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HILLSIDE PLACE CONDOMINIUM

CONDOMINIUM DOCUMENTS

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27 Hillside Place New Britain, Connecticut November, 1991



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PUBLIC OFFERING STATEMENT HILLSIDE PLACE CONDOMINIUM

INTRODUCTION

published statement is by Public Offering This CROWNINSHIELD-WALNUT HILL LIMITED PARTNERSHIP, a Connecticut limited "Declarant" of Hillside Place Condominium partnership and the (sometimes referred to as the "Condominium"), a residential common interest community, pursuant to the provisions of 828 of the General Statutes of the State of Connecticut (the "Act"). The Condominium is located at 27 Hillside Place, New Britain, Connecticut. This Public Offering statement and the Declaration of Hillside Place Condominium (the "Declaration") which is attached hereto should be carefully examined by any prospective purchaser. THESE DOCUMENTS CONTAIN VALUABLE INFORMATION AND SHOULD BE CAREFULLY READ BEFORE ENTERING INTO ANY AGREEMENT TO PURCHASE A UNIT.

The Declarant hereby offers for sale thirty (30) Units (sometimes collectively referred to as the "Unit" or "Units") constructed in the Condominium. An owner of a Unit in the Condominium (the "Unit Owner") will own his Unit in many respects as a private home owner owns his home. A Unit Owner will be taxed separately for real estate tax purposes. Owners buying a unit directly from the Declarant may qualify for a real estate tax deferral program of up to ten years in duration. The program cannot be transferred to other buyers of a unit. A Unit Owner may also obtain a mortgage loan on his Unit independently of financing obtained by owners of other Units. A Unit unit. Owner's rights in and to his Unit will not be affected by any other Unit Owners' actions with regard to payment of their taxes or mortgages. A Unit Owner will be entitled to exclusive possession of his Unit and will also own an undivided fee interest in the Common Elements of the condominium. A Unit Owner will also be responsible for the direct payment of certain expenses applying to the Unit including, but not limited to, real estate taxes and utility services.

Upon acquiring title to a Unit, a Unit Owner automatically becomes a member of, and becomes subject to, the Bylaws and any Rules and regulations of Hillside Place at New Britain Condominium Association, Inc. (the "Association"), which is a Connecticut nonstock corporation. The Association is the association of Unit Owners organized under Section 47-243 of the Act and is in charge of much of the operation, maintenance and repair of the Condominium.

The Association assesses certain Common Expense assessments against each Unit Owner. Common Expenses are expenditures made by, or financial liabilities of, the Association together with any allocation to reserves. Common Expenses are generally assessed against all Units in accordance with each Unit's percentage of Common Expense liability set forth in the declaration. Therefore, a Unit Owner will be responsible for the payment of certain maintenance and repair costs and expenses relating to the Common Elements in the Condominium. The Association has a lien for all such Common Expense assessments against () the Unit(s) owned by the Unit Owner against whom they are assessed. For more specific details about the assessment of Common Expenses, refer to the Declaration.

All painting, decorating, maintenance, repairs and replacements to any Unit, whether structural or non-structural, ordinary or extraordinary, will be the responsibility of the Unit Owner and accomplished at the Unit Owner's expense. A detailed description of what constitutes a "Unit" is set forth in the declaration and the attached Plans. All other repairs to the common Elements shall be made by the Association and charged to all Unit Owners as a Common Expense unless the repairs were necessitated by the negligence, misuse or neglect of an individual Unit Owner.

No Unit Owner may make any structural alterations in the Common Elements, Limited Common Elements or his Unit or change the outside facade or appearance of his Unit or alter or remove any of the fixtures or equipment in the Unit installed by the Declarant (except replacement of appliances, such as refrigerators, dishwashers and similar items), except in compliance with the Declaration.

In accordance with the Act, the Association will obtain a master insurance policy for the Condominium A general description of the coverage is set forth below. At the time when title to any Unit is conveyed, a certificate of insurance evidencing such coverage will be provided.

All Unit Owners have a right to the use and enjoyment of the Common Elements with all other owners of Units except those portions of land and/or improvements that have been designated as Limited Common Elements. In addition, a Unit Owner cannot divide or partition the Common Elements except as provided in the Act; nor can they be conveyed separately from the Units.

The following information is set forth below in accordance with the Act. Although certain portions of information contained in the attached documentation will be summarized, the original documents referred to herein should be consulted at all times.

1. (a) Declarant:

Crowninshield-Walnut Hill Limited Partnership 560 South Main Street New Britain, CT 06051

-2-

(b) Name, Address and Type of Common Interest Community:

4

Hillside Place Condominium % Crowninshield-Walnut Hill Limited Partnership 560 South Main Street New Britain, CT 06051

Hillside Place Condominium is a condominium.

2. (a) Description of the Common Interest Community:

Hillside Place condominium lies on a tract of land of approximately 78,309 square feet located on Hillside Place in New Britain, Connecticut.

(b) Types and Number of Buildings:

The Common Interest Community will consist of residential buildings which were formerly the Normal School which have been converted from its previous use to a residential condominium containing thirty (30) one, two and three-bedroom units. Access to each of the units is provided through an entrance foyer and common hallways; Unit Nos. 3, 4 and 5 also have separate entrances from the exterior.

The buildings are built of the following principal matter:

Brownstone foundation and concrete basement floors, wood floors, wood-framed walls and roofs, slate roof covering, brick siding, insulation, wood kitchen cabinets, standard plumbing fixtures and piping, standard electrical fixtures and wiring, oven-ranges, dishwashers and disposals.

The Units are served by separate metered telephones, gas and electric utility systems and are connected to a sanitary sewer system through the City of New Britain. Water is provided by said City of New Britain and shall be included in the common expenses. Each Unit has its own hot water heater system which is controlled by a separate thermostat within each Unit. Garbage collection services are provided by means of dumpsters situated on the premises and the charge therefor shall be included in the common expenses.

(c) Schedule of Commencement and Completion of Units:

The Units are complete.

3. Number of Units:

Hillside Place Condominium, as described in the attached Declaration, contains thirty (30) Units

-3-

5

4. Documents:

Unless otherwise noted, the following documents are attached to this Public Offering Statement and incorporated by reference:

(a) Declaration:

The Declaration is attached as Exhibit A. The Description of land, Table of Interests, Survey and Plans and Architect's Certificate of Completion are attached to the Declaration as Exhibits A-1, A-2, A-3, A-4 and A-5, respectively.

Since the Declarant has not created any recorded covenants, conditions, restrictions or reservations other than those contained in the Declaration, no copies are attached as an exhibit to this Public Offering Statement.

(b) Bylaws:

The Bylaws of Hillside Place at New Britain Condominium Association, Inc. are attached as Exhibit B.

(C) Rules:

The Rules of Hillside Place at New Britain Condominium Association, Inc. are attached as Exhibit C. These are the initial rules of the Association to be adopted at the organizational meeting of the Association.

(d) Deed:

The form deed to be delivered to the purchaser is attached as Exhibit D. It will be executed by the declarant and dated as of the date of closing. It will contain the designated Unit number appearing on the purchaser's sales contract.

(e) Contracts and leases to be signed by the purchasers at closing:

There are no leases or contracts to be executed by the purchaser at closing.

(f) Contracts or leases that will or may be subject to cancellation by the Association:

6

None.

(g) Other Contracts:

At the present time there are no additional service contracts.

5. Projected budget for the Association:

The projected budget for one year after the first conveyance to a purchaser, based on the assumption that all thirty (30) Units declared are occupied for all or most of the budget year, is attached as Exhibit E.

The projected budget was prepared by the Declarant.

The budget is based on a 100% occupancy rate and the estimates are in current 1992 dollars unadjusted for possible inflation.

6. Services not reflected in the budget:

The Declarant is not providing any service or paying any expenses with regard to the Common Interest Community as described in the Declaration that it anticipates to be Common Expenses of the Association at any subsequent time.

7. Initial or special fees:

The Declarant will collect from each purchaser, at closing, a working capital contribution in an amount equal to two months' Common Expense assessments pursuant to the initial budget. This fund will be held by the Declarant in escrow at passbook interest until a majority of the Executive Board elected by the Unit Owners takes office, at which time it will be paid over to the Association to capitalize the operating funds of the Association. The fund is to insure that the Association will have capital available to meet unforeseen expenditures and/or to acquire additional equipment or services deemed necessary by the Board of Directors. Any such amounts paid are not to be considered an advance payment of the regular Common Expense assessment.

If, within 60 days of the sale of the first Unit, the Declarant has not yet sold all Units, the Declarant will then contribute such funds to the Association for each unsold Unit. Nothing shall prevent the Declarant from recouping its contribution from later purchasers. 8. Liens, defects or encumbrances:

Title to the Property and each Unit therein is subject to the following:

(a) Any and all provisions of any ordinance, municipal regulation or public or private law, inclusive of zoning, inlandwetlands, building codes and ordinances and regulations as adopted by the Town of New Britain, Connecticut.

(b) Taxes due to Town of New Britain including any reassessment or reallocation from the creation of the common interest community which become due and payable after the date of delivery of the Unit Deed.

(c) Public improvement assessments and/or any unpaid installments thereof due the Town of New Britain.

(d) Easements, declarations of Covenants, and Declaration of Preservation Restrictions dated November 9, 1979 and recorded in Volume 754, Page 1130 of the New Britain Land Records.

(e) Special Use Exception for multiple family housing by Certificate dated June 28, 1988 recorded on July 1, 1988 in Volume 941, at Page 194 of the New Britain Land Records.

(f) Easement for a driveway and sidewalk described in the deed to the City of New Britain dated December 17, 1925 and recorded in Volume 190, Page 444 of the New Britain Land Records, known as Hillside Place.

(g) Easement for a driveway and stone walk described in the deed to City of New Britain dated December 17, 1925 and recorded in Volume 190 Page 444 of the New Britain Land Records, known as Rogers Place.

(h) Easement in favor of Connecticut Natural Gas dated October 16 , 1989 and recorded in Volume 1053, Page 340 of the New Britain Land Records.

(i) Mortgage to Connecticut National Bank dated November 29, 1989 and recorded in Volume 1058, Page 26 of the New Britain Land Records (a partial release of which is to be provided upon conveyance of a Unit).

9. Financing offered or arranged by Declarant:

The Declarant is not offering, nor has it arranged, any financing to Unit purchasers.

-6-

8

10. Warranties:

Statutory Warranties provided by the Act are as follows;

I. Express Warranties of Quality - Section 47-274.

(a) Express Warranties made by any seller to a purchaser of a unit, if relied on by the purchaser, are created as follows:

1) Any affirmation of fact or promise which relates to the unit, its use, or rights appurtenant thereto, area improvements to the common interest community that would directly benefit the unit, or the right to use or have the benefit of facilities not located in the common interest community, creates an express warranty that the unit, area improvements and related rights and uses will conform to the affirmation or promise;

2) Any model or description of the physical characteristics of the common interest community, including plans and specifications of or for the improvements, creates an express warranty that the common interest community will substantially conform to the model or description;

3) Any description of the quantity or extent of the real property comprising the common interest community, including surveys, creates an express warranty that the common interest community will conform to the description, subject to the customary tolerances; and

4) A provision that a purchaser may put a unit only to a specified use is an express warranty that the specified use is lawful;

5) Neither formal words, such as "warranty" or "guarantee", nor a specific intention to make a warranty, are necessary to create an express warranty of quality, but a statement purporting to be merely an opinion or commendation of the real property or its value does not create a warranty.

9

6) Any conveyance of a unit transfers to the purchaser all express warranties of Quality made by previous sellers only to the extent such a conveyance would transfer warranties pursuant to Chapter 827.

II. Implied warranties of Quality - Section 47-275.

(a) A declarant warrants to a purchaser that a unit will be in at least as good condition at the earlier of the time of the conveyance or delivery of possession as it was at the time of contracting, reasonable wear and tear excepted.

(b) A declarant impliedly warrants to a purchaser that a unit and the common elements in the common interest community are suitable for the ordinary uses of real property of its type and that any improvements made or contracted for by him, or made by any person before the creation of the common interest community, will be (1) Free from defective materials; and (2) constructed in accordance with applicable law, according to sound engineering and construction standards, and in a workmanlike manner.

(c) In addition, a declarant warrants to a purchaser of a unit that may be used for residential use that an existing use, continuation of which is contemplated by the parties, does not violate applicable law at the earlier of the time of conveyance or delivery of possession.

(d) Warranties imposed by this section may be excluded or modified as specified in Section 47-276.

(e) For purposes of this section, improvements made or contracted for by an affiliate of a declarant are made or contracted for by the declarant.

(f) Any conveyance of a unit transfers to the purchaser all of the declarant's implied warranties of quality only to the extent such a conveyance would transfer warranties pursuant to Chapter 827.

(g) The warranties provided to a purchaser by a declarant pursuant to this section with respect to common elements shall also extend to the association.

> III. Exclusion or Modification of Implied Warranties of Quality - Section 47-276.

(a) Except as limited by subsection (b) of this section with respect to a purchaser of a unit that may be used for residential use, implied warranties of quality: (1) may be excluded or modified by agreement of the parties; and (2) are excluded by expression of

-8-

disclaimer, such as "as is," "with all faults," or other language that in common understanding calls the purchaser's attention to the exclusion of warranties.

(b) With respect to a purchaser of a unit that may be occupied for residential use, no general disclaimer of implied warranties of quality is effective, but a declarant may disclaim liability in an instrument signed by the purchaser for a specified defect or class of defects or specified failure to comply with applicable law, if the defect or failure entered into and became a part of the basis of the bargain.

> IV. Action for Breach of Warranty, Statute of Limitations - Section 47-277.

(a) A judicial proceeding for breach of any obligation arising under Section 47-274 or 47-275 of the Act shall be commenced within three years after the cause of action accrues.

(b) Subject to subsection (c) of this section, a cause of action for breach of warranty of quality, regardless of the purchaser's or association's lack of knowledge of the breach accrues: (1) as to a unit, at the time the purchaser to whom the warranty is first made enters into possession if a possessory interest was conveyed or at the time of acceptance of the instrument of conveyance if a nonpossessory interest was conveyed; and (2) as to each common element, at the time the common element is completed and first used by a bona fide purchaser.

(c) If a warranty of quality explicitly extends to future performance or duration of any improvement or component of the common interest community, the cause of action accrues at the time the breach is discovered or at the end of the period for which the warranty explicitly extends, whichever is earlier.

V. Statutory Warranties - Chapter 827

As second statutory warranty is found in Chapter 827 of the Connecticut General Statutes and is as follows:

Section 47-116. Definitions.

As used in this section, unless the context otherwise requires: "Improvement" means any newly constructed single-family dwelling unit, any conversion condominium unit being conveyed by the declarant and any fixture or structure which is made a part thereof at the time of construction or conversion by any building contractor, subcontractor or declarant; "purchaser" means the original buyer, his heirs or designated representatives, of any improved real estate; "real estate" means any fee simple estate; and "vendor" means any person

-9-

engaged in the business of erecting or creating an improvement on real estate, any declarant of a conversion condominium, or any person to whom a completed improvement has been granted for resale in the course of his business.

Section 47-117. Express Warranties

(a) Express warranties by a vendor are created as follows: (1) Any written affirmation of fact or promise which relates to the improvement and is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms to such affirmation or promise; (2) any written description of the improvement, including plans and specifications thereof, which is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms to such description; and (3) any sample or model which is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement shall create an express warranty that the improvement conforms substantially to such sample or model.

(b) No formal words, such as "warranty" or "guarantee", nor any specific intention to make a warranty shall be necessary to create an express warranty, provided a simple affirmation of the value of the improvement or a statement purporting to be an opinion or commendation of the improvement shall not of itself create such a warranty.

(c) No words in the contract of sale or the deed, nor merger of the contract of sale into such deed shall exclude or modify any express warranty made pursuant to subsection (a) of this section. Such warranty may, at any time after the execution of the contract of sale, be excluded or modified wholly or partially by any written instrument, signed by the purchaser, setting forth in detail the warranty to be excluded or modified, the consent of the purchaser to such exclusion or modification and the terms of the new agreement.

(d) An express warranty shall terminate: (1) in the case of an improvement completed at the time of the delivery of the deed to the purchaser, one year after the delivery or one year after the taking of possession by the purchaser, whichever occurs first; and (2) in the case of an improvement not completed at the time of delivery of the deed to the purchaser, one year after the date of the completion or one year after taking of possession by the purchaser, whichever occurs first.

Section 47-118. Implied Warranties.

(a) In every sale of an improvement by a vendor to a purchaser, except as provided in subsection (b) of this section or excluded or modified pursuant to subsection (d), warranties are implied that the improvement is: (1) free from faulty materials; (2)

-10-

constructed according to sound engineering standards; (3) constructed in a workmanlike manner, and (4) fit for habitation at the time of the delivery of the deed to a completed improvement, or at the time of completion of an improvement not completed when the deed is delivered.

(b) The implied warranties of subsection (a) of this section shall not apply to any condition that an inspection of the premises would reveal to a reasonably diligent purchaser at the time the contract is signed.

(c) If the purchaser, expressly or by implication, makes known to the vendor the particular purpose for which the improvement is required, and it appears that the purchaser relies on the vendor's skill and judgment, there is an implied warranty that the improvement is reasonably fit for the purpose.

(d) Neither words in the contract of sale, nor the deed, nor merger of the contract of sale into the deed is effective to exclude or modify any implied warranty; provided, if the contract of sale pertains to an improvement then completed, an implied warranty may be excluded or modified wholly or partially by a written instrument, signed by the purchaser, setting forth in detail the warranty to be excluded or modified, the consent of the purchaser to exclusion or modification, and the terms of the new agreement with respect to it.

(e) The implied warranties created in this section shall terminate: (1) In the case of an improvement completed at the time of the delivery of the deed to the purchaser, one year after the delivery or one year after the taking of possession by the purchaser, whichever comes first; and (2) in the case of an improvement not completed at the time of delivery of the deed to the purchaser, one year after the date of the completion or one year after taking of possession by the purchaser, whichever occurs first.

Section 47-119. Vendor Not to Evade by Intermediate Transfer.

Any vendor who conveys an improvement to an intermediate purchaser to evade the provisions of this section shall be liable to the subsequent purchaser as if the subsequent conveyance had been effectuated by the vendor to the subsequent purchaser.

Section 47-120. Warranties Created by Section Additional to Any Other Warranties.

The warranties created in this section shall be in addition to any other warranties created or implied by law.

VI. Statutory Warranty - Section 47-121.

A third statutory warranty is found in Section 47-121 of the Connecticut General Statutes and is as follows:

Implied warranty with Certificate of Occupancy. Subject to the provisions of Section 29-265, the issuance by the building department of any municipality of a certificate of occupancy for any newly constructed single-family dwelling shall carry an implied warranty to the purchaser of such dwelling from the vendor who constructed it that such vendor has complied with the building code or the customary application and interpretation of the building code of such municipality. No action shall be brought on such implied warranty but within three years next from the date of the issuance of such certificate of occupancy.

LIMITATIONS ON WARRANTIES

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No warranties are made as to kitchen equipment or appliances (except as required above). The Declarant will deliver to buyer any manufacturer's warranties that are both applicable to such equipment or appliances and for the sole benefit of the consumer purchaser.

Improvements and appliances installed by Declarant at a purchaser's request and expense, if any, shall be covered by the manufacturer's or contractor's warranty, if any.

The Declarant makes no representations or warranties as to the condition or health of any shrubs, trees or plantings located on the areas surrounding the buildings.

NO ADDITIONAL EXPRESS OR IMPLIED WARRANTIES, UNLESS REQUIRED BY LAW, ARE MADE BY THE DECLARANT.

11. Buyer's right to Cancel:

(a) Within fifteen (15) days after receipt of a Public Offering statement a purchaser, before conveyance, may cancel any contract for purchase of a Unit from the Declarant, and

(b) If the Declarant fails to provide a Public Offering statement to a purchaser before conveying a Unit, that purchaser may recover from the Declarant ten percent (10%) of the sales price of the Unit plus ten percent (10%) of the share, proportionate to his or her Common Expense liability, of any indebtedness of the Association secured by a security Interest encumbering the Common Interest Community.

-12-

12. Unsatisified Judgments or Pending Suits:

(a) There are no unsatisfied judgments or pending suits against the Association of which the Declarant has knowledge.

13. Escrow:

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> Any deposit made in connection with the purchase of a Unit will be held in an escrow account until closing and will be returned to the purchaser if the purchaser cancels the contract pursuant to Section 47-269 of the act.

> > The name and address of the escrow agent is:

Eisenberg, Anderson, Michalik & Lynch 136 West Main Street P. O. Box 2950 New Britain, Connecticut 06050-2950

14. Restrictions on Use, Alienation or Occupancy:

The following use restrictions apply to all Units and to the Common Elements:

(a) Each Unit is restricted to residential use as a single-family residence. A single-family residence is defined as a single housekeeping Unit, operating on a non-profit, non-commercial basis, between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom as designated on the plans on file with the building official of the Town of New Britain.

(b) No portion of the uncovered parking spaces may be used for business or commercial purposes or be used by boats, commercial vehicles or campers.

(c) The use of Units and Common elements is subject to the Bylaws and the Rules of the Association.

There is no restriction on the amount for which a Unit may be sold or otherwise transferred.

The Declarant reserves the right not to sell Units to those individuals or entities that do not intend to occupy the same if the sale might jeopardize the compliance of the Common Interest Community under Federal National Mortgage Association guidelines.

A Unit may not be conveyed pursuant to a time-sharing plan as defined in Chapter 734b of the Connecticut General Statutes.

-13-

A Unit may not be leased or rented for a term of less than sixty (60) days and all leases or rental agreements must be in writing and subject to the requirements of the Documents and the Association. All leases and rental agreements must further comply with standards established by the Federal National Mortgage Association and receive the prior approval of the Declarant until it no longer is the owner of any of the units in this Common Interest Community. In the event that any of the leases or rental agreements might jeopardize the compliance of the Common Interest Community under Federal National Mortgage Association guidelines, the Declarant may disallow the same.

Notwithstanding the foregoing, as long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model unit or sales office. The Declarant may also maintain management offices and signs and displays advertising the Common Interest Community.

15. A Description of the Insurance Coverage Provided for the Benefit of Unit Owners:

The following is only a general description of the initial policies:

Fire, extended Coverage, etc. Coverage of at least \$2,500,000.00 will be provided, including:

(a) The Common Elements;

(b) The Units and all fixtures, equipment and any improvements and betterments whether part of a Unit or a Common Element, but excluding land, excavations and the like;

(c) Such personal property of the Unit Owners as is normally insured under building coverage; and

(d) All personal property owned by the Association.

Liability. Liability insurance, including medical payments insurance, for at least \$1,000,000.00 insuring the Association and each Unit Owner with respect to liability arising out of or in connection with the use, ownership or maintenance of the Common Elements. However, a Unit Owner will not be insured against liability for accidents which are the Unit Owner's own fault, such as may occur within his or her Unit or Limited Common Elements, or for accidents with respect to which liability does not arise out of or in connection with the use, ownership or maintenance of the Common Elements.

For more details see Articles XXII and XXIII of the Declaration.

-14-

You are urged to study these provisions and to consult with your own insurance advisor to assure yourself that you are aware of the extent of coverage provided by the Master Insurance Policy and to make arrangements for appropriate additional coverage, if additional coverage is necessary.

16. Fees or Charges for the Use of the Common Elements:

There are no additional fees or charges expected to be paid by Unit Owners for the use of the Common Elements.

The Executive Board has the authority to impose other charges for the use, rental or operation of Common Elements, other than certain Limited Common Elements, in accordance with Subsection 25.2(1) of the Declaration.

17. Zoning and Other Land Use Requirements:

The property is located within the R-2 Zone.

Site plan approval was obtained from the New Britain Planning and Zoning commission on August 8, 1989, which authorized construction of the Common Interest Community in accordance with the Plans and Surveys attached to the Declaration. Any substantial changes in the Plans or Survey will require an application for approval of the changes to the same body.

18. Unusual and Material Circumstances:

No unusual and material circumstances, features or ;characteristics of the Common Interest Community exist which are not disclosed elsewhere in this Public Offering Statement.

19. Time Share Restrictions:

Time-sharing is prohibited.

THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS OR HER SALES CONTRACT. ALL DISCLOSURE MATERIALS AND CONTRACTS ARE IMPORTANT DOCUMENTS AND IF NOT UNDERSTOOD THE PROSPECTIVE PURCHASER SHOULD SEEK COMPETENT ADVICE.

> Dated at New British, Connecticut, this 30th day of October , 1971.

> > CROWNINSHIELD-WALNUT HILL LIMITED PARTNERSHIP, DECLARANT

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Its