated.

Section 11.3(d) - Transfers. Transfers of shares shall be made upon the books of the Corporation only by the holder in person or by a power of attorney, duly executed and filed with the Secretary of the Corporation and upon the surrender of the certificate for such shares; except that shares sold by the Corporation to satisfy any lien which it holds thereon may be transferred without the surrender of the certificate representing such shares. No transfer of shares shall be valid as against the Corporation, its Members and creditors for any purpose except to render the transferee liable for the debts of the Corporation to the extent provided under any applicable provision of law, until it shall have been entered in the shares ledger, or as required by any then existing applicable provision of law; by an entry stating from whom and to whom transferred. The Executive Board shall have authority before an assignment of shares takes effect as against the Corporation, to fix a reasonable fee to cover actual expenses and attorneys' fees of the Corporation in connection with each such proposed assignment, and may direct that such attorneys' fees be paid directly to the attorneys.

Section 11.3(e) - Units of Issuance. Unless and until all proprietary leases which shall have been executed by the Corporation shall have been terminated, the shares appurtenant to each proprietary lease shall not be sold or assigned except as an entirety to the Corporation or an assignee of such proprietary lease, after complying with and satisfying the requirements of this Declaration in respect to the assignment thereof.

Section 11.3(f) - Lost Certificates. In the event that any certificate evidencing ownership of shares of stock of this Corporation is lost, stolen, destroyed or mutilated, the Executive Board may authorize the issuance of a new certificate of the same tenor and for the same number of shares in lieu thereof. The Executive Board may, in its discretion, and as a condition precedent to the issuance of such new certificate, require the owner of such replaced certificate, or the legal representative of such owner, to make an affidavit or affirmation setting forth such facts as to the loss, destruction or mutilation as the Corporation shall deem to be necessary, and to provide the Corporation, for the purposes

of indemnification, with a bond in such reasonable amount as the Corporation directs, but in no event shall the amount of such bond be more than twice the value of the shares of stock the ownership of which is evidenced by such replaced certificate.

Section 11.3(g) - Legend on Stock Certificates. Unless and until all proprietary leases which shall have been executed by the Corporation shall have been terminated, all certificates evidencing ownership of shares of stock of the Corporation shall bear a legend reading as follows:

"The rights of any owner of the shares evidenced by this Certificate are subject to the provisions of the Certificate of Incorporation; the-By-Laws of Glen Ridge Cooperative, Inc.; the Declaration of Glen Ridge and to all the terms, covenants, conditions and provisions of a certain proprietary lease made between the Corporation as Lessor and the person in whose name this Certificate is issued, as Lessee, for a Unit in the premises known as Glen Ridge Cooperative, Storrs, Connecticut, which limit and restrict the title and rights of any transferee of such shares of stock and this Certificate. The shares of stock represented by this Certificate are transferable only as an entirety and only to an approved assignee of the aforementioned proprietary lease. Copies of the Certificate of Incorporation, Declaration and the proprietary lease are on file and available for inspection at the office of the Corporation.

Pursuant to the Certificate of Incorporation and Declaration, certain actions of the Executive Board and of the Members may require a greater quorum and/or a greater vote than might otherwise be required by law.

Pursuant to the Declaration, the Corporation has a lien on the share of stock represented by this Certificate for all sums due and to become due under the aforesaid proprietary lease and the Executive Board of Glen Ridge Cooperative, Inc., may refuse to consent to the transfer of the shares represented by this Certificate until any indebtedness of the Member of the Corporation is paid in full."

Section 11.3(h) - Distributions. No Member of the Corporation shall be entitled (either conditionally or unconditionally) to receive any distribution not out of earnings and profits of the Corporation, except upon a complete or partial liquidation of the Corporation. No Member of the Corporation shall be entitled to receive any dividend or interest on such Member's share(s) in the Corporation.

Section 11.3(i) - Excess Common Assessments. Any excess funds realized by the Corporation from the Common Expense assessments, shall be used in only one or more of the following ways:

- a) as a distribution to Members in proportion to their patronage as evidenced by their monthly Common Expense Assessments; or
- b) as retained earnings to be added to the Corporation's reserves for replacements;
or
- c) to reduce the monthly Common Expenses to Members, or
- d) for other purposes as authorized by the Members, which purposes shall not be inconsistent with the purposes of this Corporation.

ARTICLE XII
Easements, Licenses

Section 12.1. All easements or licenses to which the Common Interest Community is subject are listed in Exhibit A-1 to the Declaration.

ARTICLE XIII
Reallocation and Allocation of Limited Common Elements

Section 13.1 - Reallocation of Depicted Limited Common Elements. No Limited Common Element depicted on the Plans may be reallocated except by an amendment to the Declaration executed by the Corporation.

ARTICLE XIV
Additions, Alterations and Improvements

Section 14.1 - Additions, Alterations and Improvements by Members. No member shall make any structural addition, structural alteration, or structural improvement in and to the Common Interest Community without the prior written consent thereto of the Executive Board. The Executive Board shall answer any written request by a Unit Owner for approval of such proposed change, within sixty (60) days after such request. The Executive Board shall review requests in accordance with the provisions of its rules. If a Member, for any reason other than by authorized assignment, shall cease to be a Member of the Corporation, such Member shall surrender to the Corporation possession of the Unit including any such additions, alterations and improvements in and to such Unit.

ARTICLE XV
Relocation of Boundaries Between Adjoining Units

Section 15.1 - Application and Amendment. Subject to approval of any structural changes pursuant to Article XIV, the boundaries between adjoining Units may be relocated by an amendment to the Declaration on application to the Corporation by the Members who own those Units. Unless the Executive Board determines, within thirty (30) days after receipt of the application, that the reallocations are unreasonable, the Corporation shall consent to the reallocation and prepare an amendment that identifies the Units involved; states the reallocations and indicates the Corporation's consent. The amendment shall be executed by those Members; contain words of conveyance between them, and, on recordation, be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Corporation.

Section 15.2 - Recording Amendments. The Corporation shall prepare and record Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

The applicants shall pay for all costs incidental to the amendment and its recording.

ARTICLE XVI
Amendments to Declaration

Section 16.1 - General. Except as prohibited below, or as otherwise allowed herein, the Declaration, including the Plans, may be amended only by vote or agreement of the Members to which at least sixty-seven (67) percent of the Votes in Corporation are allocated.

Section 16.2 - Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Corporation pursuant to this section may be brought more than (1) year after the amendment is recorded.

Section 16.3 - Recordation of Amendments. Every amendment to the Declaration shall be recorded in every town in which any portion of the Common Interest Community is located and is effective only on recordation. An amendment, except an amendment pursuant to Article XV of this Declaration, shall be indexed in the grantee's index in the name of the Common Interest Community and the Corporation and in the grantor's index in the name of the parties executing the amendment.

Section 16.4 - When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act and the Declaration, no amendment

may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Members of the Corporation.

Section 16.5 - Execution of Amendments. Amendments to the Declaration required by this Act to be recorded by the Corporation shall be prepared, executed, recorded and certified on behalf of the Corporation by any officer of the Corporation designated for that purpose or, in the absence of designation, by the President of the Corporation.

Section 16.6 - Special Declarant Rights. Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 16.7 - Consent of Holders of Security Rights. Amendments are subject to the consent requirements of Article XIX.

ARTICLE XVII **Amendments to By-Laws**

Section 17.1. The By-Laws may be amended, enlarged or diminished only by the affirmative vote of a majority of the Members of the Corporation represented, whether in person or by proxy, at any membership meeting, or by the affirmative vote of two-thirds (2/3) of the number of Directors fixed in the By-Laws, following Notice and Comment to all Members of the Corporation, at any meeting duly called for such purposes, and then only in conformity with the Certificate of Incorporation of the Corporation.

ARTICLE XVIII **Termination**

Section 18.1. Termination of the Common Interest Community may be accomplished only in accordance with the Act, as may be amended.

ARTICLE XIX **Mortgagee Protection**

Section 19.1 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders of certain Security Interests and others, as identified in Section 19.2. This Article is supplemental to, and not in substitution for, any other provisions of the instruments, but in the case of conflict, this Article shall control.

Section 19.2 - Definitions. As used in this Article, the following terms are defined.

(a) Eligible Mortgagee: The holder of a first Security Interest on a Unit who has notified the Corporation, in writing, of its name and address, and that it holds a mortgage on a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given notices and other rights described in this Article.

(b) Eligible Insurer: An insurer or guarantor of a first mortgage who has notified the Corporation in writing of its name and address and that it has insured or guaranteed a first mortgage on a Unit. Such notice shall be deemed to include a request that the eligible insurer be given the notices and other rights described in this Article.

(c) Percentage of Eligible Mortgagees: Wherever in this Article the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent by Eligible Mortgagees holding mortgages on Units which in the aggregate have allocated to them such specified percentage when compared to the total allocated to all Units then subject to mortgages held by Eligible Mortgagees.

Section 19.3 - Notice of Actions. The Corporation 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 on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable.

(b) Any delinquency in the payment of Common Expense assessments owed by a Member of the Corporation whose Unit is subject to a first mortgage held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Corporation.

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 19.4.

(e) Any judgment rendered against the Corporation.

Section 19.4 - Prior Consent Required.

(a) Document Changes. Notwithstanding any lesser requirement permitted by the Declaration or the Act, no amendment of any material provision of the Instruments by the Corporation or Members of the Corporation in this Subsection 19.4(a) may be adopted without the vote of at least 67% of the Members (or any greater member vote required in

the Declaration or the Act) and until approved in writing by at least 51% of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by the Declaration). Material includes, but is not limited to, any provision affecting:

- (i) Assessments, assessment liens or subordination of assessment liens;
- (ii) Voting rights;
- (iii) Reserves for maintenance, repair and replacement of Common Elements;
- (iv) Responsibility for maintenance and repairs;
- (v) Reallocation of interest in the Common Elements or Limited Common Elements (except that when Limited Common Elements are reallocated by agreement between Members, only those Members and only the Eligible Mortgagees with a Security Interest on such Units must approve such action);
- (vi) Rights to use 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 Members and the Eligible Mortgagees with Security Interests on such Unit or Units must approve such action);
- (viii) Convertibility of Units into Common Elements or Common Elements into Units;
- (ix) Expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;
- (x) Insurance or fidelity bonds;
- (xi) Imposition of restrictions on a Member's right to sell or transfer his or her Unit;
- (xii) Establishment of self-management when professional management had been required previously by an Eligible Mortgagee of a Unit;
- (xiii) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;

(xiv) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and

(xv) The benefits of mortgage holders, insurers or guarantors.

(b) Actions. Notwithstanding any lesser requirement permitted by the Declaration or the Act, the Corporation may not take any of the following actions without the approval of at least 51% of the Eligible Mortgagees:

(i) Convey or encumber the Common Elements or any portion thereof (as to which an 80% Eligible Mortgagee approval is required). (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Common Interest Community shall not be deemed a transfer within the meaning of this clause);

(ii) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;

(iii) The restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;

(iv) Termination of the Common Interest Community (as to which a 67% Eligible Mortgagee approval is required);

(v) 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 members of the Corporation whose Units are affected and Eligible Mortgagees of those Units need approve the action;

(vi) The merger of this Common Interest Community with any other common interest community;

(vii) The creation of any additional improvements on any portion of the Common Elements which is subject to any Development Rights;

(viii) The granting of any easements, leases, licenses and concessions through or over the Common Elements (excluding, however, any utility easements serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one year);

(ix) The assignment of the future income of the Corporation, including its right to receive Common Expense assessments; and

(x) Any action taken not to repair or replace the Property.

Section 19.5 - Development Rights and Special Declarant Rights. No Development Rights may be exercised unless all persons holding Security Interests in the Development Rights consent to the amendment.

Section 19.6 - Inspection of Books. The Corporation shall permit any Eligible Mortgagee and Eligible Insurer to inspect the books and records of the Corporation during normal business hours.

Section 19.7 - Financial Statements. The Corporation shall provide each Eligible Mortgagee and each Eligible Insurer with a copy of an annual financial statement within 90 days following the end of each fiscal year of the Corporation. Such financial statement shall be audited by an independent certified public accountant if:

- (a) the Common Interest Community contains fifty or more Units; or
- (b) any Eligible Mortgagee requests it, in which case the Eligible Mortgagee shall bear the cost of the audit.

Section 19.8 - 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, in law or in equity.

Section 19.9 - Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a member of the Corporation may attend.

ARTICLE XX **Assessment and Collection of Common Expenses**

Section 20.1 - Apportionment of Common Expenses. Except as provided in Section 20.2, all Common Expenses shall be assessed against all Units in accordance with the formula set out in Section 8.2(c).

Section 20.2 - Common Expenses Attributable to Fewer than all Units.

- (a) If any Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.
- (b) Any Common Expense for services provided by the Corporation to an individual Unit

at the request of a Member of the Corporation shall be assessed against the Unit which benefits from such service.

(c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.

(d) Assessments to pay a judgment against the Corporation may be made only against the Units in Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense Liabilities.

(e) If any Common Expense is caused by the misconduct of any Member, the Corporation may assess that expense exclusively against his or her Unit.

(f) Fees, charges, late charges, fines and interest charged against a member of the Corporation pursuant to the Instruments and the Act are enforceable as Common Expense assessments.

Section 20.3 - Lien.

(a) The Corporation has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against the Member of the Corporation from the time the assessment or fine becomes delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Act are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except (1) liens and encumbrances recorded before the recordation of the Declaration and, liens and encumbrances which the Corporation creates, assumes or takes subject to, (2) a first or second security interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent, or, a first or second security interest encumbering only the Members interest and-perfected before the date on which the assessment sought to be enforced became delinquent, and (3) liens for real property taxes and other governmental assessments or charges against the Unit or Cooperative. The lien is also prior to all security interests described in subdivision (2) of this subsection to the extent of the common expense assessments based on the periodic budget adopted by the Corporation pursuant to Section 20.4 of this Article which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce either the Corporation's lien or a security interest described in subdivision (2) of this subsection. This subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Corporation.

- (c) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim or lien for assessment under this section is required.
- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two years after the full amount of the assessments becomes due; provided, that if a member of the corporation whose Unit is subject to a lien under this section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Corporation's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted, or such other appropriate provision of the Bankruptcy Code as the same may be amended.
- (e) This section does not prohibit actions to recover sums for which subsection (a) of this section creates a lien or prohibit the Corporation from taking a deed in lieu of foreclosure.
- (f) A judgment or decree in any action brought under this section shall include costs and reasonable attorney's fees for the prevailing party.
- (g) The Corporation on written request shall furnish to a Member of the Corporation, a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten business days after receipt of the request and is binding on the Corporation, the Executive Board and every Member of the Corporation.
- (h) The Corporation's lien may be foreclosed in like manner as a mortgage on real property.
- (i) On nonpayment of a unit assessment, the Member may be evicted in the same manner as provided by law in the case of an unlawful holdover by a commercial tenant, and the Corporation's lien may be foreclosed.
- (j) No Member of the Corporation may exempt himself or his Unit, from liability for payment of Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which assessments are made.
- (k) In any action by the Corporation to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Member pursuant to Connecticut General Statutes Section 52-504 to collect all sums alleged to be due from that Member prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Corporation during the pendency of the action to the extent of the Corporation's Common Expense assessments based on a periodic budget adopted by the Corporation pursuant to Section 20.4 of this Article.

(1) The statutory lien for assessments granted by this section shall be treated as a tax lien for purposes of determining whether a security interest held by a savings bank is a first lien under Connecticut General Statutes Section 36-99(1)(d)(1).

(m) If a holder of a first or second security interest on a Unit forecloses that security interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that security interest under subsection (b) of this section, Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Members, including the purchaser.

Section 20.4 - Budget Adoption and Ratification. Within thirty days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to all the Members, and shall set a date for a meeting of the Members to consider ratification of the budget not Less than fourteen nor more than thirty days after mailing of the Summary. Unless at that meeting a majority of Members represented, whether in person or by proxy; reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget Last ratified by the Members shall be continued until such time is the Members ratify a subsequent budget proposed by the Executive Board.

Section 20.5 - Ratification of Special Assessments. If the Executive Board votes to levy a special assessment in an amount greater than fifteen (15) percent of the current annual operating budget, the Executive Board shall submit the special assessment to the Members for ratification in the same manner as a budget under Section 20.4.

Section 20.6 - Certificate of Payment of Common Expense Assessments. The Corporation, on written request, shall furnish to a Member a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten business days after receipt of the request and is binding on the Corporation, the Executive Board and every Member.

Section 20.7 - Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 20.1 and 20.2 shall be due and payable monthly.

ARTICLE XXI.
Right to Assign Future Income.

Section 21.1. Upon an affirmative majority vote, of the (Members in attendance at a meeting at which a quorum is present, the Corporation may assign its future income, including its right to receive Common Expense assessments.

ARTICLE XXII
Persons and Units Subject to Instruments.

Section 22.2 - Compliance with Instruments. All Members, tenants, mortgagees and occupants of Units shall comply with the Instruments. The acceptance of a deed of conveyance, a Proprietary Lease or shares of stock in the Corporation, or the entering into of a sublease, or the entering into occupancy of a Unit constitutes agreement that the provisions of the Instruments are accepted and ratified by such Member, tenant, mortgagee or occupant, and all such provisions are covenants running with the land and shall bind any persons having at any time any interest or estate in such Unit.

Section 22.2 -Adoption of Rules. The Executive Board may adopt Rules regarding the use and occupancy of Units, Common Elements, and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

ARTICLE XXIII
Insurance

Section 23.1 - Maintaining Insurance. Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Corporation shall obtain and maintain insurance as required by the Act and the Declaration to the extent reasonably available.

Section 23.2 - Physical Damage. The Corporation shall maintain Property insurance on the Common Elements and the Units insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than one hundred (100%)Percent of the current replacement value, if required by any Eligible Mortgagee, and in any event, not less than the higher of eighty (80%) percent of the actual cash value of the insured property or an amount sufficient to avoid coinsurance under any applicable insurance policy, at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies. The insurance maintained under this section shall include the Units, but need not include improvements and betterments installed by a Member of the Corporation. Prior to obtaining any insurance on Common Elements or the Units under this Section, and at least annually thereafter, the Executive Board shall take reasonable steps satisfactory to the insurance company to determine the replacement cost of the Common Elements Band the Units, or obtain an agreed amount endorsement.

Section 23.3 - Liability Insurance. The Corporation shall maintain liability insurance, including medical payments insurance, in an amount determined by the Executive Board but not less than \$1,000,000.00 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 Common Elements and of the Units.

Section 23.4 - Other Provisions. Insurance policies carried pursuant to Sections 23.2 and 23.3 shall provide that:

- (a) Each Member of the Corporation is an insured person under the policy with respect to liability arising out of his interest in the Common Elements, a Unit or membership in the Corporation.
- (b) The insurer waives its right to, subrogation under the policy against any Member of the Corporation or member of his household;
- (c) No act or omission by any Member of the Corporation, unless acting within the scope of his authority on behalf of the Corporation, will void the policy or be condition to recovery under the policy; and
- (d) If, at the time of a loss under the policy, there is other insurance in the name of a Member of the Corporation covering the same risk covered by the policy, the Corporation's policy provides primary insurance.

Section 23.5 - Insurance Not Reasonably Available. If the insurance described in Sections 23.2 and 23.3 is not reasonably available, the Corporation promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all members of the Corporation.

Section 23.6 Payment of Insurance Proceeds—DELETED

Section 23.7 - Member of the Corporation Policies. An insurance policy issued to the Corporation does not prevent a Member of the Corporation from obtaining insurance for his own benefit.

Section 23.8 - Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

Section 23.9 - Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and Officers of the Corporation in such limits as the Executive Board may, from time to time, determine.

Section 23.10 - Other Insurance. The Executive Board is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate.

Section 23.11 - Member Insurance. Members are obligated to maintain their own insurance on personal property.

Section 23.12 - Insurance Certificates. An insurer that has issued an insurance policy shall issue certificates or memoranda of insurance to the Corporation, and on written request, to any Member of the Corporation or holder of a Security Interest. The insurer issuing the policy may not cancel or refuse to renew it until thirty days after notice of the proposed cancellation or non-renewal has been mailed to the Corporation, each Member of the Corporation and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses,

ARTICLE XXIV.
Damage To Or Destruction of Property.

Section 24.1 - Corporation's Duty to Repair or Restore. Any portion of the Property for which insurance is required under the Act, or for which insurance carried by the Corporation is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Corporation unless:

- a. The Common Interest Community is terminated;
- b. Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- c. Eighty percent of the Members of the Corporation, including every Member owning a Unit or assigned Limited Common Element that would not be rebuilt, vote not to rebuild.

The cost of repair or replace in excess of insurance proceeds shall be a Common Expense.

Section 24.2 – Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, the majority of Members of the Corporation and fifty-one percent of the Eligible Mortgagees.

Section 24.3 Replacement of Less Than Entire Property.

- a. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community;
- b. Except to the extent that other persons will be distributees,
 - i) the insurance proceed attributable to Units and Limited Common Elements that are not to be rebuilt shall be distributed to the Members

owning those Units and the Members owning the Units to which those Limited Common Elements were allocated, or to lien holders, as their interest may appear; and

ii) the remainder of the proceeds shall be distributed to all the Members of the Corporation or lien holders, as their interest may appear, in proportion to the Common Expense liabilities of all the Units.

c. If the Members of the Corporation vote not to rebuild any Unit, the Unit's allocated interests are automatically reallocated on the vote as if the Unit had been condemned under Subsection 7(a) of the Act, and the Corporation shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations.

Section 24.4 Insurance Proceeds. Any loss covered by the property policy under Section 23.2 shall be adjusted with the Corporation, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Corporation, and not to any holder of a Security Interest. The insurance trustee, or if there is no insurance trustee, then the Corporation, shall hold any insurance proceeds in trust for the Corporation, the Members of the Corporation and lien holders as their interest may appear. Subject to the provisions of Subsection 24.1(a) through Subsection 24.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Corporation, the Members of the Corporation, 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 Common Interest Community is terminated.

Section 24.5 Termination of Proprietary Lease. Upon the occurrence of any of the events described in Section 24.1 (a) through Subsection 24.1 (c), the Corporation shall terminate any Proprietary Lease covering any Unit which shall not be repaired or replaced. If the Proprietary Lease is terminated, the Member shall surrender to the Corporation, the certificate for all the shares of the Capitol Stock of the Corporation allocated to such Unit, such certificate to be endorsed to the Corporation. The Member shall also execute a deed of conveyance of such Unit to the Corporation.

Section 24.6—Certificates by the Executive Board. A Trustee, if any, may rely on the following certifications in writing made by the Executive Board:

- (a) Whether or not damaged or destroyed Property is to be repaired or restored;
- (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 24.7—Certificates by Attorneys. If payments are to be made to Members of the Corporation or mortgagees, the Executive Board, and the Trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the land records of the Town of Mansfield from the date of the recording of the original Declaration stating the names of the Members of the Corporation and the mortgagees.

ARTICLE XXV
Eminent Domain

Section 25.1 - Eminent Domain. (a) If a Unit is acquired by eminent domain or part of a Unit is acquired by eminent domain leaving the Member with a remnant that may not practically or law-fully be used for any purpose permitted by the Declaration, the award shall include compensation to the Member for that Unit and its allocated interests, whether or not any Common Elements are acquired, on acquisition, unless the decree otherwise provides, that Unit's allocated interests are automatically reallocated to the remaining Units in proportion to the respective allocated interests of those Units before the taking, and the Corporation shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection is thereafter a Common Element.

(b) Except as provided in subsection (a), if part of a unit is acquired by eminent domain, the award shall compensate the Member for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired, on acquisition, unless the decree otherwise provides, (1) that Unit's allocated interests are reduced in proportion to the reduction in the size of the Unit, or on any other basis specified in the Declaration and (2) the portion of the allocated interests divested from the partially acquired Unit are automatically reallocated to that Unit and to the remaining Units in proportion to the respective allocated interests of those Units before the taking, with the partially-acquired Unit participating in the reallocation on the basis of its reduced allocated interests.

(c) If part of the Common Elements is acquired by eminent domain, the award shall compensate the Members of the Corporation affected by the taking for the reduction in value of the Units resulting from the acquisition, and the portion of the award attributable to the Common Elements taken shall be paid to the Corporation. Any portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the Members owning the Units to which the Limited Common Element was allocated at the time of acquisition.

(d) The court decree shall be recorded in every town in which any portion of the Common Interest Community is located.

(e) If a Unit is taken by exercise of the right of eminent domain, or part of a Unit is acquired by eminent domain leaving the Member with a remnant that may not practically or lawfully be used for any purpose permitted by the Declaration, the Corporation shall terminate the Proprietary Lease associated therewith. If a Proprietary Lease is terminated pursuant to the foregoing sentence, then the Member shall surrender to the Corporation, the certificate for all the shares of the capital stock of the Corporation allocated to such Unit, such certificate to be endorsed to the Corporation. The Member shall also execute a Deed of Conveyance of such Unit to the Corporation.

ARTICLE XXVI
Rights To Notice and Comment; Notice and Hearing

Section 26.1 - Right to Notice and Comment. Before the Executive Board amends the By-laws or the Rules, and at any other time the Executive Board determines, the Members of the Corporation have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Member of the Corporation in writing and shall be delivered personally or by mail to all Members of the Corporation at such address as appears in the records of the Corporation, or published in a newsletter or similar publication which is routinely circulated to all members of the Corporation. 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 Member of the Corporation to be heard at a formally constituted meeting.

Section 26.2 - Right to Notice and Hearing. Whenever the Instruments 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 Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all members of the Corporation 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 26.3 - Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive 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 XXVII
Open Meetings

Section 27.1 - Access. All meetings of the Executive Board, at which action is to be taken by vote at such meeting shall be open to the Members of the Corporation, except as hereafter provided.

Section 27.2 - Notice. Notice of every such meeting shall be given not less than 24 hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the office of the Corporation, except that such notice will not be required if an emergency situation requires that the meeting will be held without delay.

Section 27.3 - Executive Sessions. Meeting of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Members of the Corporation, in either of the following situations only:

- (a) No action is taken at the executive session requiring the affirmative vote of Directors; or
- (b) The action taken at the executive session involves personnel, pending litigation or enforcement actions.

ARTICLE XXVIII
Executive Board

Section 28.1. Notwithstanding any provisions in the By-laws of the Corporation, the Executive Board of the Corporation shall include one director appointed by the Board of Directors of Mansfield Retirement Community, Inc. now known as Glen Ridge Cooperative, Inc. and one director appointed by the Board of Directors of New Samaritan Corporation. Be it further provided that this provision can only be amended, enlarged or diminished by unanimous consent of all Members of the Corporation and by unanimous vote of the Executive Board.

ARTICLE XXIX
Executive Board Limitations

Section 29.1. The Executive Board may not act on behalf of the Corporation to amend the Declaration, to terminate the Common Interest Community or to elect directors of the Executive Board or determine the qualifications, powers and duties, or terms of office of directors, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term. The By-Laws of the Corporation outline all the procedures of and authority given to the Executive Board.

ARTICLE XXX
Miscellaneous

Section 30.1 - Captions. The captions contained in the Instruments are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Instruments nor the intent of any provision thereof.

Section 30.2 - Gender. The use of the masculine gender refers to the feminine and neutral genders, and the use of the singular includes the plural, and vice versa, whenever the context of the Instruments so require.

Section 30.3 - Waiver. No provision contained in the Instruments 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 30.4 - Invalidity. The invalidity of any provision if the Instruments 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 Instruments shall continue in full force and effect.

Section 30.5 - Conflict. The Instruments 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 Instruments and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Instrument, this declaration shall control.

Section 30.6 - Execution of Documents. The president or secretary of the Corporation are responsible for preparing, executing, filing and recording amendments to the Instruments.

Section 30.7 - Use of the word "Membership". Reference herein to "membership" in the Corporation shall also mean ownership of a Unit.

DECLARATION
Exhibit A-1

Description of Land

Three certain parcels of land situated in the Town of Mansfield, County of Tolland and State of Connecticut, being more particularly bounded and described as follows:-

PARCEL NO. 1:

A certain piece or parcel of land situated on the northerly side of South Eagleville Road and the westerly side of Separatist Road being bounded as follows:

Northerly and Easterly: by Separatist Road;

Southerly: by South Eagleville Road; and

Westerly: by land now or formerly of Charles Owen, 365 feet more or less.

Said parcel contains approximately 2 acres.

PARCEL NO. 2:

A certain piece or parcel of land situated on the southerly side of South Eagleville Road and shown and designated as "Parcel 2 Total Area = 28.32 Acres 1,233,764 S.F." on a map or plan entitled "Foley Farm Subdivision Property of Mansfield Retirement Community Inc. South Eagleville Road and Maple Road Mansfield, Conn. Hewitt Engineering, P.C. Consulting Engineers Berlin, Conn. Date Jan. 18, 1982 Scale 1" = 100' Sheet No. 1 of 4 Revised 3/14/82, Revised 3/25/82, Revised 4/22/82, Revised 7/21/82", which map or plan is on file in the Town Clerk's office in the said Town of Mansfield. Said Parcel 2 is more particularly bounded and described as follows:

Beginning at an iron pin set in the southerly street line of said South Eagleville Road, which iron pin marks the northeasterly corner of land now or formerly of Charles A. Owen, Jr., William C. Orr, Edward G. Boettiger and Lawrence L. Parish and the north-westerly corner of the herein described premises, all as shown on said map; thence N 69° 32' 22" E, a distance of 191.56 feet to a point; thence N 73° 31' 30" E, a distance of 46.05 feet to a point; thence S 89° 23' 11" E, a distance of 20.73 feet to a point; thence S 84° 52' 24" E, a distance of 190.93 feet to a point; thence S 82° 23' 44" E, a distance of 93.72 feet to a point; thence S 83° 03' 25" E, a distance of 108.40 feet to a point; thence S 83° 17' 22" E, a distance of 298.42 feet to a C. H.D. monument; thence S 58° 55' 10" E, a distance of 108.87 feet to a C.H.D. monument; thence S 82° 11' 05" E, a distance of 478.80 feet to a point; the last nine distances and courses being along said South Eagleville Road; thence S

43° 13' 00" W, a distance of 4.00 feet to a point; thence S 46° 47' 00" E, a distance of 122.98 feet to a point; thence S 46° 47' 00" E, a distance of 29.86 feet to a point, the last three distances and courses being along land now or formerly of the Town of Mansfield as shown on said map; thence S 57° 15' 03" W, a distance of 365.87 feet to a point; thence S 89° 45' 22" W, a distance of 235.00 feet to a point; thence S 19° 30' 45" W, a distance of 218.55 feet to a point; thence S 34° 04' 01" E, a distance of 280.00 feet to a point; thence S 48° 52' 30" W, a distance of 908.41 feet to a point, the last five distances and courses being along Parcel 1 as shown on said map; thence N 17° 38' 29" W, along land now or formerly of Charles A. Owen, Jr., William C. Orr, Edward G. Boettiger and Lawrence L. Parish, a distance of 1532.96 feet to an iron pin, which iron pin marks the point of beginning.

Excepting however, a parcel conveyed to Mansfield Retirement Community, Inc. by deed dated August 17, 1990 and recorded in Volume 301 Page 60 of the Mansfield Land Records.

PARCEL NO. 3:

A certain parcel of land on the southwesterly side of Silo Road shown on a map entitled "Property of Mansfield Retirement Community, Inc., To Be Conveyed To Mansfield Cooperative, Inc., Silo Road, Mansfield, Connecticut, Scale 1" = 20', November 23, 1985, Prepared by Edward K. Beale, L.S. 480 Sugar Hill Road, Tolland, Connecticut". Said property is more particularly described as follows:

Beginning at a point on the southerly line of Silo Road, said point being the southeast corner of land of Mansfield Cooperative, Inc. and the northeasterly corner of the herein described parcel; thence S 46° 47' 00" E, 40.64 feet along the southerly line of Silo Road to a point; thence S 54° 20' 50" W, 30.19 feet to an iron rod; thence S 54° 20' 50" W, 111.54 feet to an iron rod at the end of a stone wall; thence along a stone wall by the following courses, S 39° 33' 40" W, 117.36 feet to an iron rod, S 83° 14' 50" W, 65.73 feet to an iron rod, N 55° 10' 10" W, 57.83 feet to an iron pipe. The last 5 courses running along Cherrywood Lane. Thence N 57° 15' 03" E, 324.64 feet along land of Mansfield Cooperative, Inc. to the point and place of beginning. This parcel contains 0.406 acres or 17,700 square feet of area.

Said parcels are conveyed subject to the following:

I. As to Parcel No. 1:

1. Drainage rights as more particularly set forth in a Warrantee Deed executed by James H. Barnett and Esther D. Barnett in favor of the State of Connecticut, dated January 23, 1970 and recorded in the Mansfield Land Records in Volume 111 at Page 189.

II. As to Parcel No. 2 ONLY:

1. Pole Line Easement executed by Edward Foley in favor of American Telephone and Telegraph Company, dated August 13, 1902 and recorded in the Mansfield Land Records in Volume 43 at Page 420.

2. Sanitary Sewer Line, Water Line, and Tributary Connection Easement executed by Charles A. Owen, Jr., William C. Orr, Lawrence L. Parrish and Edward G. Boettiger in favor of the Town of Mansfield, dated September 21, 1979 and recorded in the Mansfield Land Records in Volume 174 at Page 268. The description of the premises subject to this Easement was corrected by virtue of a corrected Easement from Charles W. Owen, Jr., William C. Orr, Lawrence L. Parrish and Edward G. Boettiger to the Town of Mansfield, which corrected Easement is dated July 16, 1981 and recorded in the Mansfield Land Records in Volume 190 at Page 289.

3. Conservation Restrictive Covenants as more particularly set forth in a Warranty Deed from Charles A. Owen, Jr., William C. Orr, Lawrence L. Parrish and Edward G. Boettiger to Mansfield Retirement Community, Inc., dated July 16, 1981 and recorded in the Mansfield Land Records in Volume 190 at Page 292.

4. A Community Sewer System Operation and Maintenance Agreement by and between Mansfield Cooperative, Inc. and the Town of Mansfield Water Pollution Control Authority, dated July 7, 1982 and recorded in the Mansfield Land Records in Volume 199 at Page 263.

5. Easement for Sewer Line, Water Line and Tributary Connections from Mansfield Retirement Community, Inc. to the Town of Mansfield, dated July 16, 1982 and recorded in the Mansfield Land Records in Volume 201 at Page 31.

6. Conservation Easement from Mansfield Retirement Community, Inc. to the Town of Mansfield, dated July 16, 1982 and recorded in the Mansfield Land Records in Volume 201 at Page 35.

7. An easement from Mansfield Cooperative, Inc. to Mansfield Retirement Community, Inc. dated August 28, 1984 and recorded in the Mansfield Land Records in Volume 222 at Page 22 (exclusive of Phase IA of Parcel No. 2).

8. An easement from Mansfield Retirement Cooperative, Inc. to Connecticut Light & Power Company, dated March 21, 1986 and recorded in Volume 235 at Page 303 of the Mansfield Land Records.

9. An easement from Mansfield Cooperative, Inc. to the Connecticut Light and Power Company dated March 13, 1986 and recorded in Volume 235 at Page 305 of the Mansfield Land Records.

10. A sewer construction agreement between Mansfield Cooperative, Inc. and the Town of Mansfield recorded in the Mansfield Land Records in Volume 267 at Page 121.

11. An easement from Mansfield Cooperative, Inc. to Connecticut Light and Power Company recorded in Volume 268 at Page 439 of the Mansfield Land Records.

12. A Contractor's Affidavit from Mansfield Cooperative, Inc. to Keenan & Navarro recorded in Volume 267 at Page 64 of the Mansfield Land Records.

13. An easement from Mansfield Cooperative, Inc. to the Connecticut Light and Power Company dated August 13, 1993 and recorded on the Mansfield Land Records.

14. A mechanic's lien by Builder's Concrete of Windham, Inc. dated December 6, 1993 and recorded on the Mansfield Land Records.

.

III. As to Parcel No. 3 only:

1. Conservation Easement from Mansfield Retirement community, Inc. to the Town of Mansfield, dated July 16, 1982 and recorded in the Mansfield Land Records in Volume 201 at page 35.

2. An easement from Mansfield Cooperative, Inc. to the Connecticut Light and Power Company dated March 13, 1986 and recorded in Volume 235 at Page 305 of the Mansfield Land Records.

3. Water pipeline easement reserved by Mansfield Retirement Community, Inc. by deed dated March 21, 1986 and recorded in Volume 235 at Page 228 of the Mansfield Land Records. .

IV. As to Parcels No. 1 and No. 2:

1. A mortgage in the original principal amount of \$29,325.13 executed by Mansfield Cooperative, Inc. in favor of Trustees of the Fund for Ministers, dated October 5, 1982 and recorded in the Mansfield Land Records in Volume 202 at Page 14. (The mortgage shall be released prior to any completed phase being conveyed to the Association.)

2. A mortgage in the original principal amount of \$150,000.00 executed by Mansfield Cooperative, Inc. in favor of Trustees of the Fund for Ministers, dated December 7, 1983 and recorded in the Mansfield Land Records in Volume 216 at page 25 as modified as of record appears. (The mortgage shall be released prior to any completed phase being conveyed to the Association.)

3. An Open-End Construction Mortgage Deed and Security Agreement in favor of the Savings Institute dated April 16, 1993, and recorded in Volume 333, Page 419 of the Mansfield Land Records. (Which instrument shall be released prior to any completed phase being conveyed to the Association.)

4. An Assignment of Leases and Rents in favor of The Savings Institute dated April 16, 1993 and recorded in Volume 333, page 447 of the Mansfield Land Records. (Which instrument shall be released prior to any completed phase being conveyed to the Association.)

V. As to Parcels No. 1, No. 2 and No. 3:

1. Any and all provisions of any ordinance, municipal regulations, public or private law.

2. Taxes due under the current assessment list for the Town of Mansfield.

3. Declaration of Covenants, Conditions and Restrictions by Mansfield Cooperative, Inc. for Mansfield Retirement Cooperative dated November 1, 1983 and recorded in the Mansfield Land Records in Volume 216 at Page 1.

4. An Amended and Restated Declaration of Mansfield Retirement Cooperative dated September 11, 1984 and recorded in the Mansfield Land Records in Volume 222, Page 25.

5. Amendment to Declaration of Mansfield Retirement Cooperative, aka, Glen Ridge, dated April 17, 1986 and recorded in the Mansfield Land Records in Volume 236 at page 68.

6. Amendment to Declaration of Mansfield Retirement Cooperative, aka, Glen Ridge, dated April 17, 1986 and recorded in the Mansfield Land Records in Volume 236 at Page 76.

7. An Amendment to Declaration (Second Amended and Restated Declaration) Glen Ridge dated March 16, 1988 and recorded in the Mansfield Land Records in Volume 267 at Page 326.

8. An Amendment to Declaration of Mansfield Retirement Cooperative, aka, Glen Ridge, dated October 21, 1988 and recorded in the Mansfield Land Records in Volume 267 at Page 326.

9. Inchoate Mechanics Liens if any which will be released at closing as to the purchaser's Unit.

10. The Declarant's right to construct underground utility lines, pipes, wires, ducts,

conduits and other facilities across the Property for the purpose of furnishing utility and other services to buildings and improvements to be constructed on the Property.

11. The Declarant's right to grant easements to public utility companies and to convey improvements within those easements anywhere in the common interest community for the purpose of furnishing utility and other services to buildings and improvements to be constructed on the Property.

12. Certificate of Change of Corporate Name from Mansfield Retirement Co-operative, Inc. to Glen Ridge Cooperative, Inc. dated December 15, 1988 and recorded in the Mansfield Land Records.

13. An Amendment to Declaration of Glen Ridge dated December 29, 1988 and recorded in Volume 280, Page 336 of the Mansfield Land Records.

14. An Amendment to Declaration of Glen Ridge dated January 18, 1989 and recorded in Volume 281, Page 186 of the Mansfield Land Records.

15. An Amendment to Declaration of Glen Ridge dated August 17, 1990 and recorded in Volume 301, Page 58 of the Mansfield Land Records.

16. An Amendment to Declaration of Glen Ridge dated April 10 1990 and recorded in Volume 301, page 159 of the Mansfield Land Records.

DECLARATION
Exhibit A-2

- | | |
|-----|---|
| I. | Table of Current Unit Information |
| a) | Unit Number: 11 |
| b) | Current Owner: Minna Clark |
| c) | Stock Certificate Number: 5 |
| d) | Date of Proprietary Lease: May 5, 1983 |
| e) | holders of Security Interests: United Bank & Trust
Company I |
| II. | a) Unit Number: 12 |
| | b) Current Owner: Elmore and Lilly Nelson |
| | c) Stock Certificate Number: 7 |
| | d) Date of Proprietary Lease: October 20, 1983 |
| | e) Holders of Security Interests: None |
| *** | a) Unit Number: 13 |
| | B) Current Owner: Frank J. Lukacs |
| | c) Stock Certificate Number: 8 |
| | d) Date of Proprietary Lease: September 12, 1984 |
| | e) Holders of Security Interests: None |
| IV. | a) Unit Number: 21 |
| | b-TCurrent Owner: Robert F. and Marion F. Burnham |
| | c) Stock Certificate Number: 12 |
| | d) Date of Proprietary Lease: July 11, 1986 |
| | e) Holders of Security Interests: None |

Exhibit A-2
Continued

- V. a) Unit Number: 22
b) Current Owner: Lynn and Evelyn D. Glazier
c) Stock Certificate Number: 9
d) Date of Proprietary Lease: April 17, 1986
e) Holders of Security Interests: None
- VI. a) Unit Number: 23
b) Current Owner: Frances W. Cook
c) Stock Certificate Number: 10
d) Date of Proprietary Lease: April 17, 1986
e) Holders of Security Interests: None
- VII. a) Unit Number: 24
b) Current Owner: Hamilton and Eva Eaton
c) Stock Certificate Number: 11
d) Date of Proprietary Lease: April 17, 1986
e) Holders of Security Interests: None

The facts contained herein accurately restate facts contained in the Books and Records of the Corporation, which Books, Records and copies of the Proprietary Lease are located at Juniper Hill Village, 1 Silo Circle, Storrs, CT. 06268.

DECLARATION

Exhibit A-4

A parcel of land southerly and to the rear of South Eagleville Road in the Town of Mansfield, County of Tolland and State of Connecticut, being more particularly described as follows:

Commencing at an iron pin which marks the southeast corner I of the herein described premises, which pin is 886.02 feet running along a stone wall from a drill hole set in a boulder on the westerly side of Maple Road; thence N 34°01'01"W 637.99 feet to a point which marks the northeast corner of the herein described premises; thence S 48° 52'13"W, 908.41 feet to a point which marks the northwest corner of the herein described premises; thence S 17° 38' 29" E, 443.00 feet to an iron pin which pin marks the southwest corner of the herein described premises; thence N 62° 50' 36" E along a stone wall a distance of 255.54 feet to a point; thence N 61° 24' 49" E, 158.62 feet to a point; thence N 60° 45' 09" E, 238.61 feet to a point; thence N 60° 21' 07"E, 183.44 feet to a point; thence N 63° 03' 32" E, 46.58 feet to the point and place of beginning.

Said premises containing 11.79 acres, more or less.

Reference may be had to two certain maps entitled: "Map Showing Property Of LAWRENCE L. PARRISH AND OTHERS South Eagleville Road and Maple Road Mansfield, Conn. Hewitt Engineering, P.C. Consulting Engineers Berlin, Conn. Date May 30, 1978 Scale 1" = 100' Reviewed Oct 8 1979 Revised Oct. 30, 1979 MEH Conservation Ease Added Revised Jul, 10, 1981 MEH" and "Property Of MANSFIELD RETIREMENT COMMUNITY Inc. South Eagleville Road and Maple Road Mansfield, Conn. Hewitt Engineering, P.C. Consulting Engineers Berlin, Conn. Date Jan, 18, 1982 Scale 1"=100'Revisions 3/14/82 BNB 3/25/82 MEA 4/22/82 MEH", which maps are recorded on the Mansfield Land Records.

DECLARATION
Exhibit A-5

See Information recorded in Volume 222, page 25.