

DECLARATION OF CONDOMINIUM
BEACH DEVELOPMENT CORP.

BEACH DEVELOPMENT CORP. a corporation organized and existing under the laws of the State of Connecticut, on behalf of itself, its successors and assigns, (hereinafter collectively referred to as the "Declarant"), does hereby declare:

ARTICLE I
SUBMISSION OF PROPERTY

The purpose of this declaration is to make, declare and publish the intention and desire of the Declarant and the Declarant does submit the Property including the improvements thereon or to be constructed thereon, owned by it, hereinafter more particularly described on Exhibit B to the terms and conditions of the Unit Ownership Act of the Connecticut General Statutes, as it may be from time to time amended for the specific purpose of creating and establishing Walnut Beach Condominium, under a plan of ownership being also referred to as "Condominium Ownership." Reference is made to Exhibits A, B and C appended hereto, filed in the Town Clerk's Office of the Town and City of Milford, County of New Haven and State of Connecticut, as file number

ARTICLE II
DEFINITIONS

The following terms shall have the meanings herein ascribed to them:

Section 1. Appurtenant Interest: (1) The undivided interest in the Common Areas appurtenant to a Unit; (2) the interest of a Unit Owner in any Units previously acquired by the Association or its designee on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (3) the interests of a Unit Owner in any other asset of the Condominium.

Section 2. Association: Walnut Beach Condominium Association, Inc., a nonstock corporation organized and existing under the laws of the State of Connecticut. The Association is not operated for profit. It is the Association of the Unit Owners acting as a group under the Bylaws and this Declaration and the Unit Ownership Act.

Section 3. Board of Directors: The Board of Directors of Walnut Beach Condominium, as it may be from time to time constituted pursuant to the Bylaws or law.

Section 4. Bylaws: The Bylaws of the Association.

Section 5. Common Areas: Common areas and facilities as described in the Unit Ownership Act, being all portions of the Property except the Units. (See also: Limited Common Areas, Section 11).

Section 6. Common Charge: The charge assessed against each Unit for the periodic share of Common Expenses allocated to a Unit, which is in proportion to the Unit's share of the Common Areas as outlined on Exhibit 4 attached.

Section 7. Common Expense:

(a) Expense of administration, maintenance, repair or replacement of the Common Areas and portions of Units maintained by the Association pursuant to the Bylaws.

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

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

(d) Any valid charge against the condominium.

Section 8. Condominium: The residential development named Walnut Beach Condominium, located on the Property, wherein individual Units are owned by individual Unit Owners in fee simple absolute, with each Unit Owner being entitled to the exclusive ownership and possession of his Unit, an easement for the use of the Limited Common Areas appurtenant to his Unit, an undivided interest in the Common Areas, and membership in the Association, pursuant to the Unit Ownership Act.

Section 9. Declarant: Beach Development Corp., the owner of the Property at the time of the filing of this Declaration, its successors and assigns to its interest therein, other than Unit Owners purchasing Units by deed from Declarant (unless the conveyance indicates an intent that grantee became the Declarant).

Section 10. Declaration: The Declaration of Condominium by Beach Development Corp.; this document.

Section 11. Limited Common Areas: All those Common Areas designated in this Declaration as reserved for the use of a certain Unit or Units to the exclusion of other Units. A further definition is contained in Article VIII.

Section 12. Majority or Majority of Unit Owners: The Owners of more than fifty (50) per cent in the aggregate in interest of the undivided ownership of the Common Areas as specified in Exhibit A. Any specified percentage of Unit Owners means such percentage in the aggregate of such undivided ownership, and for all voting purposes as herein or in the Bylaws provided, each Unit Owner shall have a vote equal to such percentage.

Section 13. Manager: A person, firm or corporation employed or engaged as an independent contractor to perform management services for the Condominium. The term includes Management Agent.

Section 14. Person: Any entity legally capable of holding an interest in land under the laws of the State of Connecticut.

Section 15. Property: That piece or parcel of land situated in the Town and City of Milford, County of New Haven and State of Connecticut lying on the east side of East Broadway and more particularly described in Exhibit B attached, the buildings, all improvements and structures thereon, and rights and appurtenances belonging thereto, and whose boundaries are described in Article III hereinafter.

Section 16. Rules and Regulations: Rules & Regulations for the use of Common Areas and Units of Walnut Beach Condominium made and promulgated by the Board of Directors pursuant to Article VIII, Section 3 of the Bylaws.

Section 17. Trustee: The party designated pursuant to the Declaration, Article XVI, and the Bylaws, Article XII, as the Trustee for the receipt, administration and disbursement of funds for insurance, casualty loss, condemnation or other similar funds.

Section 18. Unit: A part of the Property including one or more rooms or enclosed spaces in a building located on a single floor or part thereof intended for any type of independent use, and with a direct exit to a Common Area leading to a public street or highway. It shall comprise one of the fifty-four (54) separate and numbered Units which are designated in Exhibit A, and as shown on Exhibits B and C, designed for residential purposes, excluding however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls, trim, window glass and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of interior partition walls between separate Units, and between Units and Common Area, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility service to other Units or Common Areas, gas fired air conditioning and heating components are located within enclosed areas at the end of the patio or balcony adjoining the Units served thereby. Each gas fired air conditioning and heating component shall be deemed a part of the Unit served thereby and maintenance, repair and replacement of each gas fired air conditioning and heating component shall be the responsibility of the Unit Owner. Unit numbers followed by the letters "A" or "B" designate units located on the first floors of their respective buildings, and Unit numbers followed by the letters "C" or "D" designate units located on the second floor of their respective buildings.

Section 19. Unit Owner: The person or persons owning a Unit in fee simple and an undivided interest in fee simple of the Common Areas in the percentage specified and established in this Declaration.

Section 20. Unit Ownership Act: The Unit Ownership Act of the State of Connecticut as provided for in the Connecticut General statutes, Revision of 1958 as amended, as it now exists or as it may be from time to time admended.

ARTICLE III
DESCRIPTION OF LAND

The Land owned by the Declarant, which is hereby submitted to the Condominium form of ownership under the Unit Ownership Act, is the Land described in Exhibit B attached hereto and made a part hereof, and more particularly bounded and described as follows:

A certain piece or parcel of land together with the buildings and improvements thereon, situated in the Town and City of Milford, County of New Haven and State of Connecticut, known as Nos. 73-109 East Broadway, and more particularly bounded and described as follows to wit:

Beginning at a point on the southeasterly street line of East Broadway, 677.02 feet north of Naugatuck Avenue as measured along said street line;

thence running S 35° 52' 00" E, a distance of 152.55 feet to a point;

thence running S 54° 08' 00" W, a distance of 128.00 feet to a point;

thence running S 35° 52' 00" E, a distance of 368 feet, more or less, to a point at a bulkhead;

thence running from said point along said bulkhead N 41° 05' 26" E, a distance of 17.0 feet to a point on the Mean High Water Line of Myrtle-Walnut Beach, Long Island Sound;

thence running easterly along said Mean High Water Line, a distance of 463 feet, more or less, to a point in the southerly line of land now or formerly of the City of Milford;

thence running N 35° 52' 00" W, a distance of 506.17 feet to the southeasterly street line of East Broadway;

thence running S 54° 08' 00" W, along the southeasterly street line of East Broadway, a distance of 282.18 feet to the P. C. of a curve deflecting to the left;

thence along said curve of radius 929.93 feet, a distance of 57.21 feet to the point and place of beginning.

Said premises are subject to the terms, covenants and conditions of an Urban Renewal Plan entitled "Myrtle Walnut Beach Project Number One Milford Redevelopment Agency City of Milford, Connecticut" recorded March 26, 1968 in Volume 602 at Page 213; the terms, covenants and conditions of a Land Disposition Agreement dated as of May 20, 1968 and recorded in Volume 605 at Page 31; the terms, covenants and conditions of an Assignment and Assumption Agreement dated November 6, 1972 and recorded in Volume 710 at Page 231; the terms, covenants and conditions and utility easements as set forth in a Deed from the City of Milford to Milford Beach Corp. dated November 6, 1972

and recorded in Volume 710 at Page 239; and an easement from Milford Beach Associates to The United Illuminating Company dated May 15, 1973 and recorded in Volume 736 at Page 273; and a gas line easement to The Southern Connecticut Gas Company all of the Milford Land Records. Said land is more particularly described on a map entitled "Map 'A' Plan of Survey of property in Milford, Conn. prepared for: WALNUT BEACH CONDOMINIUM Scale: 1" = 40' July 9, 1973 Revised Nov 21, 1973 to show underground electrical & gas layouts: and to show parking areas and spaces, and sidewalks Rvsd to Nov 30, 1973 Fuller & Co., Inc. Engineers & Surveyors 1301 Wood Ave., B'p't., Conn." which map is on file in the Town Clerk's Office of Milford to which reference is hereby made.

ARTICLE IV NAME OF BUILDING

All buildings in the Condominium shall be considered as one building and shall be known as Walnut Beach Condominium

ARTICLE V DESCRIPTION OF BUILDING

A description of the buildings constructed or to be constructed on the Property, stating the number of stories and basements, and the number of Units and the principal materials of which they are or are to be constructed is as follows: There are three (3) multi-unit buildings, containing in and all fifty-four (54) Units. The buildings are designated Group 4, Group 5, and Group 6, contain 14, 20, and 20 units respectively. The buildings are two (2) stories in height, with attic space above, and are of wood frame construction over a basement and/or crawl space, with the following principal materials: poured concrete foundation, exterior walls are of brick veneer and/or aluminium siding, and/or wood sheathings, sheet rock interior walls, asphalt shingle roofing, carpeting over plywood floors, forced hot air duct heating. Each unit has gas fired air conditioning and heat, the facilities for which are located in enclosed areas at the end of each patio or balcony. Gas water heaters servicing all units are located in the basement of each building. A more detailed description is found in Exhibits A, B and C filed herewith.

ARTICLE VI IDENTIFICATION OF UNITS

The building number, Unit number, type of Unit, and a statement of its location, approximate area, number of rooms, immediate Common Area to which it has access and the percentage of interest (fractional share) of each Unit in the Common Areas and the Limited Common Areas appurtenant to each Unit, i. e. patio or balcony, storage and parking spaces, air conditioning and heating closet are designated in Exhibits A, B, and C attached hereto and made a part hereof. Reference must be made to all three exhibits for full Unit description

ARTICLE VII DESCRIPTION OF COMMON AREAS

The Common Areas are all portions of the property except the Units, as more particularly described in Exhibit A, B, and C attached hereto.

DESCRIPTION OF LIMITED COMMON AREAS

Limited Common Areas comprise those portions of the Common Areas consisting of certain patios or balconies and the adjoining enclosed air conditioning and heating closets, storage spaces and eighty-six (86) of the ninety-seven (97) parking spaces. The Fee ownership of the Limited Common Areas, however, is vested in all the Unit Owners. The exclusive right to use each patio or balcony and the adjoining enclosed air conditioning and heating closet is reserved to the Unit adjacent thereto. The Unit having the exclusive right to use each of the storage spaces and each of the eighty-six (86) parking spaces is set forth in the Exhibits. A Unit Owner may temporarily license the use of a parking space or spaces or storage space provided that the licensee is an occupant of the Condominium.

ARTICLE IX PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS APPERTAINING TO EACH UNIT AND ITS OWNER

The percentage of the undivided interest in the Common Areas appertaining to each Unit and its Owner is more particularly set forth in Exhibit A attached hereto. The total percentage of the undivided interests of all the Units is one hundred (100) per cent.

ARTICLE X USE, PURPOSES AND RESTRICTIONS

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

Section 1. No Unit Owner shall permit use of his Unit for transient, hotel or commercial purposes, except as provided herein. No Unit may be divided or subdivided into a smaller Unit, nor may any Unit or portions thereof be added to or incorporated into another Unit, nor any portion thereof sold or otherwise transferred without first amending the Declaration to show the changes in the Units to be affected thereby. Notwithstanding any other provisions of this section to the contrary, however, the Declarant has the right until all Units are initially sold by it to use any Unit or Units owned by it and Limited Common Areas for models and for sales and administrative offices, and to rent or lease such Units.
See revision of 4-81

Section 2. Each Unit is hereby restricted to residential use by the Unit Owner thereof, his lessees, his immediate family, guests and invitees. Each Unit shall be permanently occupied by no more than two persons per bedroom as a residence and for no other purpose except for home professional pursuits without employees or regular visits by the public. *See revision of 6-24-83 (a2c).*

Section 3. The use of the Common Areas by all the Unit Owners and all other persons authorized to use the same and the use of Limited Common Areas by the Unit Owners and all other persons authorized to use the same, shall be at all times subject to the Bylaws and such Rules and Regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the Board of Directors.

Section 1. The Association, acting by its Board of Directors, shall have the right to levy, without further legal action, liquidated charges for violations of these regulations and such other rules and regulations which may be duly adopted by it, provided that the charge for a single violation may not exceed Five Dollars (\$5.00). For each day that a violation continues after notice, it shall be considered a separate violation. Any charge so levied is to be collected as a Common Charge against the particular Unit Owner involved, and collection may be enforced by the Board of Directors in the same manner as it is entitled to enforce collection of Common Charges. Such levy of charges shall not replace or abrogate any action for damages or injunctive relief as provided by law.

ARTICLE XI PERSON TO RECEIVE SERVICE

Robert L. Krechevsky, Esquire, 37 Lewis Street, Hartford, Connecticut, until his successor is designated by the Board of Directors, is hereby designated to receive service of process on two or more unit owners in any action relating to the Common Areas, or more than one Unit.

See Rev. 6-1-8.

ARTICLE XII ENCROACHMENTS

If any portion of the Common Areas now encroaches upon any Unit or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas as a result of the construction of the building, or if any such encroachment shall occur hereafter as a result of the settling or shifting of the buildings, a valid easement for the encroachment and for the maintenance of the same so long as the buildings stand shall exist. In the event any building, any Unit, any adjoining Unit, or any adjoining Common Areas shall be partially or totally destroyed as a result of fire or as a result of other casualty or as a result of a condemnation or eminent domain proceedings and then rebuilt, encroachments of parts of the Common Areas upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Areas due to such rebuilding shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as the buildings shall stand.

ARTICLE XIII PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS

Each Unit Owner shall have an easement in common with all other Unit Owners to use all pipes, wires, ducts, cables, conduits, public utility lines, bearing structural elements and other elements located in any of the other Units or Common Areas and serving his Unit. Each Unit and the Common Areas shall be subject to an easement in favor of other Units to use the pipes, ducts, cables, wires, conduits, public utility lines, bearing structural elements and other elements serving other Units or Common Areas and located in each such Unit.

of support and shelter from and over such other Units and the Common Areas as may be necessary for the quiet enjoyment of such Unit. The Board of Directors shall have the right to reasonable access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the elements common to it and other Units or Common Areas and such appliances and facilities which the Association has the duty to maintain contained therein or elsewhere in the buildings.

ARTICLE XIV POWER OF ATTORNEY TO BOARD OF DIRECTORS

Each Unit Owner shall and does by the acceptance of his deed, grant to the persons who shall, from time to time, constitute the Board of Directors an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose Unit Owner desires to surrender, sell or lease the same or which may be the subject of foreclosure or other judicial sale in the name of the Board of Directors or its designees, corporate or otherwise, on behalf of all Unit Owners and to convey, sell, lease, mortgage or otherwise deal with any such Units so acquired or to sublease any Units so leased by the Board of Directors.

ARTICLE XV UNITS, SUBJECT TO DECLARATION, BYLAWS, RULES AND REGULATIONS

All present and future Unit Owners, tenants, mortgagees and occupants of Units where applicable, shall be subject to and shall comply with the provisions of this Declaration and the Bylaws attached hereto and as they may be amended from time to time, as well as to any Rules and Regulations which may be adopted by the Board of Directors. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of a Unit shall constitute agreement that the provisions of this Declaration and Bylaws and Rules and Regulations which may be adopted by the Board of Directors, and as they may be amended from time to time, are accepted and ratified by such Unit Owner, tenant, occupant or mortgagee and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. All of such provisions shall inure to the benefit of and be enforceable by the Unit Owners acting through the Association, their respective legal representatives, heirs, successors and assigns.

ARTICLE XVI CONDEMNATION

Section 1. Partial Taking Without Direct Effect On Units: If part of the Condominium shall be taken or condemned by any authority having the power of eminent domain, such that no Unit, nor Limited Common Area appurtenant thereto is taken, all compensation and damages for and account of the taking of the Common Areas, exclusive of compensation for consequential damages to certain affected Units, shall be payable to the Trustee as trustee for all Unit Owners and mortgagees according to the

loss or damages to their respective interests in such common areas. The Association, acting through the Board of Directors, shall have the right to act on behalf of the Unit Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Areas, without limitation on the right of the Unit Owners to represent their own interests. Such proceeds shall be used in accordance with the provisions of the Bylaws. Nothing herein is to prevent Unit Owners whose Units are specially affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Units, or personal improvements therein, exclusive of damages relating to Common Areas.

Section 2. Partial or Total Taking Directly Affecting Units: If part or all of the Condominium shall be taken or condemned by any authority having the power of eminent domain, such that any Unit or a part thereof (including Limited Common Areas assigned to any Unit) is taken, the Association shall have the right to act on behalf of the Unit Owners with respect to Common Areas as in Section 1 of this Article, and the proceeds shall be payable to the Trustee to be used in accordance with the provisions of this section. The Unit Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Units. The awards so made shall be distributed through the Trustee first to restore the Units and common buildings or facilities on the remaining land of the Condominium in the same manner as provided for restoration under the Bylaws to the extent possible, attempting to rebuild buildings, containing new Units of the same number, size and basic plan as the Units taken with any excess award distributed in accordance with the provisions of the Bylaws. In the event that the Board of Directors determines that such a taking so removes land and buildings containing Units that they cannot effectively be restored or replaced substantially in compliance with the building plans, and unless seventy-five percent (75%) of the Unit Owners and holders of first mortgages encumbering seventy-five percent (75%) of the undivided interest in the Common Areas subject to mortgages vote to accept an alternative plan, then the Association shall submit the issue to arbitration in accordance with the Rules of the American Arbitration for remedies with respect to the continued existence or reform of the Condominium, the division of the award as to the taken and remaining Units, and such other remedies as may be required.

ARTICLE XVII

NO SEVERANCE OF OWNERSHIP

No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be

expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or such other disposition of such part of the Appurtenant Interests of all Units, as provided by the Unit Ownership Act.

ARTICLE XVIII MORTGAGEE STATUS

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

ARTICLE XIX IMPROVEMENTS UNDER CONSTRUCTION

The Declarant reserves the right to make changes, including size, materials and design in any Unit or building as it deems advisable, provided that each Unit shall remain substantially the same in size, location, materials and other particulars; and provided that such modifications do not result in an increase of obligations with respect to Common Areas of any Unit Owner (other than Declarant) at the time of such modification.

The Declarant reserves the right to control, as to such improvements as are under construction or which are to be constructed, all elements of construction, management and access until such improvements (or portion thereof) have been completed.

The Declarant reserves the right to place and maintain signs upon the Property for the purpose of advertising the lease or sale of Units. Said right shall terminate upon the sale of the last Unit.

ARTICLE XX AMENDMENT OF DECLARATION

While the Declarant owns at least fifty (50) percent of the Units, this Declaration may be amended by a majority vote of Unit Owners and the written consent of holders of first mortgages encumbering fifty-one (51) percent of the undivided interest in the Common Areas subject to mortgages. Thereafter, this Declaration may be amended, subject to the restrictions of the Unit Ownership Act, by the affirmative vote of seventy-five (75) percent of the Unit Owners and the written consent of the holders of first mortgages encumbering fifty-one (51) percent of the interest in the Common Areas subject to mortgages. No amendment to the Declaration shall be effective if it creates an inconsistency in the Bylaws, to the extent such inconsistency exists, and the Bylaws are not appropriately amended. If the amendment involves a change in percentage

interest such vote shall be in accordance with Section 47-74 of the Unit Ownership Act in addition to the written consent of the holders of first mortgages encumbering seventy-five (75) percent of the interest in the Common Areas subject to mortgages. No amendment shall be effective until recorded in the office of the Town and City Clerk of the Town of Milford, Connecticut.

ARTICLE XXI TERMINATION

Section 1. The Unit Owners may remove the Property from the provisions of the Unit Ownership Act and this Declaration by an instrument to that effect, recorded and containing the signatures of ninety (90) percent of the Unit Owners, provided the holders of all liens affecting any of the Units consent thereto or agree, in either case by recorded instruments, that their liens be transferred to an undivided interest in the Property.

Section 2. Upon the removal of the Property from the provisions of the Unit Ownership Act and this Declaration, the Unit Owners shall be deemed to own the Property as tenants in common, with undivided interests in the percentage of undivided interest previously owned by each Owner in the Common Areas.

Section 3. The removal provided for in this Section shall not bar the subsequent resubmission of the Property to the provisions of the Unit Ownership Act.

ARTICLE XXII CAPTIONS

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

ARTICLE XXIII GENDER

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

ARTICLE XXIV WAIVER

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

ARTICLE XXV INVALIDITY

The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or

effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE XXVI
CONFLICTS

This Declaration is set forth to comply with the requirements of the Unit Ownership Act. In the event of any conflict between this Declaration and the provisions of the Unit Ownership Act, the provisions of such statute shall control.

ARTICLE XXVII
VOTING

Whenever Unit Owners are to vote on any matter affecting this Declaration, such voting shall be conducted by them as members of the Association and in accordance with the provisions established in the Bylaws. While the Declarant owns five (5) or more of the Units, no capital improvements to the Property shall be made by the Association, the cost of which increase the existing common charges by more than 20% without the approval in writing of the Declarant.

In witness whereof, BEACH DEVELOPMENT CORP. acting herein
by _____ has hereunto set its hand and seal
this _____ day of _____, 197 .

Signed, sealed and delivered
in the presence of:

BEACH DEVELOPMENT CORP.

By: _____

Its
Duly Authorized

STATE OF

COUNTY OF

this _____ day of _____ The foregoing instrument was acknowledged before me
by _____
of Beach Development Corp., a Connecticut corporation,
on behalf of the corporation.

Commissioner of the Superior Court

The undersigned, SOCIETY FOR SAVINGS, the holder of the first mortgage on the said property, hereby joins in this Declaration.

In the presence of:

SOCIETY FOR SAVINGS

By: _____

STATE OF CONNECTICUT)

COUNTY OF)

) ss.

On this day of , 197 before me,
the undersigned officer, personally appeared
signer and sealer of the foregoing instrument,
who acknowledged himself to be the of SOCIETY FOR
SAVINGS.

Commissioner of the Superior Court