

PREFACE

The Wesleyan Hills Association, Inc. and the Covenants and Restrictions for Wesleyan Hills have been established as an integral part of the design of the neighborhood as a Planned Residential Development. They are to assure that the excellence of the neighborhood is continued by those who own it and live in it, and thus to enhance your enjoyment of Wesleyan Hills as a resident, and to maintain and improve your investment in Wesleyan Hills as a property owner.

The legal documents for achieving these purposes have been very carefully prepared. Herewith, in full, the documents are presented to you as a purchaser for your examination and reference.

AMENDED AND RESTATED DECLARATION

WESLEYAN HILLS

WHEREAS, Wesleyan Hills is a planned residential community with permanent parks, open space and other common facilities for the benefit of such community and the social welfare of the Owners of the Lots and Living Units and the Tenants residing within such community; and

WHEREAS, Wesleyan Hills was constructed or caused to be constructed by Hill Development Corporation, a Connecticut corporation (hereinafter "Hill"); and

WHEREAS, Hill desired to provide for the preservation of the values and amenities in said community and for the preservation, maintenance and improvement of said parks, open space and common facilities, and to that end subjected the real property set forth in a Declaration dated August 21, 1969, entitled "Declaration of Covenants and Restrictions" recorded on August 21, 1969, in Volume 365 at Page 583 of the Middletown Land Records (the "Declaration") to the covenants, restrictions, easements, charges, assessments and liens set forth therein; and

WHEREAS, subsequent to the filing of the original Declaration, Hill added additional property to Wesleyan Hills and thereby subjected such real property to the covenants and restrictions set forth in the original Declaration; and

WHEREAS, Hill created an agency to which it delegated the powers of maintaining, improving and administering the common facilities, promoting the social welfare of the residents and Owners of the property in the community, administering and enforcing the covenants and restrictions in collecting and disbursing assessments and charges created and caused to be incorporated as a non-stock corporation under the laws of the State of Connecticut, Wesleyan Hills Association, Inc., for the purposes of exercising the aforementioned functions thereof; and

WHEREAS, subsequent to the filing of the original Declaration, amendments to the Declaration were filed over time, and additional properties declared; and

WHEREAS, Wesleyan Hills Association, Inc. sought to incorporate all the prior amendments to the Declaration and to add additional amendments into a single document; and

Revision Date: 5-99

WHEREAS, Wesleyan Hills Association, Inc. is desirous of filing an Amended and Restated Declaration which incorporates all the prior amendments as well as additional changes approved by the Council and the Board of Directors of the Association pursuant to Article XIII of the Declaration.

NOW THEREFORE, Wesleyan Hills Association, Inc., pursuant to Declaration Article XIII, hereby files the following Amended and Restated Declaration.

ARTICLE I

Definitions

1.1. The following words and terms when used in this Amended and Restated Declaration or any amendments thereto shall have the following meanings:

ASSOCIATION - Wesleyan Hills Association, Inc.

DIRECTORS - The Board of Directors of the Association.

COUNCIL - The Association Council consisting of the elected representatives of the several Mini-Neighborhoods.

THE PROPERTIES - All the real property at any time subject to this Declaration including, but not limited to, all the real property subject to the Declaration of Covenants and Restrictions recorded in Volume 365 at Page 583 of the Middletown Land Records, and all subsequent amendments thereto.

COMMON LAND - Land devoted to the social welfare, use and enjoyment of Owners and Tenants of The Properties and actually conveyed to the Association as provided in the Declaration.

DECLARATION - This document and any amendments thereto.

MINI-NEIGHBORHOOD - Land comprising a part of The Properties and shown as a "mini-neighborhood" on a subdivision map filed or recorded in the office of the appropriate Town or City Clerk or as established by the Board of Directors of Hill Development Corporation and as set forth in an instrument recorded in the land records of the City of Middletown.

MINI-NEIGHBORHOOD ASSOCIATION - The Owners of Lots or Living Units and Tenants from time to time residing in a Mini-Neighborhood.

There shall be as many Mini-Neighborhood Associations as there are Mini-Neighborhoods located on The Properties.

MINI-NEIGHBORHOOD RESERVED AREA - Land devoted to the social welfare, use and enjoyment of the Owners and Tenants of the Mini-Neighborhood within which such land is located and which has been actually conveyed to the Association as provided in the Declaration.

LOT - Any Lot shown on any recorded subdivision map of The Properties except Common Land and Mini-Neighborhood Reserved Areas.

LIVING UNIT - Any building or portion of a building situated upon The Properties designed and intended for use and occupancy as a residence, including apartments, cooperative apartments, and condominium units.

OWNER - The record owner, whether one (1) or more persons or entities, of any Living Unit or Lot within The Properties. No mortgagee shall be deemed an Owner until such mortgagee has acquired title to a Lot or Living Unit pursuant to a foreclosure or proceeding in lieu thereof.

TENANT - Any one (1) or more persons, other than an Owner, occupying a Living Unit pursuant to an agreement made by him or them with the Owner.

MEMBER - A Member of the Association.

YEAR - A calendar year.

ARTICLE II

Description Of Property

2.1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Middletown, Connecticut and is more particularly described as follows:

[TO BE COMPLETED TO INCLUDE
ALL LAND MADE PART OF WESLEYAN HILLS]

Said real property is hereinafter referred to as the "Existing Property".

2.2. Intentionally omitted.

2.3. Any amendments to the Declaration adding land must provide that:

(a) any land to which the Covenants and Restrictions shall be extended and the Owners thereof shall become subject to assessments and charges to at least the same amounts as those applicable to the Existing Property and the Owners thereof;

(b) no such Supplementary Declaration shall revoke, alter or amend the Covenants and Restrictions set forth in this Declaration with respect to the Existing Property or revoke, alter or amend the Covenants and Restrictions set forth in any previously recorded Supplementary Declaration with respect to the lands made subject thereto.

ARTICLE III

Mini-Neighborhood Associations

3.1. There shall be one (1) Mini-Neighborhood Association for each Mini-Neighborhood with The Properties.

3.2. Each Mini-Neighborhood Association shall be organized to promote the social welfare, including the health, safety, education, culture, recreation, comfort and convenience of the Owners of Lots or Living Units or tenants who reside in the Mini-Neighborhood, to elect representatives to the Council, to receive from the Board of Directors a portion of the annual assessments levied pursuant hereto and use such funds at

their exclusive discretion, but only in connection with carrying out their stated purposes, and to determine the manner in which the Mini-Neighborhoods Reserved Area located within its bounds shall be used, enjoyed and improved, and make and enforce rules and regulations with respect thereto; provided, such reserved areas shall be devoted exclusively to non-commercial uses in furtherance of the purposes of the Mini-Neighborhood Association.

3.3. Each Owner and Tenant shall automatically be a member of the Mini-Neighborhood Association of the Mini-Neighborhood in which he owns a Lot or Living Unit or resides as a Tenant.

3.4. Such Owners and Tenants shall have voting rights in the Mini-Neighborhood Association of which they are members, as follows:

(a) Owners of vacant Lots and Owners of Owner occupied Living Units shall have one (1) vote for each vacant Lot or Living Unit owned;

(b) Each Owner of one (1) or more Living Units occupied by a Tenant or designed and intended for Tenant occupancy shall have one-half ($\frac{1}{2}$) vote for each such Living Unit owned;

(c) Each Tenant shall have one-half ($\frac{1}{2}$) of one (1) vote.

3.5. The voting rights of a corporation which is the Owner of a Lot or Living Unit or a Tenant shall be exercised only by a person named in a certificate signed by an officer of the corporation and filed with the clerk of the Mini-Neighborhood Association of which the corporation is a member. Any such certificate filed by a corporation shall be valid until revoked or superseded by a subsequent certificate, or until the corporation ceases to be a member of the Mini-Neighborhood Association.

3.6. If more than one (1) person shall be a Tenant or the Owner of a Lot or Living Unit, all such persons shall have the right to attend all meetings of the Mini-Neighborhood Association of which they are members, but all those present at any such meeting must act unanimously in order to cast the votes to which they are entitled.

3.7. Members of each Mini-Neighborhood Association shall have the right to vote on the following matters and no others:

(a) the election of the representatives from the Mini-Neighborhood of which they are members, to the Council;

(b) all matters affecting the conduct of the affairs of the Mini-Neighborhood Association of which they are members.

ARTICLE IV

Membership And Voting Rights In the Association

4.1. Each Owner and Tenant shall automatically be a Member of the Association.

4.2. The individual voting rights of Members shall be exercised exclusively within the Mini-Neighborhood Associations of which they are Members, except as otherwise required by law.

4.3. Each Owner's rights of membership are subject to the payment of annual and special assessments levied by the Association. The membership rights of any person whose interest in any Lot or Living Unit is subject to assessments under the Declaration, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during such period as any assessment for which he is liable shall be delinquent; but, upon payment of such assessments, his rights and privileges shall be automatically restored.

4.4. If the Directors adopt and publish rules and regulations governing the use of the Common Land and facilities and the personal conduct of any person thereon, the Directors may, in their discretion, suspend, for a period not to exceed thirty (30) days, the rights of any such person for violation of such rules and regulations.

ARTICLE V

The Association Council

5.1. General. The Council shall consist of two (2) representatives from each Mini-Neighborhood. The Board of Directors may, from time to time, make such regulations as it shall deem wise regarding the number of Council representatives to which the several Mini-Neighborhoods shall be entitled, provided such regulations shall be uniformly applicable to all the Mini-Neighborhoods and, further provided, that no such regulation shall reduce the number of Council representatives to which any Mini-Neighborhood shall be entitled to fewer than two (2). Council members shall be Owners or Tenants, or their spouses, and in the Mini-Neighborhood represented by them.

5.2. Duties. The Council shall:

- (a) elect certain members of the Board of Directors as hereinafter provided;
- (b) have the right, by the vote of two-thirds (2/3) of the voting strength of all its members, to recommend to the Board of Directors amendments to this Declaration and any Supplementary Declaration made pursuant hereto;
- (c) have the right, by the vote of two-thirds (2/3) of the voting strength of all its members, to vote special assessments, subject to the approval of the Board of Directors as hereinafter provided;
- (d) consider and make recommendations to the Board of Directors for the benefit and welfare of The Properties and the Owners and Tenants thereof; and
- (e) have the right, by the vote of a majority of the voting strength of all its members, to approve all capital expenditures funded with Association reserves.

5.3. Voting. In all matters of voting in the Council, the collective voting strength of the Council members representing each Mini-Neighborhood shall be one (1) vote for each One Hundred (\$100) Dollars or fraction thereof of assessments (exclusive of special assessments) assessed during the previous year against the Lots and Living Units located in that Mini-Neighborhood.

The representative or representatives of a Mini-Neighborhood present at a meeting of the Council shall have the right to exercise the collective voting strength of all the Council members representing that Mini-Neighborhood, and each such representative present shall have the right to cast an equal number of votes.

5.4. Majority. Except as otherwise specifically provided herein with respect to the voting of special assessments and amendments to this Declaration or any Supplementary Declaration made pursuant hereto, all action of the Council shall be by a majority of the aggregate of all the votes represented at the meeting of the Council at which the vote is taken.

5.5. Quorum. One (1) representative from a majority of all the Mini-Neighborhoods entitled to representation in the Council shall constitute a quorum of the Council for all purposes except for the voting of proposed special assessments and voting proposed amendments to this Declaration or any Supplementary Declaration.

5.6. Special Assessments and Declaration Amendments. One (1) representative from seventy-five (75%) percent of all the Mini-Neighborhoods entitled to representation in the Council shall constitute a quorum of the Council for purposes of voting proposed special assessments and voting proposed amendments to this Declaration or any Supplementary Declaration.

ARTICLE VI

Board Of Directors

6.1. General. Directors of the Association shall be elected by the Council at its June meeting for a term of five (5) years. The Council shall at its June meeting elect one (1) Director for each 200 Members of the Association; provided that the total number of Directors at any time in office shall not be less than seven (7) or more than nine (9). Directors shall be a Member or a spouse of a Member of the Association. Directors elected by the Council shall take office at the October Meeting following their election.

6.2. Vacancies. Vacancies in the Board caused by any reason shall be filled at a meeting of the Council held for that purpose at any time after the occurrence of any such vacancy. Each person so elected shall serve for the remainder of the term of the Director so replaced.

6.3. Removal. A member of the Board may be removed with or without cause by a majority vote, at a special meeting of the Board that has a quorum. The Council, by a majority vote of the voting strength of all its members, must also vote in favor of removal.

6.4. Duties. In addition to the duties set forth in Article VII of the Bylaws, the Directors shall take all such measures as may be necessary to:

(a) restrict the use of the Common Land and Mini-Neighborhood Reserved Area to non-commercial uses devoted to the social welfare, including the health, safety, education, culture, comfort and convenience of the persons entitled to the use thereof;

(b) provide for the maintenance of those portions of such land as may require maintenance and provide funds for any such necessary maintenance;

(c) obtain and at all times maintain in force public liability insurance in such amounts and coverages as may be reasonably adequate to protect the Association against claims for damages or personal injury (including death) arising or resulting from its ownership of the Common Land and Mini-Neighborhood Reserved Areas;

(d) keep all the improvements from time to time existing on such land insured against loss by fire or other casualty, which insurance shall include the standard extended coverage endorsement and be in such amounts as may be necessary to prevent the Association's becoming a co-insurer thereof;

(e) recover all amounts due the Association on account of any loss sustained by reason of any casualty, condemnation or otherwise; and

(f) assign the Association's right to future income, including the right to receive Assessments provided that the Council, by a two thirds (2/3) vote of the voting strength of its members, has voted in favor of the assignment of Association income.

6.5. The Directors shall:

- (a) adopt and publish rules and regulations governing the use of the Common Land and the facilities thereon and the personal conduct of the Members, their families and guests thereon;
- (b) determine the amounts of the annual assessments for which provision is made by Article VII hereof;
- (c) distribute each year to each Mini-Neighborhood Association such portion of the annual assessments paid to the Association by the members thereof as they shall deem advisable; provided, that such distribution shall not be less than fifteen (15%) percent of such payments and shall be made on terms uniformly applicable to all the Mini-Neighborhood Associations;
- (d) maintain all Common Land in accordance with this Declaration, the Bylaws of Wesleyan Hills Association, Inc., and any municipal ordinances or regulations of the City of Middletown;
- (e) shall provide minutes and financial reports to the Council, as well as any other financial information which the Council may request from time to time, and shall allow two (2) officers of the Council to attend its meeting.

6.6. Special Assessments and Declaration Amendments. The Board of Directors shall have authority, by the affirmative vote of a majority of all its members, to ratify special assessments and to ratify amendments to this Declaration or any Supplementary Declaration which may be proposed by the Council.

If the Board of Directors shall fail to consider and vote on a special assessment or amendment proposed by the Council within sixty (60) days after written notice thereof is received by it, such proposal shall be deemed ratified by the Board of Directors.

6.7. Fines. The Board of Directors shall have the authority, after notice and hearing, by an affirmative vote of a majority of its members, to levy a fine up to \$25.00 per day for each day that a violation persists upon any Owner or Tenant for any violation(s) of the covenants and use restrictions of the Declaration and any other provision in the governing documents of the Association, in the manner provided by this Declaration. All fines, costs and other charges incurred in enforcing the provisions of this Declaration, together with interest at the rate of eighteen (18%) percent per annum until payment in full is made, and reasonable attorney's fees associated with enforcement or cure of the violation, shall be collectible as Assessments pursuant to this Declaration and Conn. Gen. Stat. § 47-257 and § 47-258, as the same may be amended from time to time.

6.8. Right to Notice and Hearing. Whenever it is required 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 Board of Directors, a committee, an officer, the manager, etc.) shall give

written notice of the proposed action to all Owners or occupants of Lots or Living 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 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.

6.9. Appeals. Any Person having a right to Notice and Hearing, other than those circumstances governed by Articles IX and X for which a separate appeal process is established, shall have the right to appeal to the Board of Directors from a decision of persons other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors 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 VII

Assessments

7.1. Each and every Owner of any Lot or Living Unit within The Properties shall, by the acceptance of title thereto, whether or not there shall be a reference to such covenant in the deed or other conveyance to such Owner, be deemed to covenant and agree to pay to the Association: (1) annual assessments and (2) special assessments to be fixed, established and collected from time to time as hereinafter provided.

7.2. Annual and special assessments made pursuant hereto, together with interest thereon and all costs of collection thereof, including reasonable attorney's fees, shall be a charge on the land and a continuing lien upon the property against which such assessment is made and shall also be the personal obligation of the Owner of such property at the time the payment thereof shall become due.

7.3. All assessments levied by the Association, except that portion of the annual assessments distributed to Mini-Neighborhood Associations, shall be used exclusively for the purpose of promoting the social welfare of the Tenants and Owners of The Properties.

7.4. Assessment Amounts.

(a) The amount of the annual assessment against Lots and Living Units subject to assessment pursuant hereto shall each year be fixed by the Board of Directors and shall be based on the amount of the assessed value thereof for Real Estate Tax purposes, as shown on the Grand List of the town or city in which the same are situated for its fiscal year ("assessed value") during which such annual assessment is payable.

(b) In the event that the assessed value of a Lot or Living Unit as shown on such Grand List is based on no or incomplete construction of the Living Unit, such assessed value shall be the basis for assessment until such time as a Certificate of Occupancy for a Living Unit is issued by the appropriate municipal agency, ninety (90) days after which time an estimate of the assessed value based on completed construction shall be used as a basis for assessment until such time as the Grand List shall reflect the completed construction. During the first fiscal year that an assessment is increased in this way, the increased assessment will not apply to any time prior to ninety (90) days after the issue date of the Certificate of Occupancy, and only a pro-rated share of a full year's assessment will be payable at that time based on the remaining full months of the fiscal year in which the assessment is levied.

7.5. In addition to the annual assessments authorized by paragraph 7.4 hereof, the Association may, by the vote of two-thirds (2/3) of the aggregate voting strength of the Council and a majority vote of all the members of the Board of Directors, during any year, levy one or more special assessments against each Lot and Living Unit subject to assessment hereunder for the purpose of defraying, in whole or in part, any expenses of the Association, the cost of any construction of capital improvements upon the Common Land, including any fixtures or other personal property related thereto, and the repair or replacement of any such capital improvement, fixtures or personal property; provided that no Owner shall be required to make payments on account of special assessments, during any one (1) Year, in excess of Three (\$3.00) Dollars for each One

Thousand (\$1,000) Dollars of the assessed value of the Lots and Living Units owned by him.

7.6. Annual assessments for each Year shall be fixed as promptly as practicable after October 1 of the previous year, and shall be payable in two (2) installments, January 1 and July 1 of each year. Special assessments authorized by paragraph 7.5 hereof may be fixed at any time and shall be payable in one or more installments as the Board of Directors shall determine. Special assessments or installments of special assessments shall be payable on such date or dates as the Directors shall determine.

7.7. Assessment Notices.

(a) The Board of Directors of the Association shall, immediately after fixing the amount of the annual assessment or ratifying any special assessment voted by the Council, prepare a roster of all the Lots and Living Units subject to assessment and the assessment applicable to each of them and, in the case of special assessments, the number of installments in which the special assessment is payable and the date on which each installment is payable, which roster shall be open to inspection by an Owner at reasonable times and places fixed by the Board of Directors.

(b) The Association shall, upon demand, furnish to any Owner liable for any assessment a certificate in writing signed by an officer of the Association with the seal of the Association affixed thereto, setting forth whether said assessment has been paid and the amount of any unpaid assessment. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

(c) Written notice of each assessment for which he is liable shall be sent to every Owner at least thirty (30) days before the due date thereof, but failure to send such notice shall not impair the validity of any assessment or any remedy of the Association for the collection thereof.

7.8. If any assessment or any installment of any special assessment payable in installments shall not be paid on the date when due, then such assessment or installment shall become delinquent and shall, together with interest thereon and all costs of collection thereof, as hereinafter provided, thereupon become a charge on the realty and a continuing lien on the property against which the assessment or special assessment was levied and shall also be the personal obligation of the Owner of such property at the time the assessment became due. The Association may, at its sole discretion, accelerate all payments of assessments or special assessments which would have been due in the calendar year in which the delinquency first arose.

If any such assessment or installment is not paid within thirty (30) days after the delinquency date, the same shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum until paid. If any such assessment or installment is not paid within ten (10) days of the date on which it is due, a late charge of \$25.00 is due in addition to the assessment or installment. Payments received shall be applied as follows: First, to costs, attorney's fees and expenses incurred in the collection of any assessments or installments; Second, to outstanding fines; Third, to late charges; Fourth, to special assessments; and Fifth, to the oldest assessment or installment balance due. If any such assessment, installment, interest or late charge is not paid at the time it becomes due, the Association may bring any appropriate action or proceeding for the collection thereof against the Owner personally obligated to pay the same, and the Association may seek to foreclose the lien against the property, and in either event the Association shall be entitled to recover all its costs of collection, including a reasonable attorney's fee.

7.9. The annual assessments herein provided for shall commence on the date fixed by the Board of Directors of the Association. The amount of the assessment which may be fixed for the balance of the first Year shall be an amount which bears the same ratio to the maximum annual assessment for that Year as the number of full months remaining in that Year bears to twelve (12). The same reduction in annual assessments and installments of special assessments shall apply to assessments against Lots and Living Units hereafter added to The Properties at any time other than the first day of a Year.

7.10. Lien for Assessments.

(a) The Association has a statutory lien on a Lot or Living Unit for any assessment levied against that Lot or Living Unit or fines imposed against its Owner from the time the assessment or fine becomes delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Association's governing

documents 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 Lot or Living Unit except: (1) liens and encumbrances recorded before the recordation of the Declaration of Covenants and Restrictions recorded in Volume 365 at Page 583 of the Middletown Land Records; (2) a first or second Security Interest in the Lot or Living Unit recorded 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 Lot or Living Unit. The lien is also prior to all Security Interests described in Subdivision (2) of this Subsection to the extent of an amount equal to the annual and special assessments based on the periodic budget adopted by the Board of Directors which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce either the Association'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 Association.

(c) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of 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 (2) years after the full amount of the assessment becomes due; provided, that if an Owner of a Lot or Living Unit 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 Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) This Section does not prohibit actions to recover sums for which section (a) above creates a lien or prohibit the Association 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 Association's lien may be foreclosed in like manner as a mortgage on real property.

(h) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Owner pursuant to Section 52-504 of the Connecticut General Statutes to collect all sums alleged to be due from that Owner 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 Association during the pendency of the action to the extent of the Association's annual and special assessments based on a periodic budget adopted by the Association pursuant to its governing documents.

(i) If a holder of a first or second Security Interest in a Lot or Living Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Lot or Living Unit which became due before the sale, other than the assessments which are prior to that Security Interest under this section. Any unpaid assessments not satisfied from the proceeds of sale become Assessments collectible from all the Owners, including the purchaser.

7.11. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated to and accepted by a public authority and devoted to public use; (b) all Common Land and Mini-Neighborhood Reserved Areas; and (c) all properties exempt from taxation by the laws of the State of Connecticut, upon the terms and to the extent of such exemption.

ARTICLE VIII

Rights In Common Land And Mini-Neighborhood Reserved Areas.

8.1. Every Member shall have a right and easement of enjoyment in and to the Common Land and every Member of each Mini-Neighborhood Association shall have a like easement in respect to the Mini-Neighborhood Reserved Area within the Mini-Neighborhood in which he owns a Lot or Living Unit or is a Tenant, which easement shall be appurtenant to and shall pass with the title to every Lot and Living Unit.

Each Member shall have the right to delegate such rights of enjoyment to his guests and to persons

residing with him within The Properties.

8.2. The rights and easements of enjoyment in the Common Land created hereby shall be subject to:

(a) the right of the Association, in accordance with its Certificate of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Land and in aid thereof to mortgage said properties;

(b) the right of the Board of Directors, as provided in the Certificate of Incorporation of the Association or its By-laws, to suspend such enjoyment rights of any Member for any period during which any assessment for which such Member is liable remains delinquent and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations relating to the use of the Common Land and the facilities thereon by the Member, his guests or any person residing with the Member; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Land or any Mini-Neighborhood Reserved Area to any public agency, authority, or utility for such purposes and subject to such conditions as its Board of Directors shall deem wise.

ARTICLE IX

Architecture and Landscape Review and Approval

9.1. General. No improvement to the Properties shall be made except in compliance with Articles IX and X of this Declaration and the Architecture and Landscape Rules and Procedures (the "ALRP"). The ALRP, as the same shall be amended from time to time, shall not be recorded, but shall be considered incorporated herein by reference throughout this Declaration and shall be enforceable as though set forth in full herein. An approval of the Architecture and Landscape Review Committee (the "ALRC") shall be required for all improvements made to any and all portions of the Properties, i.e. Lots, Common Land, Mini-Neighborhoods Reserved Area, and Living Units, except where the improvements, such as routine maintenance of lawns, flowerbeds and the like have been defined exempt improvements in the ALRP. Exempt improvements do not require a further approval.

9.2. Improvement to Properties Defined. Improvements to the Properties shall mean and include, without limitation, each of the following:

(1) The construction or installation of any improvement of any kind or description, including without limitation by the specification thereof, any building (including accessory buildings), trailer, tennis court, fence, hedge, windbreak, swimming pool, patio, statuary or monument onto any Lot or onto the Common Land or any Mini-Neighborhood Reserved Area;

(2) The alteration to the exterior of any structure (including any alteration in the exterior color thereof) and any additions to any structure at any time existing on any Lot or on the Common Land or any Mini-Neighborhood Reserved Area;

(3) Any landscaping, planting, clearing or removal of trees, shrubs, grass or perennial plants on any Lot or on the Common Land or any Mini-Neighborhood Reserved Area which substantially changes the appearance and character of the surrounding area; and

(4) The clearing, grading, excavating, filling or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed on any Lot or on the Common Land or any Mini-Neighborhood Reserved Area.

9.3. Maintenance of Structure Exteriors. The exterior of all structures located on any Lot, Common Land or Mini-Neighborhood Reserved Area which are visible from any point on any adjacent Lot shall be maintained by the Owner in good repair and appearance, and if any Owner shall fail so to do, the ALRC by its agents or employees may, at its option, and on not less than sixty (60) days notice to the Owner, after a hearing, go upon the Lot and take such action as may be necessary to put the structures thereon in a state of good repair and appearance.

9.4. Landscaping. Each Owner of a Lot shall maintain the grounds thereof in a neat and attractive manner and upon the failure of the Owner so to do, the ALRC by its agents or employees, may, at the option of the ALRC, and on not less than thirty (30) days notice to the Owner, after a hearing, enter upon the Lot as often as the ALRC shall deem necessary and cut down the weeds, grass and other vegetation thereon and remove dead trees and shrubbery therefrom.

9.5. The Owner of any Lot upon which the ALRC shall perform services or supply materials pursuant to paragraphs 9.3. and 9.4. hereof shall, upon demand, reimburse the ALRC for the cost thereof with interest thereon to the date of payment at the rate of eighteen (18%) percent per annum, which costs and interest thereon and all costs of collection thereof, including a reasonable attorney's fee, shall be the personal obligation of the Owner and a charge and continuing lien upon all the Lots and Living Units of the Owner and shall be enforceable in the same manner as assessments levied hereunder in accordance with Connecticut General Statutes Sections 47-257 and 47-258, as same may be amended from time to time. The remedies set forth in Sections 9.3, 9.4 and 9.5 are in addition to those set forth in Article 6.7 of this Declaration.

9.6. The decision of the ALRC as to whether the exterior of any structure located on any Lot has been maintained in good repair and appearance and whether the grounds of any Lot have been maintained in a neat and attractive manner shall be final and conclusive. Notwithstanding the foregoing, any owner aggrieved by the decision of the ALRC may appeal from such decision in accordance with the procedure set forth in Article 10.11 of this Declaration.

ARTICLE X

Architecture And Landscape Review Committee

10.1. General. An Architecture and Landscape Review Committee ("the ALRC") shall have the exclusive authority to administer the provisions set forth in Articles IX and X. The ALRC shall review all applications for construction and modifications pursuant to the Architecture and Landscaping Rules and Procedures. The Board of Directors may advance funds of the Association to the ALRC to cover the expenses of the operations of the ALRC. The Board of Directors may establish and charge fees to Owners for review of applications hereunder and may require such fees to be paid in full prior to review. The Board of Directors may also levy fines and penalties for failure to comply with the provisions of Article IX and X and the ALRP.

10.2. Architecture and Landscape Review Committee. The ALRC shall be composed of a maximum of seven (7) individuals appointed and removed by the Board of Directors as it, in its sole discretion, deems necessary and appropriate to the circumstances. All members of the ALRC except for one must be a member of the Association. In the event of a vacancy on the ALRC, the Board shall have full authority to designate a successor. A member of the ALRC shall serve for a five (5) year term, however, no member may serve more than two (2) consecutive five-year terms. A Committee member who has served ten (10) years must wait a minimum of one (1) year before being appointed to the ALRC again. The current ALRC members shall be appointed to staggered terms in accordance with a resolution adopted by the Board of Directors. Said staggered terms shall not permit a current member to serve more than ten (10) consecutive years on the ALRC. The names and addresses of the members of the ALRC shall be filed in the principal office of the Association.

10.3. Submission of Plans. Prior to any commencement of work to accomplish any proposed improvement to the Properties, the person proposing to make such improvement to the Properties (the "Applicant") shall complete an application form, which form is more particularly described in the ALRP. The ALRC may require submission of additional plans, specifications, or other information including, but not limited to, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications, and samples of materials and colors showing the nature, kind, shape, height, width, color, material, and location of proposed improvements to the Properties, or any other information prior to approving or disapproving the proposed improvement to the Properties. Until receipt by the ALRC of all required materials in connection with proposed improvement to the Properties, the Application shall be deemed incomplete and the ALRC may postpone review of any material submitted for approval by a particular applicant. The applicant may request a receipt from the ALRC or its authorized agent showing the date the completed application was received.

10.4. Architecture and Landscape Rules and Procedures. All review, approval and disapproval procedures shall be made pursuant to the Architecture and Landscape Rules and Procedures. The ALRP may be amended from time to time by the Board of Directors. Before the ALRP is amended, notice of the proposed amendments shall be sent to every Member of the Association at least thirty (30) days in advance of the Board Meeting at which said action is voted upon by the Board of Directors.

10.5. Criteria for Approval. The ALRC shall approve any proposed improvement to the Properties only if it deems in its reasonable discretion that the improvement to the Properties and the location indicated will not be detrimental to the appearance of the surrounding area as a whole; that the appearance of the proposed improvement to the Properties shall be in harmony with the surrounding area of the real estate as a whole; that the improvement to the Properties shall not detract from the beauty, wholesomeness and attractiveness of the Properties as a whole and enjoyment thereof by Owners and Tenants; and that the upkeep and maintenance of the proposed improvement shall not become a burden to the Association. The ALRC shall have the right to grant its permission for any such construction, alteration or addition on the condition that it be modified or changed in such manner as the ALRC shall direct, and in the event of any such modification or change to withhold its written consent until the applicant shall deposit with the ALRC such plans as the ALRC shall request showing the proposed construction, alteration or addition, as finally approved.

10.6. Decision of Committee. The decision of the ALRC shall be made within sixty (60) days after the date the ALRC receives the complete Application and any additional materials required by the ALRC, unless such time period is extended by mutual agreement. The decision shall be in writing and, if the decision is to disapprove a proposed Improvement to the Properties, the reasons therefor shall be stated. The decision of the ALRC shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the ALRC.

10.7. Prosecution of Work After Approval. After approval of any proposed improvement to the Properties, the proposed improvement to the Properties shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed improvements to the Properties as submitted to the ALRC and in accordance with the ALRC approval and any conditions which are part of the approval. Failure to complete any proposed improvement to the Properties within six (6) months after the date work is approved or failure to complete the improvements to the Properties in accordance with the description of materials furnished to and the conditions imposed by the ALRC shall constitute a violation of this Article.

10.8. Notice of Completion. Upon completion of the improvement to the Properties, the Applicant shall give written notice of completion to the ALRC ("Notice of Completion"). Until the receipt of Notice of Completion, the ALRC shall not be deemed to have notice of completion of any improvement to the Properties.

10.9. Inspection of Work. The ALRC or its duly authorized representative shall have the right to inspect any improvement to the Properties prior to or after completion; provided that the right of inspection shall terminate sixty (60) days after the ALRC receives Notice of Completion from the Applicant.

10.10. Enforcement. If, as a result of inspections or knowledge of a member of the ALRC, the ALRC finds that any improvement to the Properties has been done without obtaining the approval of the ALRC or was done in violation of the approval granted by the ALRC, or was not done in substantial compliance with the description and materials furnished to, and any conditions imposed by, the ALRC, or was not completed within six (6) months after the date of approval of the work, the ALRC shall notify the Owner in writing of the noncompliance. The Notice shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance. The Notice shall also accord the Owner a hearing. After Notice and Hearing, the Board, in its sole discretion, may fine the Owner in accordance with Article VI, Section 6.7 of this Declaration and/or may order the Owner of any noncomplying improvement to remove such structure or improvement and restore the Living Unit or Lot to substantially the same condition as existed prior to the nonconforming work. Should any Owner fail to remove and restore as required, the Board or its designee shall have the right to remove the violation and restore the property to substantially the same conditions as previously existed. In the event the Owner fails to comply with this section, a Notice of Violation may be recorded on the land records. All fines, costs and other charges incurred in enforcing this provision, together with interest at the rate of eighteen (18%) percent per annum until payment in full is made and reasonable attorney's fees associated with enforcement or cure of the violation, including reasonable attorney's fees and the fees to record the Notice and to release the Notice, shall be collectible as Assessments pursuant to this Declaration and Conn. Gen. Stat. § 47-257 and § 47-258, as same may be amended from time to time. The

provisions of this section shall be in addition to the other legal and equitable remedies the Association shall have.

10.11. Appeals Procedure.

(a) Right of Appeal. An applicant or any person aggrieved by the decision of the ALRC may appeal from such decision to the Appeals Committee of the Wesleyan Hills Association, Incorporated.

(b) Appeals Committee. The Appeals Committee shall consist of three (3) Members of the Association appointed by the Board of Directors.

(c) Time for Appeal. Any appeal from action of the ALRC shall be taken within seven (7) days of the date of mailing of the decision to the applicant and shall be in the form of a written notice of appeal delivered to the Chairman or any member of the Appeals Committee.

(d) Action on Appeal. The Appeals Committee shall render its decision on an appeal which has been properly taken within thirty (30) days of its receipt. The Appeals Committee may affirm, reverse or modify any decision of the Architecture and Landscape Review Committee and the determination of the Appeals Committee shall be final and binding on the parties to the appeal and all persons subject to the Declaration as the final decision of the Architecture and Landscape Review Committee.

(e) Notice of Decision. The Appeals Committee shall notify any appellant of its decision by registered or certified mail. The deposit of said decision in the United States Mail shall qualify as the rendering of its decision for the purposes of the time limits set forth in Section 10.11(d).

10.12. No Waiver of Future Approvals. Each Owner acknowledges that the members of the ALRC will change from time to time and that interpretation, application and enforcement of the ALRP may vary accordingly. Approval of plans shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

10.13. Variance. The Board of Directors may authorize variances from compliance with the ALRP when circumstances so warrant. Such variances must be evidenced in writing and must be signed by at least a majority of all the members of the ALRC and approved by a majority of the Board. If such a variance is granted, no violation of the covenants, conditions or restrictions contained in this Declaration or in the other governing documents for Wesleyan Hills shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of the document for any purpose except as to the particular property and particular provision in the instance covered by the variance.

10.14. Scope of Judicial Review. The scope of judicial review of any action taken by the Association pursuant to Articles IX and X of the Declaration, including but not limited to the promulgation and enforcement of ALRP, shall be limited to cases of fraud, bad faith, or lack of due process.

10.15. Non-liability of the Architectural Control Committee and Board Members. Neither the ALRC nor the Board nor any member thereof shall be liable to the Association or to any Owner or Person for any loss, damage or injury arising out of or in any way connected with the performance of the Declaration unless due to an act or omission not in good faith or which involves intentional misconduct or a knowing violation of a law by the ALRC or Board or individual members thereof. The ALRC or Board shall not be responsible for reviewing, nor shall its approval of any plans and specifications be deemed approval of structural safety, engineering soundness, or conformity with building codes or any other laws or standards.

ARTICLE XI

Use Restrictions

11.1. The following restrictions are imposed upon each Lot for the benefit of every other Lot included in The Properties and may be enforced by any Owner or by the Association.

(a) The use of each Living Unit is restricted to that of a single family residence and accessory uses as permitted herein. No industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Living Unit, shall be conducted, maintained or permitted in any part of a Living Unit, nor shall any Living Unit be used or rented for transient, hotel or motel purposes.

(b) No poultry house or yard, or rabbit hutch shall be constructed or maintained on any Lot. No fowl or animals, other than a reasonable and usual number of unobjectionable household pets, shall be kept on any Lot. In no event shall any of these pets be permitted on the Common Land or any Mini-Neighborhood Reserved Area unless on a leash. The Committee in its discretion, may, from time to time publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot or in any Living Unit;

(c) No garbage, rubbish, junk, cuttings, or other refuse shall be deposited or permitted to remain on any Lot unless placed in a closed container and screened or so located as not to be visible from any point on an adjacent Lot, street, Common Land or Mini-Neighborhood Reserved Area;

(d) No building material of any kind or character shall be placed upon any Lot except in connection with construction approved by the Committee as herein before provided;

(e) Boats, boat trailers, camping trailers, camping vehicles and the like kept on any Lot shall be kept entirely inside a garage or screened so as not to be visible from any point on an adjacent Lot, street, Common Land, or Mini-Neighborhood Reserved Area;

(f) Pursuant to the Telecommunications Act of 1996, no satellite dishes or television antennas may be installed by Owners on Common Land or in any Mini-Neighborhood Reserved Area. Lot Owners may install satellite dishes less than one meter (39.37 inches) in diameter on their Lot. Satellite dishes and antennas may only be placed by a Lot Owner in a position which minimizes the visual effect on the community while still providing an acceptable quality signal. All proposed installations of satellite dishes or antennas must first be approved by the ALRC subject to its provisions regarding satellite dishes and antennas set forth in the ALRP;

(g) No sign of any kind shall be displayed on any Lot or structure or from the windows of any structure, except those permitted under the Architecture and Landscape Rules and Procedures;

(h) No excavation shall be made on any Lot, the Common Land, or any Mini-Neighborhood Reserved area except in connection with construction or grading approved by the Architecture and Landscape Review Committee;

(i) Telephone and power lines and other utilities shall be connected to structures located on The Properties only by underground conduit;

(j) No unregistered or inoperable motor vehicle shall be moved onto or kept on any Lot in such manner as to be visible from any point on an adjacent Lot, street, Common Land or Mini-Neighborhood Reserved Area;

(k) No motor vehicle or trailer of any kind may be disassembled, serviced or repaired on any Lot in such manner as to be visible from any point on an adjacent Lot, street, Common Land or Mini-Neighborhood Reserved Area;

(l) None of the following motor vehicles shall be parked on any Lot in such manner as to

be visible from any point on an adjacent Lot, street, Common Land or Mini-Neighborhood Reserved Area:

- (1) Trucks which exceed a three-quarter (3/4) ton capacity and/or an eight (8) foot bed;
- (2) Vans which exceed a size of 125-inch wheel base;
- (3)
 - (a) Any open truck, even if smaller than that set forth in subsection 1, in which cargo is stored; or
 - (b) Any commercial vehicle which contains advertising in which the copy and /or logo is greater than 200 square inches;
- (m) No lawnmowers, wheelbarrows, garden tractors, bicycles, scooters, baby carriages, or similar vehicles or toys or other personal articles shall be allowed to unreasonably stand on any Lot, Common Land, or any Mini-Neighborhood Reserved Area if visible from any point on an adjacent Lot, street, Common Land or Mini-Neighborhood Reserved Area;
- (n) No motor vehicle shall regularly be parked on other than the paved portion of a Lot.

11.2. Compliance Procedure. In addition to any and all enforcement procedures which exist pursuant to this Declaration or pursuant to the laws of the State of Connecticut, compliance with this Article shall be enforced by the Board of Directors and in accordance with the provisions set forth in Article VI and Article X, herein.

ARTICLE XII

Reserved Easements

12.1. The Association reserves easements in all the Lots for all or any of the following uses and purposes:

- (a) Services boxes, wires and conduits for the transmission of electricity, telephones and other purposes and for the necessary attachments in connection therewith;
- (b) Storm water drains, sewer, water and gas mains and pipes;
- (c) Any other method of conducting and performing any public or quasi-public utility or service function over or beneath the surface of the ground;
- (d) Community antenna services for television; and
- (e) Installing, replacing repairing and servicing any of the foregoing.

ARTICLE XIII

Amendments

13.1. The Covenants and Restrictions set forth herein or in any declaration supplementary hereto may be amended at any time by a vote of two-thirds (2/3) of the aggregate voting strength of the Council and a majority of the Board of Directors, provided:

- (a) No such amendment shall be effective unless written notice of the proposal thereof shall be sent to every Member of the Association at least ninety (90) days in advance of the Council meeting at which the same is considered; and
- (b) An instrument setting forth such amendment and signed by the Secretary of the Association in the same manner required for the conveyance of real property is recorded in the land records of each town or city in which this Declaration is recorded.

13.2. Intentionally omitted.

ARTICLE XIV

Miscellaneous

14.1. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration or any declaration supplementary hereto, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots and Living Units has been duly recorded agreeing to change said Covenants and Restrictions in whole or in part (for purposes of meeting the two-thirds (2/3) requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted); provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

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

14.3. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity

against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

14.4. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

14.5. In all references herein to any parties, persons, entities or corporations, the use of any particular gender of the singular or plural number is intended to include the appropriate gender or number as the context thereof may require.

ARTICLE XV

Title Headings

15.1. The title headings as to the contents of particular Articles are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, a part of this Declaration nor in any way define, limit or describe the scope or intent of the particular section or clause to which they refer.

