

PUBLIC OFFERING STATEMENT

This Public Offering Statement is made pursuant to the provisions of Chapter 825 of the Connecticut General Statutes. It is intended to disclose fully and accurately the characteristics of the condominium and attempts to make known to the prospective purchaser all unusual and material circumstances or features affecting it.

The following information is set forth under paragraphing which attempts to follow the statutory format of Chapter 825 of the Connecticut General Statutes. Although certain portions of information contained in other documents will be summarized, the original documents should be consulted at all times. The Declarant is required by law to emphasize that the statements set forth herein are only summary in nature and that a prospective purchaser should refer to all references as well as the entire set of disclosure materials in his purchase contract. Although the warning will be given as required by statute, it is important to be recited here as well.

1. The name and principal address of the declarant and the Condominium:

The Declarant is Woodbury Place Joint Venture, a Connecticut Joint Venture (partnership) whose address is 1080 Main Street South, Woodbury, Connecticut. The name of the condominium is Woodbury Place, A Condominium. Its address is Main Street South, Woodbury, Connecticut.

2. A narrative description of the condominium, stating the total number of units to be sold and rented; and the total number of units that may be included in the condominium by reason of future expansion or merger of the condominium by Declarant:

Adult      <  
The condominium is an adult condominium ("The Property"), consisting of eight one and two-story wood frame buildings containing a total of 24 residential units and four separate garage buildings containing a total of twelve garage units. There will be one equipment storage space. Residential buildings will contain two, three, or four units.

The Avon is a "ranch" type unit of two stories consisting of one bedroom, one bath, a kitchen and living room with fireplace and a second floor den containing either 1016.3 or 1019.5 square feet of living space. Also included is detached one car garage with loft storage above, attic storage over the residential area and a privacy yard, none of which are included in the square foot computation set forth above.

The Bridgewater is a "ranch" type unit of one story consisting of two bedrooms, one bath, a kitchen and living room with fireplace all on one level containing either 876.4 or 880.8 square feet of living space. Also included is a detached two car garage with loft storage above, attic storage over the residential area and a privacy yard, none of which are included in the square foot computation set forth above.

The Colebrook is a "ranch" type unit of one story consisting of two bedrooms, one bath, a kitchen and living room with

fireplace, all on one level containing 931.2 square feet of living space. Also included are an attached one car garage with stairway to loft above and attic storage over the residential area, and an enclosed privacy yard, none of which are included in the square foot computations set forth above.

The Deerfield is a "townhouse" type unit of two stories consisting of two bedrooms, one and one-half baths, a kitchen and living room on two levels consisting of 1025.4 square feet of living space. Also included are a two car attached garage with loft storage above and an enclosed privacy yard none of which are included in the square foot computation set forth above.

The buildings themselves consist of cedar clapboard over wood frame construction. The foundation, footings and first floor slab are of poured concrete. Roofs are covered with asphalt shingles. Windows and sliding doors are of wood frame with insulated glass.

There is a separate electric fired heat pump, warm air heating and air conditioning system.

Kitchens include dishwasher, self cleaning range and refrigerator. Cabinets are of stained wood. Counters are covered with plastic laminate.

Garages for Avon and Bridgewater models are contained in separate buildings and consist of so called "garage units".

Garages for Colebrook and Deerfield models are part of the unit as noted above and in the Declaration of Condominium.

LOFT STORAGE OVER GARAGES FOR THESE UNITS IS UNFINISHED. SUCH LOFT STORAGE IS NOT REPRESENTED, INTENDED, OR BUILT AS LIVING SPACE AND NO PERMIT HAS BEEN REQUESTED OR ISSUED FOR SUCH USE. FUTURE USE OF LOFT STORAGE OVER COLEBROOK AND DEERFIELD MODELS AS LIVING SPACE MUST MEET ALL ZONING, BUILDING AND OTHER CODE REQUIREMENTS INCLUDING, WITHOUT LIMITATION, FIRE SAFETY REQUIREMENTS.

The total number of units that may be included in the condominium by reason of future expansion or merger of the condominium by Declarant is twenty-four.

In order to preserve the character of The Property as an adult community, occupancy of all units shall be restricted as follows:

- (a) to any person of the age of thirty-five (35) years or over; or
- (b) a husband or wife, regardless of age, residing with his or her spouse, provided the spouse of such person is of the age of thirty-five (35) years or over; or
- (c) the child or children residing with a permissible occupancy, provided the child or children is or are of the age of eighteen (18) or over;
- (d) The foregoing occupancy restrictions shall not be construed to prevent the occupants of any of the

units from entertaining guests of any age in their units, including temporary residency not to exceed six (6) months.

3. Copies of any management contract or agreement affecting the use, maintenance or access of all or part of any condominium with a brief narrative statement of the effect of each such agreement upon a purchaser, and a statement of the relationship, if any, between the Declarant and the managing agent or firm:

None

4. A general description of the status of construction, zoning site plan approval, issuance of building permits, or compliance with any other state or local statute, ordinance or regulation affecting the condominium:

The Property has received zoning and site plan approval from the Woodbury Zoning Commission. The special permit so indicating has been recorded on the Woodbury Land Records as more particularly set forth in paragraph 5 hereof.

Zoning and Building Permits have been issued for all eight residential buildings and copies are annexed as Exhibit A.

A permit dated April 25, 1979, has been granted by the State of Connecticut, Department of Environmental Protection; for the installation of facilities for the discharge of domestic sewage for The Property. A copy of such permit is annexed hereto as Exhibit B.

The Property is subject to the Woodbury Historic District Commission which has issued a Certificate of Appropriateness for The Property, a copy of which is annexed hereto as Exhibit C.

The Woodbury Health Department has approved the design of the septic system as shown by its letter of June 4, 1979, a copy of which is annexed hereto as Exhibit D.

A .77 acre portion of The Property is the subject of a boundary dispute with abutting landowners, Wesley and Hazel A. Orr. That .77 acre portion is designated as "Area in Conflict" on that map entitled "Shirley Jalbert, Main Street, Woodbury, Connecticut, Design Development Group, Inc., consulting engineers, Cheshire, Connecticut, Scale 1" = 40', Nov. 8, 1978", certified substantially correct by Edward G. Shelomis, registered land surveyor, which map is on file in the office of the Woodbury Town Clerk. The Area In Conflict is subject to a Conservation Restriction to the Town of Woodbury more particularly referred to in paragraph 5 hereof and annexed hereto as Exhibit E, which restriction severely restricts the type of activities which can be carried out thereon.

THE AREA IN CONFLICT IS NOT INCLUDED IN THE PROPERTY OR ANY PORTION OF IT INCLUDING THIS CONDOMINIUM. IF AN APPROPRIATE ARRANGEMENT CAN BE MADE, IT IS DECLARANT'S PRESENT INTENTION TO CONVEY THE AREA IN CONFLICT TO THE ORRS UPON THE SALE OF THE LAST CONDOMINIUM UNIT IN THE PROPERTY. PURCHASER UNDERSTANDS AND AGREES THAT THE AREA IN CONFLICT WAS NEVER REPRESENTED TO HIM AS

BEING OR BECOMING A PART OF THE PROPERTY OR ANY CONDOMINIUM CREATED THEREON AND HE IS NOT PURCHASING IN RELIANCE UPON THE AREA IN CONFLICT BEING A PORTION OF THE PROPERTY OR THIS CONDOMINIUM. NOTWITHSTANDING THE FOREGOING, DECLARANT RESERVES THE RIGHT TO CONVEY ALL OF ITS RIGHT, TITLE AND INTEREST IN AND TO THE AREA IN CONFLICT TO WOODBURY PLACE CONDOMINIUM ASSOCIATION, INC. BY QUIT CLAIM DEED AT ANY TIME IN ITS SOLE DISCRETION WITHOUT ANY RESPONSIBILITY THEREFOR.

As of June 20, 1979, the three units in Building 1 are complete. The five units in Buildings 2 and 3 are framed, sided and sheetrocked. The six units in Buildings 4 and 5 are framed. The two units in Building 6 have foundations, slab and inground plumbing. The eight units in Buildings 7 and 8 have foundations. The septic system is 10% complete. The water system is 45% complete.

5. The significant terms of any encumbrances, easements, liens and matters of title affecting the condominium:

(a) A fishing easement to the State of Connecticut dated April 6, 1972 and recorded in Volume 108, page 72 of the Woodbury Land Records.

(b) Effect, if any, of right of way to pass and repass by foot or vehicle as set forth in deed dated December 18, 1954 and recorded in Volume 84, page 372 of the Woodbury Land Records (Declarant believes that this right of way does not affect The Property).

(c) A Conservation Restriction to the Town of Woodbury dated March 28, 1978 and recorded in Volume 120, page 697 of the Woodbury Land Records (Exhibit E).

(d) Special exception in favor of Shirley K. Jalbert recorded November 29, 1978 in Volume 122, page 699 of the Woodbury Land Records.

(e) Easement from Shirley K. Jalbert to Woodbury Place Joint Venture dealing with the well which provides potable water to The Property. A copy of this easement is available at Declarant's office. **IT IS UNDERSTOOD THAT SUCH WELL IS NOT LOCATED ON THE PROPERTY.** Declarant in good faith believes that the easement amply protects the water supply to The Property and has submitted such easement to the State Health Department for its approval. Such easement shall not be recorded without State Health Department approval.

(f) Agreement between Shirley K. Jalbert and Woodbury Place Joint Venture granting The Property a right of way and an emergency right of way and granting Shirley K. Jalbert the right to tie in to and have the use of utilities and facilities on The Property. There are other provisions in this agreement which are important and a copy of it is available at Declarant's office.

(g) An easement to the Connecticut Light and Power Company dated April 20, 1979 and recorded on The Woodbury Land Records

(h) Declaration of Condominium of Woodbury Place, A Condominium, by Woodbury Place Joint Venture.

The following items will be released upon the closing

of title to each condominium unit as they pertain to such unit:

(i) Mortgage to American Savings and Loan Association, Inc., dated November 3, 1978 and recorded in the Woodbury Land Records, Volume 122, page 526.

(j) A mortgage to Shirley K. Jalbert, dated November 8, 1978 and recorded in Volume 122, page 537 of said land records.

Although it is not a matter of title with respect to The Property, it is understood and agreed that part of Shirley K. Jalbert's property abutting The Property is intended to be rezoned for commercial use and it is her intention to develop that property for such use in accordance with applicable zoning regulations at the time of development.

6. The significant terms of any financing offered by the Declarant to purchasers of units in the condominium:

Declarant itself is offering no financing to purchasers of units in the condominium. Declarant will, however, assist purchasers to obtain financing from financial institutions presently offering mortgages to unit purchasers in this condominium.

7. The provisions of any warranties, including the warranties required by Chapter 825 of the Connecticut General Statutes on the units and common elements:

Section 47-74e of Chapter 825 of the Connecticut General Statutes provides in pertinent part:

"(a) An implied warranty of fitness and merchantability shall attach (1) to each building or other improvement completed not more than two years prior to or at any time after the date of the recording of the original condominium instruments; and (2) to the personal property that is transferred with or is appurtenant to each of such buildings or other improvements. For the purpose of this section, completion of a building means issuance of a final certificate of occupancy or the equivalent authorization issued by the governmental body having jurisdiction.

(b) This implied warranty shall inure to the benefit of each unit owner and his successors, and to the benefit of the declarant, as follows: (1) As to the roof and structural components of a building or other improvement, and as to mechanical, electrical and plumbing components serving a building or improvement, as distinguished from mechanical components serving only a unit, there shall be the following warranties: (A) From the declarant for the period beginning with the date of the first occupancy or use of a building or improvement by a unit owner other than the declarant, and ending one year thereafter; (B) from the contractor, subcontractors and suppliers for a period of one year from the completion of construction or installation. (2) As to all other components of a building or other improvement there shall be the following warranties: (A) From the declarant for a period of one year from the date of the closing of a sale of a unit or from the date of first occupancy of the unit, whichever shall first occur, as to such unit

and the limited common elements appurtenant thereto, and as to all other buildings and real estate improvements beginning with the date of first use of the same by a unit owner other than the declarant; (B) from the contractor, subcontractors and suppliers, as to each building or other improvement, for a period of one year from the completion of construction thereof."

ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, ARE HEREBY DISCLAIMED.

8. A schedule of the common expenses appertaining to each unit to be paid initially by each unit owner, during the twelve month period following initial occupancy of the first unit to be sold to a unit owner other than the Declarant, the total of which charges shall not be increased during such twelve month period by more than 10% over the total of all charges set forth in such schedule, unless a majority of the unit owners other than the Declarant, voting at a meeting duly called for that purpose, approve such increase:

<u>Model</u>	<u>Common Expenses Per Month</u>
Avon	
Bridgewater	\$61.00
Colebrook	58.00
Deerfield	59.00
	60.50

At closing of title to each unit, each unit owner shall contribute the sum of \$200.00 to the condominium association. This sum is based upon declarant's estimate of the amount necessary to initially capitalize the condominium association so that it will have sufficient working capital to perform its duties during the initial period of its existence. This sum is not a common charge itself and is not a payment in lieu of common charges. It is not recoverable from the condominium association upon the sale of the condominium unit although it can be an item adjusted between the purchaser and purchaser's buyer at the time of any resale if the parties so agree.

A copy of the budget for the condominium is annexed hereto as Exhibit F.

9. Whether membership in or use of the recreation facilities is, or is to be available to persons other than unit owners, and, if so, the terms and conditions of such use or membership:

Declarant in good faith believes this condominium contains no "recreation facilities" as the same are defined in Chapter 825 of the Connecticut General Statutes on the date hereof.

10. A statement that the purchaser may cancel the non-binding reservation or contract for the disposition, as the case may be, pursuant to subsections (b) and (c) of Section 47-74f of the Connecticut General Statutes:

Subsections (a), (b) and (c) of Section 47-74f of the Connecticut General Statutes state:

"(a) No Declarant may dispose of any interest in a condominium unit unless he delivers to the purchaser a current public

offering statement, on or before the date on which a non-binding reservation agreement is signed by the purchaser. Said non-binding reservation agreement shall be expressly and without qualification effective for at least fifteen days from the date on which the purchaser signs it.

(b) No Declarant may dispose of any interest in a condominium unit to a purchaser who has not signed a non-binding reservation agreement for said unit unless he delivers to such purchaser a current public offering statement, on or before the date on which the purchaser signs a contract for disposition of said unit. Any contract signed by such a purchaser shall be expressly and without qualification subject to cancellation by the purchaser in the same manner as a non-binding reservation agreement.

(c) Cancellation of contracts for the disposition of a condominium unit shall be by notice to the Declarant, sent by certified mail, return receipt requested, or by hand delivery."

A purchaser may cancel a non-binding reservation or a contract for the purchase of a unit pursuant to the above subsections.

11. If the disposition of a condominium unit is to be in the form of an agreement by the Declarant to lease the unit to the purchaser in exchange for a lump sum initial payment, a copy of the proposed lease from which the actual lease may deviate only as to identity and type of unit, price and periodic rental:

Not Applicable

12. Copies of instruments which will be delivered to the purchaser to evidence his interest in the condominium unit and any other agreements which the purchaser will be required to sign:

Annexed hereto and made a part hereof as Exhibits G (Non-binding Reservation Agreement), G-1 (Contract of Purchase) and G-2 (Unit Deed).

13. After all the statements required in this subsection have been included, a statement in substantially the following form which at the Declarant's option may be in bold face type or capital letters:

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

14. In a leasehold condominium, a schedule of the lease rentals to be paid by each unit owner during the full lease term, the basis for such rental, the method to be used for subsequent determination of any increases of lease rentals, and the total amount to be paid by each unit owner at the time of the exercise of the option to purchase the fee simple to the demised property:

Not Applicable

1979.

Dated at Bridgeport, Connecticut this

*10th* day of *Sept.*

WOODBURY PLACE JOINT VENTURE

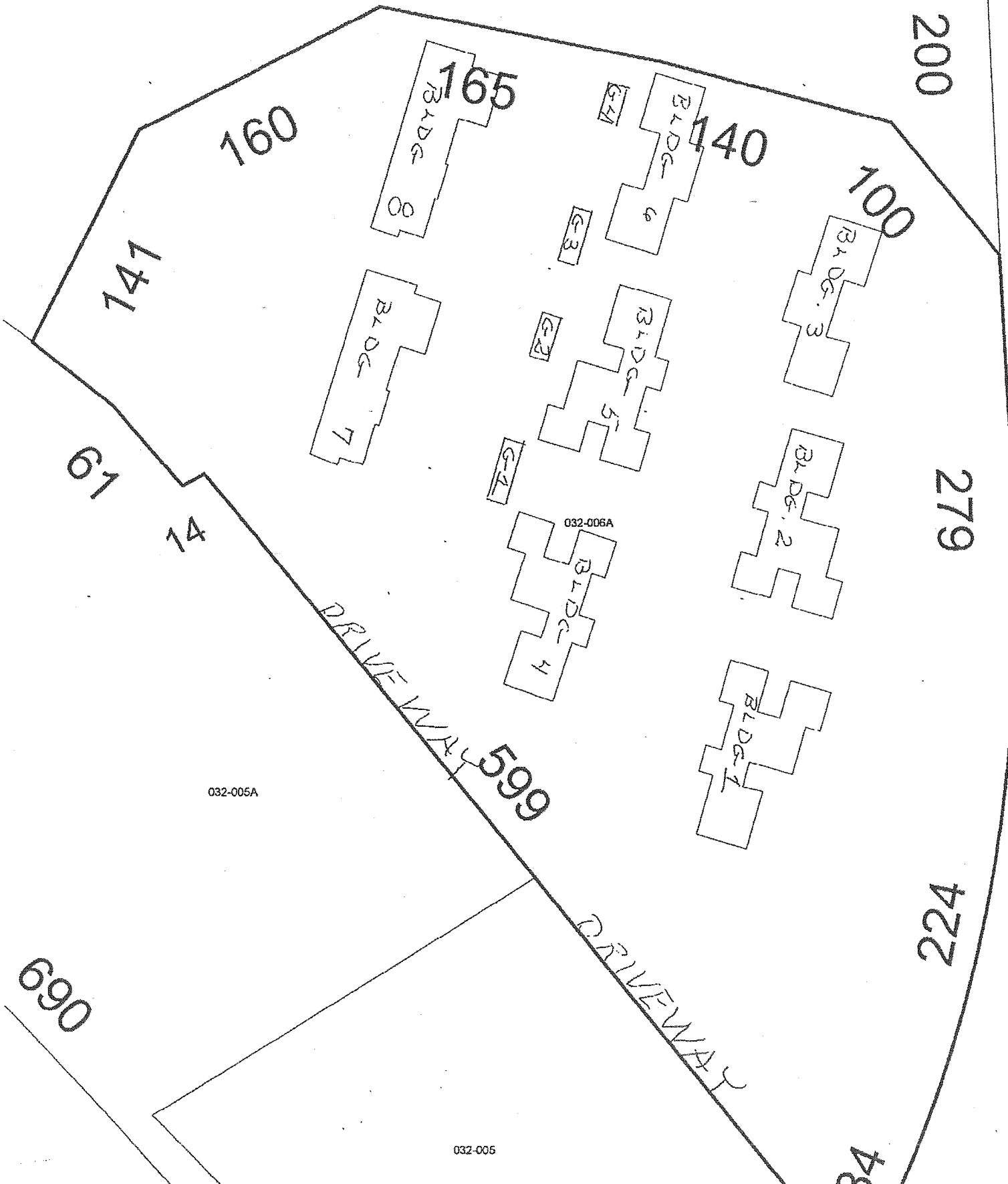
BY 

Karl J. Jalbert  
A Venturer Duly Authorized



032-007&8

032-006



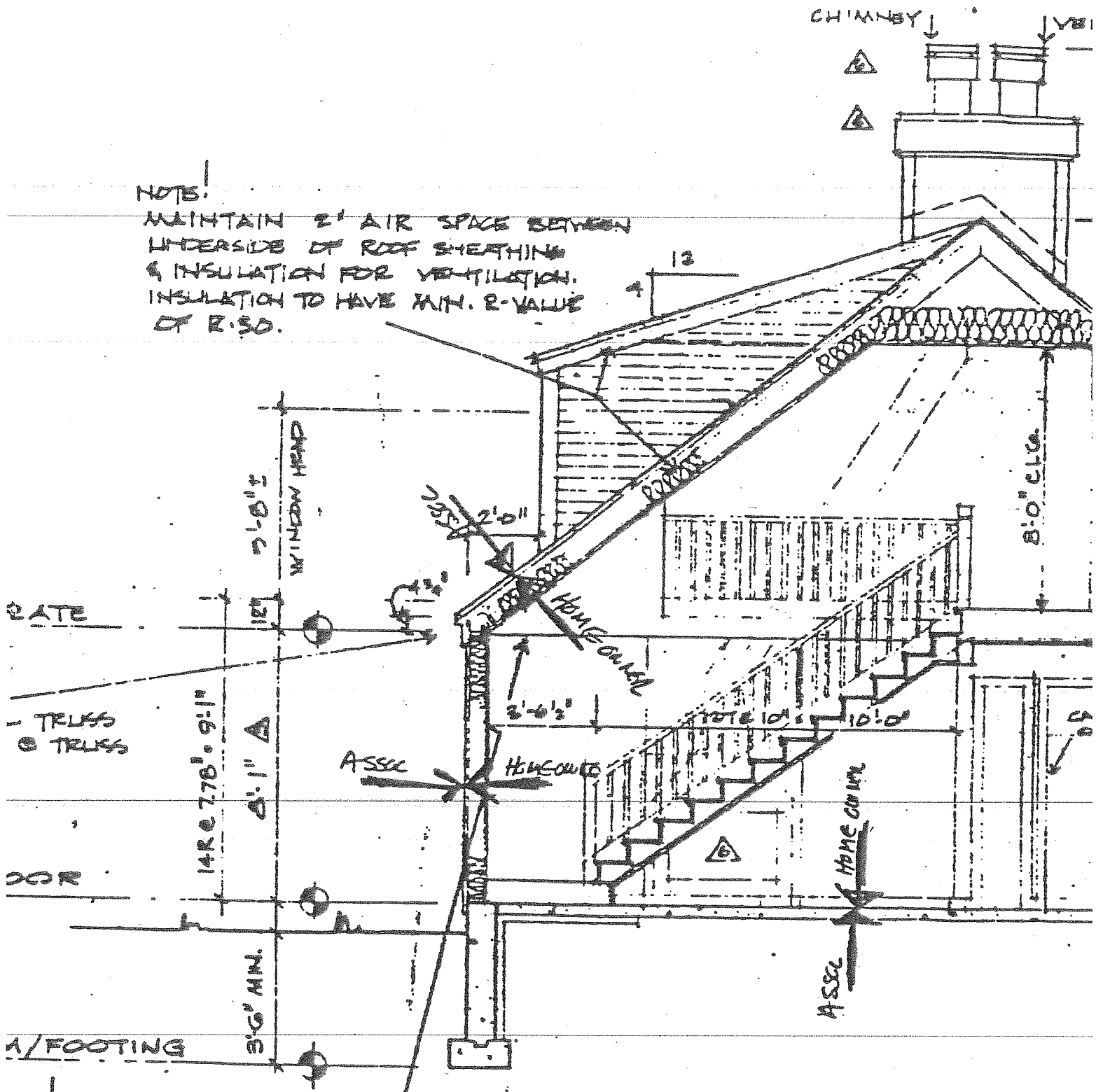
032-005A

032-006A

032-005

FIGURE 1

NOTES!  
 MAINTAIN 2" AIR SPACE BETWEEN  
 UNDERSIDE OF ROOF SHEATHING  
 & INSULATION FOR VENTILATION.  
 INSULATION TO HAVE MIN. R-VALUE  
 OF R-30.



NOTE!  
 TRUSS MANUFACTURER  
 POINT LOADING  
 OF DORMER

SECTION C A  
 1/4" = 1'-0"