

PROPERTY MANAGEMENT AGREEMENT

THIS PROPERTY MANAGEMENT AGREEMENT (the "Agreement") is entered into as of the 6th day of September, 2017, by and between West Farms Condominium Association No. 1, Inc. ("West Farms #1"), West Farms Condominium Association No. 2, Inc. ("West Farms #2"), and West Farms Ridge Association, Inc. ("West Farms Ridge"), as the current owners, as tenants-in-common, of the parcel of real property commonly known as 360 Brittany Farms Road, together with all improvements existing thereupon, which parcel is more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

W I T N E S S E T H :

WHEREAS, by quit claim deed recorded on December 28, 1976, in Volume 724 and Page 58 of the New Britain Land Records, West Farms # 1 acquired a 132/183 fractional (*i.e.*, 72.13%) interest in the Property;

WHEREAS, by quit claim deed recorded on December 28, 1976, in Volume 724 and Page 58 of the New Britain Land Records, West Farms # 2 acquired a 51/183 fractional (*i.e.*, 27.87%) interest in the Property;

WHEREAS, by quit claim deed recorded on June 30, 1988, in Volume 940 and Page 250 of the New Britain Land Records, West Farms # 1 then conveyed a 25.32% interest in the Property to West Farms Ridge;

WHEREAS, by quit claim deed recorded on June 30, 1988, in Volume 940 and Page 253 of the New Britain Land Records, West Farms # 2 then conveyed a 9.79% interest in the Property to West Farms Ridge;

WHEREAS, therefore, the three Associations currently own the Property as tenants-in-common with the following undivided and nonexclusive interests:

<u>Association</u>	<u>Fractional Share</u>	<u>Percentage Share</u>
West Farms # 1	132/282	46.81%
West Farms # 2	51/282	18.08%
West Farms Ridge	99/282	35.11%;

WHEREAS, West Farms # 1 and West Farms # 2 are parties to a Joint Management Agreement dated November 20, 1979, which agreement the Associations hereby mutually and unanimously rescind and terminate; and

WHEREAS, the Associations desire to collectively declare and set forth their respective obligations and liabilities concerning the management, operation, repair and maintenance of the Property, including the recreation facilities and other improvements existing thereupon.

NOW, THEREFORE, in consideration of the rights and benefits conferred on each Association, and other valuable consideration, the receipt and sufficiency of which are acknowledged, the Associations hereby mutually agree and declare as follows:

ARTICLE I
Introduction

- 1.1 The purpose of this Agreement is to provide a formal means for the orderly management, operation, repair and maintenance of the Facilities, which is jointly owned, as tenants-in-common, by three different Associations, and thus constitutes a mutual Common Element of each Association.

ARTICLE II
Definitions

In this Agreement, the following words and phrases mean:

- 2.1 *Allocated Interests.* Each Association's undivided and nonexclusive interest in and to the Facilities, and each Association's liability for Facility Expenses, and each Association's Votes on the Recreation Committee. The Allocated Interests are described in Article IX of this Agreement and are shown and set forth on Exhibit B attached hereto and made a part hereof.
- 2.2 *Agreement.* This document, including any amendments hereto.
- 2.3 *Association or Associations.* West Farms #1, West Farms # 2, and/or West Farms Ridge, whether individually or collectively as the context of this Agreement would dictate.
- 2.4 *Effective Date.* The date set forth in the preamble to this Agreement.
- 2.5 *Facilities.* Shall include, collectively, the Property together with any facilities existing or to be constructed on the Property, including but not limited to: buildings, pools, tennis and basketball courts, fields, playgrounds, together with and any other improvements existing or to be constructed on the Property (e.g., paving, utility wires, pipes, light poles, etc.)
- 2.6 *Facility Expenses.* Facility Expenses shall include:
- 2.6.1 Expenses of administration, maintenance, repair or replacement of the Facilities;
- 2.6.2 Expenses declared to be Facility Expenses by this Agreement or agreed upon by the Recreation Committee to be Facility Expenses; and
- 2.6.3 Such reasonable reserves, whether held in trust or by the Recreation Committee or one or more of the Associations, for repair, replacement or addition to the Facilities.

- 2.7 *Manager.* A member of the Recreation Committee appointed in accordance with Article III of this Agreement.
- 2.8 *Majority Vote.* The affirmative vote of more than fifty percent (50%) of the total Votes of the Recreation Committee. Any specified percentage, portion or fraction, unless otherwise stated in this Agreement, means such percentage, portion or fraction in the aggregate of such portion of Votes.
- 2.9 *Notice and Comment.* The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Recreation Committee, and the right to comment thereon, all as set forth in Section VI of this Agreement.
- 2.10 *Notice and Hearing.* The right of a Unit Owner to receive notice of an action proposed to be taken by the Recreation Committee, and the right to be heard thereon, all as set forth in Section VI of this Agreement.
- 2.11 *Person.* An individual, corporation, business trust, estate, trust, partnership, association, limited liability company or other legal or commercial entity.
- 2.12 *Property.* The parcel of real property commonly known as 360 Brittany Farms Road, and also sometimes known as "Parcel L," which parcel is more particularly described in Exhibit A attached hereto and made a part hereof.
- 2.13 *Recreation Committee.* The Committee of Managers which is empowered to exercise the powers and duties over the Facilities in accordance with Article III of this Agreement.
- 2.14 *Rules and Regulations.* Rules and Regulations for the use of and Facilities, and for the conduct of persons upon the Facilities. The initial Rules and Regulations are appended hereto as Exhibit C, and as may be amended from time to time pursuant to Article V of this Agreement.
- 2.15 *Unit.* A Unit existing pursuant to the declaration of one of the Associations. As of the Effective Date, there are 132 Units at West Farms # 1; and 51 Units at West Farms # 2; and 99 Units at West Farms Ridge.
- 2.16 *Unit Owner.* A person who owns a Unit at one of the Associations.
- 2.17 *West Farms #1.* West Farms Condominium Association No. 1, Inc.
- 2.18 *West Farms #2.* West Farms Condominium Association No. 2, Inc.
- 2.19 *West Farms Ridge.* West Farms Ridge Association, Inc.
- 2.20 *Votes.* The weighted vote of each Manager in the affairs of the Recreation Committee, as allocated and shown on Exhibit B.

ARTICLE III
Recreation Committee

3.1 Number and qualification; Term; Appointment.

3.1.1 The affairs of the Facilities shall be governed by a Recreation Committee which shall consist of nine (9) Managers. Each Association shall appoint three (3) Managers in accordance with the provisions of this Article, all three (3) of whom shall be a member of their respective Association's Executive Board at the time of such Manager's appointment, and who shall remain a Unit Owner throughout his or her term; and further, at least one (1) of whom shall also be concurrently serving as either the President or the Vice-President of his or her respective Association.

3.1.2 Each Manager shall have the number of Votes as set forth on Exhibit B, according to which Association such Manager represents.

3.1.3 Each Manager shall serve a term of one (1) year.

3.1.4 Each Association shall determine the method of appointing such Association's three (3) Managers, provided however that each Association's slate of Managers complies with the qualification requirements set forth in Section 3.1.1. By way of example only, and without limitation, an Association may provide that: (a) Managers shall be elected by the Association's Unit Owners at a meeting called for such purpose; or (b) Managers shall be appointed by the Association's Executive Board; or (c) the Association's officers (e.g., president, etc.) shall automatically serve as Managers by virtue of their office. Each Association shall determine the method of filling vacancies and of removing Managers.

3.1.5 Irrespective of what method of appointing Managers is selected, each Association shall appoint its Managers no later than February 1 of each year. In the event an Association fails to timely appoint its Managers, then such Association's President, Vice-President, and Secretary shall automatically act as Managers until such time as their Association appoints its Managers.

3.2 Powers and Duties. The Associations hereby grant to the Recreation Committee the powers and duties necessary for the administration of the affairs of the Facilities, not inconsistent with the Declaration any Bylaws of each Association or the terms of this Agreement, which may include, but are not be limited to, the following:

3.2.1 Enforce the Rules and Regulations, and, after Notice and Comment, to propose amendments to the Rules and Regulations in accordance with Article V;

3.2.2 ~~Propose budgets and special assessments for revenues, expenditures and reserves~~ concerning of Facility Expenses and the management, operation, repair and maintenance of the Facilities in accordance with Article IV;

- 3.2.3 Collect assessments for Facility Expenses from the Associations;
 - 3.2.4 Hire and discharge a property manager, employees and independent contractors for the benefit of the Facilities;
 - 3.2.5 Institute, defend or intervene in litigation or administrative proceedings in on behalf of itself or on behalf of the Associations on matters affecting the Facilities;
 - 3.2.6 Make contracts and incur liabilities not inconsistent with a budget adopted in accordance with Article IV;
 - 3.2.7 Regulate and provide for maintenance, repair, replacement and modification of the Facilities, and to cause additional improvements to be made to the Facilities, in each instance not inconsistent with a budget adopted in accordance with Article IV;
 - 3.2.8 Impose and receive any payments, fees or charges for the use, rental or operation of the Facilities;
 - 3.2.9 After Notice and Hearing, place reasonable restrictions on a Unit Owner's use and enjoyment of the Facilities based upon a violation of Rules and Regulations;
 - 3.2.10 Provide for the indemnification of its Managers and maintain Directors' and Officers' liability insurance; and
 - 3.2.11 Exercise any other powers necessary and proper for the governance and operation of the Facilities.
- 3.3 Bylaws. The Recreation Committee may, by Majority Vote, adopt and amend bylaws for the conduct of it business, not inconsistent with this Agreement, or the Declaration and Bylaws of the Associations.
- 3.4 Meetings. Not later than February 15 of each year, the Recreation Committee shall hold an organizational meeting. At such meeting, in addition to such other business as may be appropriate, the Managers shall elect, from among their membership, a Chairperson, a Vice-Chairperson, a Secretary, and a Treasurer of the Recreation Committee, each of whom shall carry out the duties and responsibilities customarily associated with such office. The Chairperson and Vice-Chairperson shall represent different Associations.
- 3.4.1 Regular Meetings. At the Organizational Meeting, the Recreation Committee shall establish a schedule of regular meetings for the year, notice of which shall be promptly given to all Unit Owners. The Recreation Committee shall meet at least once per quarter. Notice shall be conspicuously posted at the Facility at least five (5) business days before each regular meeting, and shall state the time, date, place and agenda of the meeting.

- 3.4.2 Special Meetings. Special Meetings of the Recreation Committee may be called by the Chairperson or by a majority of the Managers on at least five (5) business days' notice to each Manager. The notice shall be hand-delivered, mailed or electronically mailed to each Manager and shall be conspicuously posted at the Facility, and shall state the time, date, place and agenda of the meeting.
- 3.4.3 Location of Meetings. All meetings of the Recreation Committee shall be held on the Facility unless all Managers consent in writing to another location.
- 3.4.4 Voting. Managers who are absent may not grant a proxy to any other person to vote on his or her behalf. Managers may participate in a meeting of the Recreation Committee by telephonic, video or other conferencing process.
- 3.4.5 Open Meetings; Comment; Executive Session. Meetings shall be open to the Unit Owners and shall provide a reasonable opportunity for Unit Owners to comment regarding any matter affecting the Facilities. The Recreation Committee may hold an executive session only during a regular or special meeting of the board or a committee. No final vote or action may be taken during an executive session. An executive session may be held only to: (A) consult with an attorney concerning legal matters; (B) discuss existing or potential litigation or mediation, arbitration or administrative proceedings; (C) discuss labor or personnel matters; (D) discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the association at a disadvantage; or (E) prevent public knowledge of the matter to be discussed if the executive board or committee determines that public knowledge would violate the privacy of any person.
- 3.4.6 Minutes. The Recreation Committee shall maintain minutes of its meetings, which shall be available for review by the Unit Owners. The meeting minutes shall contain a record of how each Manager cast his or her vote on any final action proposed to be taken by the Recreation Committee (including the vote upon any action taken without meeting via electronic means), unless such action was approved either by unanimous consent or without objection by any Manager.
- 3.4.7 Quorum. At all meetings of the Recreation Committee, a majority of the Votes in the affairs of the Recreation Committee (as set forth on Exhibit B) shall constitute a quorum for the transaction of business. A majority of the Votes present at a meeting at which a quorum is present shall constitute the decision of the meeting, unless otherwise specified. If at any meeting there shall be less than a quorum, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called, may be transacted without further notice.

- 3.4.8 Action Without Meeting Via Electronic Means. Notwithstanding the foregoing provisions of this § 3.4, any action required or permitted to be taken at any regular or special meeting of the Recreation Committee may be taken without a meeting via electronic means, provided the following procedure is followed:
- 3.4.8.1 The Chairperson shall transmit, via electronic means, a notice to all Managers setting forth: (a) the text of the question put to the Recreation Committee, and (b) a deadline for Managers to submit their vote via electronic mail. Such deadline shall not be less than five (5) business days after the transmission of such notice;
 - 3.4.8.2 Concurrent therewith, a copy of such notice shall be conspicuously posted at the Facility;
 - 3.4.8.3 No action shall be passed by the Recreation Committee via electronic means unless, before the deadline stated in the notice, the Chairperson receives in reply from the Managers the affirmative vote of more than two-thirds (2/3) of the total Votes of the Recreation Committee. In the event a question put to the Recreation Committee under this § 3.4.8 fails to pass, it shall be without prejudice and the question shall be tabled to the next regular or special meeting of the Recreation Committee;
 - 3.4.8.4 Following the deadline set forth in § 3.4.8.1(c), the Chairperson shall promptly give notice to all Managers of whether the question passed or failed, together with a roll call of those Managers voting in favor and voting against, which notice shall be entered into the minutes of the Recreation Committee.
- 3.5 Standard of Care. In the performance of their duties, the Managers serving on the Recreation Committee are required to exercise ordinary and reasonable care.

ARTICLE IV **Facility Expenses and Budget**

- 4.1 Apportionment of Facility Expenses. All Facility Expenses shall be assessed against the Associations in accordance with their percentage Allocated Interests as shown on Exhibit B (a "Facility Expense Assessment"). No Association may exempt itself from liability for payment of Facility Expense Assessment by abandonment or by waiver of the use or enjoyment of any of the Facilities.
- 4.2 Liability for Facility Expenses. Each Association hereby agrees to be liable to the other Associations for its Facility Expense Assessments, provided the Recreation Committee budget is adopted by all Associations in accordance with this Article.

- 4.3 Facilities Budget.
- 4.3.1 Each year, not later than the first (1st) day of October, the Recreation Committee shall adopt, by a Majority Vote, a budget for the management, operation, repair and maintenance of the Facilities (the "Facilities Budget"). Within ten (10) days thereof, the Recreation Committee shall provide to each Association's executive board and to the Unit Owners a summary of the proposed budget, including a statement of the amount of any reserves, and a statement of the basis on which such reserves are calculated and funded. In addition, such summary shall state the dollar amount of each Association's proposed Facility Expense Assessment as calculated in accordance with Section 4.1 and Exhibit B hereof (the "Proposed Facility Expense Assessment").
- 4.3.2 Each Association, acting through its executive board, shall place its respective Proposed Facility Expense Assessment in its proposed Association budget prepared in accordance with Conn. Gen. Stat. § 47-261e(a), without modification, and shall send such Association budget to its respective Unit Owners for action.
- 4.3.3 If all three of the Association's proposed budgets are approved in accordance with Conn. Gen. Stat. § 47-261e(a), then each Association shall pay, in monthly installments, its Facility Expense Assessment to the Recreation Committee. If any Association's proposed budget is rejected in accordance with Conn. Gen. Stat. § 47-261e, the Facilities Budget last approved by all three Associations shall continue until a subsequent Facilities Budget is approved as set forth herein. The current approved Facilities Budget is appended hereto as Exhibit D.
- 4.4 Special Assessments. The Recreation Committee may, at any time, propose a special assessment by Majority Vote. Within ten (10) days thereof, the Recreation Committee shall provide each Association's executive board and Unit Owners a summary of the proposed special assessment. If the proposal does not exceed fifteen percent (15%) of the current Facilities Budget, it may be considered by each Association's executive board without a vote of the Unit Owners. Otherwise, each Association's executive board shall refer the proposal to a vote of the Unit Owners in accordance with Conn. Gen. Stat. § 47-261e(b). If, within sixty (60) days, the proposed special assessment is approved by all three of the Association's executive boards or by the Unit Owners, as the case may be, but in either event in accordance with Conn. Gen. Stat. § 47-261e(b), the special assessment shall be adopted. Otherwise it shall be rejected.
- 4.5 Emergency Assessments. Nothing herein shall be construed to prohibit each Association's executive board from adopting emergency assessments for the benefit of the Facility in accordance with Conn. Gen. Stat. § 47-261e(c).
- 4.6 Fiscal Year. The fiscal year established by Majority Vote of the Recreation Committee.
- 4.7 Loans. Nothing herein shall prohibit the Associations from mortgaging the Property or from assigning their right to receive future income as security for borrowing funds to benefit the Facility, provided all three Associations agree to such action.

ARTICLE V

Use of Facilities; Rules and Regulations

- 5.1 The Facilities exist for the benefit, use, and enjoyment of the Unit Owners, tenants, occupants of Units, and their guests and invitees.
- 5.2 The use of the Facilities is subject to the Rules and Regulations appended hereto as Exhibit C and as amended from time to time. All Unit Owners, tenants, occupants of Units, and their guests and invitees, shall comply with the Rules and Regulations.
- 5.3 No noxious or offensive use or activity shall be carried on upon the Facilities, nor shall anything be done thereon which may be or become an annoyance or nuisance to others.
- 5.4 The Recreation Committee may, by Majority Vote, and subject to Notice and Comment, propose amendments to the Rules and Regulations. Within ten (10) days of the Recreation Committee's affirmative vote, such proposed Rules and Regulations shall be delivered to each Association's executive board.
- 5.5 Each Association, acting through its executive board, shall take action upon such proposed amendments to the Rules and Regulations, in accordance with Conn. Gen. Stat. § 47-261b within sixty (60) days. If, within sixty (60) days, the amendments to the Rules and Regulations are approved by all three of the Association's executive boards in accordance with Conn. Gen. Stat. § 47-261b, such amendments shall be adopted. Otherwise they shall be rejected.
- 5.6 Each Association, acting through its executive board, shall take reasonable action to assist and cooperate with the Recreation Committee in enforcing the Rules and Regulations and in abating any violations thereof. Such action may include the imposition of fines, restrictions on use of the Facilities, and/or an action to enjoin, abate or remedy the continuance of any such breach.

ARTICLE VI

Notice and Hearing; Notice and Comment

- 6.1 **Notice and Comment.** Whenever this Agreement requires "notice and comment," and at any other time the Recreation Committee determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of their respective Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than ten (10) days before the proposed action is to be taken.
- 6.2 **Notice and Hearing.** Whenever this Agreement requires 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 Recreation Committee, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

- 6.3 Cause of Action to Enforce Agreement. Notwithstanding the foregoing, before commencing a cause of action in Superior Court to enforce the provisions of this Agreement against a Unit Owner, the Recreation Committee shall follow the procedures as set forth in Conn. Gen. Stat. § 47-278(c). To the extent such statute refers to an "association," such term shall mean, for purposes of § 6.3, the Recreation Committee.

ARTICLE VII

Insurance

- 7.1 Coverage. To the extent reasonably available, the Recreation Committee shall obtain and maintain insurance coverage as set forth in Sections 7.2, 7.3 and 7.4 of this Article. If such insurance is not reasonably available, and the Recreation Committee determines that any insurance described herein will not be maintained, the Recreation Committee shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and each Association at the respective last known addresses.
- 7.2 Property Insurance. The Recreation Committee shall purchase property insurance covering the Facilities (including the Property).
- 7.2.1 The personal property at the Facilities shall be insured in an amount equal to 100% of its replacement cost. The Recreation Committee is authorized to obtain appraisals periodically for the purpose of establishing the actual cash value of the property, and the cost of such appraisals shall be a Facility Expense.
- 7.2.2 Risks Insured Against. The insurance shall afford "all risk" protection for direct physical loss commonly insured against only for the Facility. THE RECREATION COMMITTEE SHALL NOT MAINTAIN A MASTER POLICY ON UNITS. A Unit Owner may maintain additional insurance of the Unit.
- 7.3 Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Recreation Committee but in no event less than \$1,000,000 covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Facilities. Insurance policies carried pursuant to this Section shall provide that:

- 7.3.1 Each Association is an insured person under the policy with respect to liability arising out of its interest in the Property/Facilities.
- 7.3.2 The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.
- 7.3.3 No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Recreation Committee or an Association, will void the policy or be a condition to recovery under the policy.
- 7.3.4 If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner or an Association covering the same risk covered by the policy, the Recreation Committee's policy provides primary insurance.
- 7.3.5 The insurer may not cancel or refuse to renew the policy until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to each Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.
- 7.4 Fidelity Bonds. To the extent reasonably available, the Recreation Committee shall obtain adequate fidelity bonds for all officers, employees and agents of the Recreation Committee handling or responsible for Recreation Committee funds. The premiums on the bonds are a Facility Expense.
- 7.5 Association or Unit Owner Policies. An insurance policy issued to the Recreation Committee does not prevent an Association or Unit Owner from obtaining insurance for their own benefit.
- 7.6 Workers Compensation Insurance. The Recreation Committee shall obtain and maintain Workers Compensation Insurance to meet the requirements of the laws of the State of Connecticut.
- 7.7 Directors' and Officers' Liability Insurance. The Recreation Committee shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Managers and officers of the Recreation Committee in such limits as the Recreation Committee may, from time to time, determine.
- 7.8 Other Insurance. The Recreation Committee may carry other insurance which the Recreation Committee considers appropriate to protect the Association or the Unit Owners.
- 7.9 Premiums. Insurance premiums shall be a Facility Expense.

ARTICLE VIII

Damage To Or Destruction Of Property/Facilities; Condemnation

- 8.1 Any portion of the Property/Facilities for which insurance is required under Article VII of this Agreement shall be repaired or replaced in accordance with Section 47-255 of the Connecticut General Statutes and each Association's respective Declaration, taking into account each Association's Allocated Interest under this Agreement.
- 8.2 If part or all of the Property/Facilities is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 47-206 of the Connecticut General Statutes and each Association's respective Declaration.

ARTICLE IX

Allocated Interests

- 9.1 Allocation of Interests. The table showing each Association and their allocated interests under this Agreement is attached as Exhibit B. These interests have been allocated in accordance with the formulas set out in this Article IX. These formulas are to be used in reallocating interests if Units are added to any of the Associations.
- 9.2 Formulas for the Allocation of Interests. The Interests allocated to each Association have been calculated on the following formulas:
- 9.2.1 Interest in the Property. The percentage of each Association's undivided interest in the Facilities is set forth and governed by the deeds set forth in the recitals.
- 9.2.2 Liability for the Facility Expenses. The percentage of liability for Facility Expenses allocated to each Association is based on the number of Units within such Association as a percentage of the total combined number of Units in all three Associations at any time.
- 9.2.3 Votes. Each Manager shall have a Vote equal to one-third (1/3) of the number of Units in the Association which such Manager represents, such that the total number of Votes of the nine (9) managers equals 282.

ARTICLE X

Restriction on Partition and Sale; Right of First Refusal

- 10.1 Restriction on Partition. Each Association hereby covenants and agrees that it shall not commence, maintain or prosecute an action to partition the Facilities, including the Property, in kind or by sale.

- 10.2 Restriction on Sale or Conveyance. Each Association hereby covenants and agrees that it shall not consensually sell, convey, encumber, or otherwise assign its interest in the Facilities, including the Property, without the unanimous consent of the other Associations.
- 10.3 Notwithstanding, and without limiting the effect of the foregoing, in the event that an Association receives a written offer from a third party which it is prepared to accept with respect to a sale of its interest in the Facilities, including the Property, such Association shall notify the two other Associations in writing (the "Refusal Notice") that it seeks to convey its interest in the Facilities to such third party, which notice shall set forth the economic and all other material terms contained in such written offer. The other two Associations shall have sixty (60) days from receipt of the Refusal Notice within which to elect in writing to purchase said interest in the Facilities upon the applicable terms set forth in the Refusal Notice.
- 10.4 Any sale, conveyance, encumbrance, or assignment of the Facilities, including the Property, made in violation of this Article X shall be void.

ARTICLE XI

Adoption; Amendments; Termination

- 11.1 This Agreement shall become effective upon the unanimous affirmative consent of the executive boards of all three (3) Associations.
- 11.2 The Recreation Committee or an executive board of any Association may, from time to time, propose amendments to this Agreement, or propose to terminate this Agreement. Any such proposal shall be adopted upon the affirmative consent of any two (2) of the executive boards of all three (3) Associations.

ARTICLE XII

Miscellaneous

- 12.1 Captions. The captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement, nor the intent of any provision thereof.
- 12.2 Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural and vice versa, whenever the context of this Agreement so requires.
- 12.3 Waiver. No provision contained in this Agreement is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.


- 12.4 Invalidity. The invalidity of any provision of this Agreement does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of this Agreement shall continue in full force and effect.
- 12.5 Conflict. This Agreement is intended to comply with and act in harmony with the Declarations of the respective Associations and the requirements of Chapter 828 of the Connecticut General Statutes. In the event of any conflict between this Agreement and the provisions of the Declarations or the statutes, the provisions of the Declarations statutes, as the case may be, shall control.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

West Farms Condominium Association No. 1, Inc.

By: 
Print Name: Jordan Kratter
Its President, duly authorized
Date of Executive Board Approval: August 29, 2017

West Farms Condominium Association No. 2, Inc.

By: 
Print Name: Robert R. Roch
Its President, duly authorized
Date of Executive Board Approval: August 15, 2017

West Farms Ridge Association, Inc.

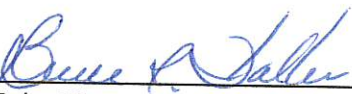
By: 
Print Name: BRUCE R. WALLEN
Its President, duly authorized
Date of Executive Board Approval: August 10, 2017

EXHIBIT A
Property Description

A certain piece or parcel of land, with all the improvements thereon and appurtenances thereto, situated in the Town of New Britain, County of Hartford and State of Connecticut, and being shown as Parcel "L" on a map entitled, "BRITTANY FARMS New Britain, Conn. Igor Vechesloff Professional Engineer & Land Surveyor 51 Lorraine Street Hartford, Connecticut Scale 1" = 100' Date 6-16-72," which map is on file in the office of the Town Clerk of New Britain. Said premises are bounded and described as follows:

Commencing at a point on the northerly line of Brittany Farms Road at the southeasterly corner of the premises herein conveyed and the southwesterly corner of Parcel "M" as shown on said map, land now or formerly of Brittany Farms Pavilion, Inc.; thence running North 72° 29' 15" West along the northerly line of Brittany Farms Road, one hundred thirty-two and thirty-three one-hundredths (132.33) feet to a point; thence running northwesterly along the northerly line of Brittany Farms Road in a curve to the right having a radius of one thousand two hundred twenty-five (1,225) feet, two hundred thirty-four and forty-eight one-hundredths (234.48) feet to a point; thence running northwesterly along the northerly line of Brittany Farms Road in a curve to the left having a radius of four hundred twenty-five (425) feet, one hundred forty-five and fifty-five one-hundredths (145.55) feet to the southeasterly corner of Village "D" as shown on said map; thence running North 3° 04' 23" East along the easterly line of said Village "D" one hundred ninety-five (195.00) feet to a point on the southerly line of land now or formerly of Kevin V. Dowling; thence running North 81° 40' 01" East along said southerly line of land now or formerly of Kevin V. Dowling, six hundred twenty-two and forty-eight one-hundredths (622.48) feet to the northwesterly corner of said Parcel "M", land now or formerly of Brittany Farms Pavilion, Inc.; thence running South 17° 40' 38" East along the westerly line of said Parcel "M", land now or formerly of Brittany Farms Pavilion, Inc., four hundred eighty-five and fifty one-hundredths (485.50) feet to the point or place of beginning.

EXHIBIT B
Table of Interests

<u>Association</u>	<u>Units</u>	<u>Allocated Interest</u>	<u>Managers</u>	<u>Each Manager's Votes</u>
West Farms # 1	132	46.81%	3	44 (15.603% of total)
West Farms # 2	51	18.08%	3	17 (6.027% of total)
West Farms Ridge	99	35.11%	3	33 (11.702% of total)
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TOTAL:	282	100.00%	9	282

Reference Table

For ease of reference, and without limiting the applicability of the text of this Agreement, the following matters require a "Majority Vote" as defined in § 2.8:

- § 3.3 – Adoption and Amendment of Bylaws
- § 4.3.1 – Adoption of Facilities Budget
- § 4.4 – Proposal of Special Assessment
- § 4.6 – Establishment of Fiscal Year
- § 5.4 – Adoption and Amendment of Rules and Regulations

A Majority Vote requires a minimum of 142 votes (>50%). Below is a table showing combinations of the minimum number of votes required to obtain a quorum or Majority Vote. NOTE: all other actions (see § 3.4.7) would only require >50% affirmative votes from Managers in attendance.

<u>West Farms # 1</u>	<u>West Farms # 2</u>	<u>West Farms Ridge</u>	<u>Total Votes</u>
1	0	3	143
1	2	2	144
2	0	2	154
2	2	1	143
3	1	0	149
3	0	1	165

Exhibit C
Rules and Regulations

The Rules and Regulations which follow on the six (6) pages hereafter were previously revised and approved 5/12, and through the adoption of this Agreement, are hereby ratified.

WEST FARMS RECREATION FACILITY

360 Brittany Farms Rd.
New Britain, CT. 06053
Managed by Imagineers, LLC
860-247-2318

RECREATION FACILITIES RULES AND REGULATIONS

These recreation facilities are for the use and enjoyment of West Farms Village and West Farms Ridge residents and their guests. The Recreation Attendant is responsible for the enforcement of these rules. Since it is impossible to cover every situation through a set of rules, it is expected that every resident will exercise common sense, honesty and consideration for others in using these facilities.

Residents are responsible for informing their families and guests of these rules. The resident may be held accountable for any infractions thereof and also for the costs of any damage to West Farms Recreation property caused by negligent or willful acts of the family and guests. West Farms Recreation will not be responsible for loss or damage to personal property.

The Recreation Attendant has the authority to decide whether any activity is injurious to the safety of persons or property and to take appropriate action whether or not the infraction is specifically included in these rules.

Inappropriate behavior, language or failure to comply with either the Rules and Regulations or the Recreation Attendant's instructions will not be tolerated. Such activity will be brought to the attention of the appropriate Board of Directors, possibly resulting in suspension of recreation privileges and (where appropriate and necessary) prosecution to the full extent of the law.

Any complaints, requests or suggestions about these rules should be made in writing to the Joint Recreation Committee (JRC), which is comprised of members from Section I, Section II, and the Ridge Boards of Directors.

CLUBHOUSE FACILITY GENERAL RULES

1. Association fees must be current to use any recreation facilities or to obtain a recreation pass. Passes will be rescinded if the condo fees become delinquent.
2. A pool pass as well as a family pass at a cost of \$50 will be available upon request.
3. All guests using the Clubhouse facilities must be accompanied by a West Farms Village or West Farms Ridge resident, for the duration of the guests stay. A guest is defined as anyone visiting a resident of West Farms Village or West Farms Ridge who is not registered with Management as an owner or lessee.
4. The unit owner will be held accountable for any damages inflicted upon any Clubhouse property by their family or guests or tenants. The owner is responsible for clean up of trash and litter at the Recreation facility.
5. No animals/pets are allowed in the Recreation Area (including the Clubhouse) at any time. Exceptions will be made for animals that aid those falling under the ADA (American Disability Act).
6. The main room of the Clubhouse is for the use of adults only. Children under 18 may use this room only when accompanied by a responsible adult or with permission of the JRC,
7. No one under 18 is allowed in the kitchen area unless accompanied by a responsible adult or at Association-sponsored events.
8. No bare feet are allowed within the building. Shoes or sandals are required when using the Clubhouse.
9. Public intoxication will not be allowed.
10. No smoking allowed in the clubhouse.
11. Those using the clubhouse facility are responsible for the clean-up of trash and litter. Please place refuse in proper receptacles
12. Running, pushing, wrestling and other horseplay are dangerous and will not be permitted.
13. Guests may use the tennis courts as long as they are accompanied by a West Farms Village or West Farms Ridge resident.

SWIMMING POOL

Unit owners or their tenants will receive a Resident Pass, not both parties. Unit owners do have the privilege of yielding their passes to their tenants. Family Passes can also be purchased at a cost of \$50 (see the West Farms Recreation Center Family Pass form for rules and instructions).

These rules and regulations have been established in order to provide the maximum of comfort and convenience that is consistent with safety and health. Your cooperation and adherence to these rules and regulations is earnestly requested. Please review these rules and instruct your children to obey the directions of the Recreation Attendant.

Inappropriate behavior, language or failure to comply with either the Rules and Regulations or the Recreation Attendant's instructions will not be tolerated. Such activity will be brought to the attention of the appropriate Board of Directors, possibly resulting in suspension of recreation privileges and (where appropriate and necessary) prosecution to the full extent of the law.

Your safety in the pool area is your responsibility and yours only. An employee designated as Pool Attendant will be on duty during normal pool hours. In providing a Recreation Attendant, an additional measure of security is provided, but such is not intended as a means of avoiding each resident's responsibility for self, children and guests.

A first aid kit is available in the cabana area and is marked with a red cross. See the Pool attendant for assistance.

POOL RULES AND REGULATIONS

1. The pool area is open daily 10:00 am to 7:00 pm. Saturday of Memorial Day through Labor Day.
2. All entry to and exit from the pool area will be through the south gate.
3. Any resident wishing to use the pool area must sign in. It is mandatory that pool passes be inspected and approved by the pool attendant at each and every entry.
4. Pool chairs and shady areas cannot be reserved.
5. All persons using the West Farms Recreation pool and facilities do so at their own risk. Parents are responsible for the safety of their own children; the presence of a Pool Attendant does not relieve the parent of this responsibility. **THERE IS NO LIFEGUARD IN ATTENDANCE.**
6. Any child using the wading pool must be accompanied in the water by a parent or responsible adult over the age of 18.
7. No glass items of any kind, except eyeglasses, will be permitted in the pool area.

8. Children not toilet-trained must wear a swim diaper, and a bathing suit in the pool.
9. Public intoxication will not be tolerated.
10. Admission to the pool may be refused to anyone with colds, coughs, inflamed eyes, open cuts, sores, and infections or to anyone whose physical condition could endanger the health of themselves or others. Those with heavy suntan lotion, zinc oxide, etc., must wash it off before entering the pool.
11. Only proper swimming attire is allowed in the pool (no cut-offs).
12. Air-inflated tubes or jackets, toys, goggles, snorkels, swim fins, etc., will be allowed in the pool at the discretion of the Recreation Attendant.
13. Running, pushing, wrestling and other horseplay are dangerous and will not be permitted.
14. Admission to the deep areas of the pool may be denied to any individual whose swimming ability has not been demonstrated to the satisfaction of the Recreation Attendant.
15. Children who cannot stand in the shallow end of the pool with their heads above water (i.e., water at shoulder or below) will be forbidden from entering the water unless accompanied in the water by a responsible adult over the age of 18.
16. Children under 12 years of age must be accompanied by a parent or responsible adult over 18. Resident children aged 12-17 will be allowed in the pool area only if they are accompanied by a responsible adult over 18 or if their parents have signed a consent form allowing them in the pool area without adult accompaniment. The Recreation Attendant and the Management Company office will have a list of these children.
17. No one is allowed to swim in the pool unless there is an attendant present.
18. Animals/pets are not allowed in the pool area. Exceptions will be made for animals aid those falling under the ADA (American Disability Act).
19. The Recreation Attendant has the authority to decide whether any activity is injurious to the safety of persons or property and to take the appropriate action whether or not the infraction is specifically included in these rules.
20. According to NOAA.gov, in the event of lightning or thunder, everyone must leave the pool and pool area for at least 30 minutes after the last thunder/lightning.
21. Failure to abide by rules by residents and their guests using a Resident Pass will result in the following penalties (not including day of offense):
 - 1st offense: 3 day suspension from pool

2nd offense: 1 week suspension from pool
3rd offense: Remainder of summer

22. Inappropriate behavior for guests using a Family Pass will result in revocation of the Family Pass with no refund to the resident.
23. The clubhouse will be locked during pool hours. Should you enter the clubhouse without a pool attendant, your pool privileges will be revoked for the season.
24. Should you lose your pool pass the charge for replacement will be \$5.00 the first time, \$10.00 the second time and \$20.00 thereafter.

BASKETBALL COURT

1. Association fees must be current to use the courts.
2. A recreation pass must be available upon request.
3. The basketball court is available without reservations during operating hours, the same as the pool hours.
4. Only proper shoe attire may be worn on the court.
5. No glass, except eyeglasses, will be allowed on the court.
6. Public intoxication will not be tolerated.

TENNIS COURTS

1. Association fees must be current to use the courts.
2. A recreation pass must be available upon request.
3. Courts may be reserved through the Management Company office until the Friday prior to Memorial Day weekend; thereafter, reservations can be made with the Recreation or Clubhouse Attendant.
4. The time limit is 1 hour for singles and 1 1/2 hours for doubles.
5. Guests may use the tennis courts as long as they are accompanied by a West Farms Village or West Farms Ridge resident.
6. Tennis shoes must be worn while using the courts. You will be asked to leave if shoes are not appropriate for tennis play.
7. No glass, except eyeglasses, will be allowed on the courts.
8. After summer recreation operating hours, whenever leaving the tennis area and the courts are not in use, please lock the front gate. The combination

can be obtained from the Management Company or the Recreation Attendant.

9. Please observe usual tennis courtesy. Any distracting noises, horseplay, etc., will not be tolerated.
10. Public intoxication will not be tolerated.

PICNIC AREA

1. Association fees must be current to use the picnic area.
2. Those using the picnic area are responsible for the clean-up of trash and litter. Please place refuse in proper receptacles.

Exhibit D
Approved 2017 Facilities Budget

The 2017 Facilities Budget which follows on the three (3) pages hereafter was previously approved on 8/12/2016, and through the adoption of this Agreement, is hereby ratified.

**Budget Summary Report
West Farms Village Recreation
Budget 2017 Approved**

	<u>2017 Budget</u>
Association Fee Income	
4100 - Clubhouse Fee Income	130,141.00
Total Association Fee Income	130,141.00
Income Charged by Unit	
4300 - Late Fee Income	0.00
4301 - Miscellaneous Income	0.00
4305 - Insufficient Funds Fee	0.00
4313 - Pool Card Income	200.00
Total Income Charged by Unit	200.00
Other Income Assoc Level	
4311 - Parking Lot Rental (B/F)	5,496.00
4400 - Clubhouse Rental Income	2,100.00
4404 - Clubhouse Attendant Income	1,000.00
Total Other Income Assoc Level	8,596.00
Interest/Reserve Income	
4500 - Income From Reserve Appropriations	24,500.00
4502 - Interest Income Reserves	50.00
Total Interest/Reserve Income	24,550.00
Total West Farms Village Recreation Income	163,487.00
Professional Fees	
5100 - Management Fee	15,000.00
5101 - Legal Fees	0.00
5102 - Accounting Fees	3,300.00
5106 - Reserve Study	3,000.00
Total Professional Fees	21,300.00
Utilities	
5200 - Electricity	8,000.00
5205 - Gas	5,000.00
5208 - Water And Sewer	1,800.00
5210 - Rubbish Removal	7,000.00
5211 - Telephone	400.00
Total Utilities	22,200.00
Administrative	
5308 - Administration/Office	495.00
Total Administrative	495.00
Insurance	
5400 - Insurance	16,000.00
5401 - Workers Compensation	2,200.00
Total Insurance	18,200.00
Payroll	
5502 - Payroll-Pool	15,000.00
5504 - Clubhouse Attendant	1,000.00
5506 - Employer Payroll Taxes	2,000.00
5507 - Payroll Service Fees	750.00
Total Payroll	18,750.00

**Budget Summary Report
West Farms Village Recreation
Budget 2017 Approved**

	2017 Budget
Grounds Maintenance	
5600 - Landscaping	6,000.00
5611 - Snow Removal	2,100.00
5699 - Landscape Improvements	1,000.00
Total Grounds Maintenance	9,100.00
Amenities Maintenance	
5700 - Pool Supplies	4,500.00
5701 - Pool Repairs	1,600.00
5703 - Pool Opening/closing	2,100.00
5704 - Clubhouse Improvements	2,000.00
5709 - Pool Passes	200.00
5710 - Pool Furniture/Fixtures	750.00
5711 - Small Pool Pump	0.00
5712 - Pool - Family Pass	300.00
Total Amenities Maintenance	11,450.00
Maintenance & Repairs	
5800 - Clubhouse Cleaning & Supplies	750.00
5804 - Maintenance Supplies	0.00
5806 - Hvac Maintenance	3,000.00
5900 - Maintenance/Materials/Supplies	8,000.00
5999 - Outside Contractors	3,000.00
Total Maintenance & Repairs	14,750.00
Reserves and Miscellaneous	
6100 - Clubhouse Mortgage	0.00
6105 - Contribution To Reserves General	22,742.00
Total Reserves and Miscellaneous	22,742.00
Capital Improvements	
7206 - Fences	0.00
7209 - Pool Project	0.00
7210 - Siding Improvement Project	24,500.00
Total Capital Improvements	24,500.00
Total West Farms Village Recreation Expense	163,487.00
Total Association Net Income / (Loss)	0.00