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(as amended through 12/6/2011)

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BYLAWS

(As amended through December 6, 2011)

ARTICLE I

Introduction

These are the Bylaws of Edgewood Estates Homeowners' Association, Inc, ("Association")

All present and future owners, mortgagees, lessees, and occupants of the Units and their employees, and any other persons, who use the facilities of the Property in any manner, are subject to these Bylaws, the Declaration and the Rules, except as otherwise provided in the Bylaws and Declaration.

The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a Unit shall constitute an agreement that these Bylaws and the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE II

Executive Board

Section 2.1 - Number and Qualification, Termination of Declarant Control.

(As amended)

1. The affairs of the Common Interest Community and the Association shall be governed by an Executive Board consisting of five (5) persons, all of whom shall be Unit Owners of Edgewood Estates. For the purposes of this provision only, if any Unit is owned by a partnership, corporation, or limited liability company, any officer or partner shall be considered to be a Unit Owner.

The members of the Executive Board shall be elected by the Unit Owners except for those appointed by the Declarant during the period of Declarant control.

At any meeting at which Board members are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these Bylaws or the Corporation Laws of the State of Connecticut.

2. The terms of at least one (1) of the members of the Executive Board shall expire annually, as established in a resolution of the members setting terms.

3. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.
4. At any time after Unit Owners are entitled to elect a member of the Executive Board, the Association shall call and give not less than fifteen (15) nor more than sixty (60) days notice of a meeting of the Unit Owners for this purpose. Such meeting shall be called according to the provisions of Article III, Section 3.5 of the Bylaws, as amended. (Amended April 9, 2007 and 7/20/2010)

Section 2.2 - Powers and Duties. (As amended) The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but not be limited to, the following:

1. Shall adopt and may amend Bylaws and may adopt and amend Rules after being ratified by a two-thirds (2/3) vote of Unit Owners present in person or by proxy at a meeting duly called for such purpose following notice and comments to all Units;
2. Shall adopt and may amend budgets for revenues, expenditures and reserves after an affirmative vote of the majority of the total number of Unit Owners, may collect assessments for Common Expenses from Unit Owners and may invest funds of the Association. Unless otherwise decided by a majority of Unit Owners, at a meeting duly called to ratify an adopted budget, any surplus funds of the Association remaining after payment of Common Expenses and Reserves shall be paid annually to the Unit Owners in proportion to their Common Expense liabilities or credited to them to reduce future Common Expense assessments.

Additionally, if the Executive Board votes to levy a Special Assessment it shall follow these procedures which conform to Declaration Article XIX, Section 19.5):

- a. For an amount greater than three percent (3%) of the current annual operating budget, the Executive Board shall submit the Special Assessment to the Unit Owners.
- b. The Special Assessment shall be adopted after a two-thirds (2/3) approval vote by the Unit Owners present in person or by proxy at any meeting duly called for such purpose following Notice and Comment to all Unit Owners.
- c. Assessments not requiring a meeting and vote by Unit Owners shall be limited (excluding emergencies which might cause further losses) to one (1) assessment per fiscal year. No additional assessments shall be made without approval of Unit Owners in accordance with provisions for approval of Special Assessments. (Amended April 9, 2007)

- d. If the Executive Board determines by a two-thirds (2/3) vote that a Special Assessment is necessary to respond to an emergency:
 - (1). The Special Assessment becomes effective immediately in accordance with the terms of the vote.
 - (2). Notice of the emergency must be provided promptly to all Unit Owners
 - (3). The Executive Board may spend the funds paid on account of the emergency assessment only for the purposes described in the vote.
 - (4). Not later than thirty (30) days after adoption of a proposed Special Assessment, the Executive Board shall provide to all unit Owners a summary of the Assessment.
3. May hire and discharge managing agents and other employees, agents and independent contractors;
4. May institute, defend or intervene in litigation or in arbitration, mediation in its own name (the Association's) on behalf of itself (the Association) or two or more Unit Owners on matters affecting the Common Interest Community. The Association must notify Unit Owners of any legal proceedings to which the Association is a party except for claims involving rules enforcement, the recovery of unpaid assessments and mortgage foreclosures.
5. May make contracts and incur liabilities;
6. May regulate the use, maintenance, repair, replacement, and modification of Common Elements;
7. May cause additional improvements to be made as a part of the Common Elements (after being ratified by a two-thirds (2/3) vote of Unit Owners present in person or by proxy at a meeting duly called for such purpose following Notice to all Unit Owners and comment;
8. May acquire, hold, encumber and convey in its own name (the Association's) any right, title or interest to real property or personal property, Common Elements in a condominium or planned community may be conveyed or subjected to a security interest only pursuant to section 47-254 as amended by this Act, and subject to a two-thirds (2/3) vote of Unit Owners present in person or by proxy at a meeting duly called for such purpose following Notice and Comment to all Units;
9. May grant easements, leases, licenses and concessions through or over the Common Elements;
10. May impose and receive any payments, fees or charges for the use, rental, or operation of the Common Elements, other than Limited Common Elements described in Declaration Article I, Section 1.19, and for services provided to Unit Owners;

11. May impose charges or interest or both for late payments of assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, Rules and regulations of the Association;
12. May impose reasonable charges for preparation and recordation of amendments to Declaration, resale certificates required by section 47-270 as amended by this Act, or statements of unpaid assessments;
13. May provide for the indemnification of its officers and Executive Board and maintain Directors and officers liability insurance;
14. May assign its right to future income, including the right to receive Common Expense Assessments subject to Declaration Article XX, as amended by 47-244;
15. May exercise any other powers conferred by the Declaration or Bylaws;
16. May exercise all other powers that may be exercised in the state by legal entities of the same type of Association;
17. May exercise any other powers necessary and proper for the governance and operation of the Association including reporting the financial condition of the Association at semi-annual meetings of the Unit Owners;
18. By resolution, establish committees, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish Notice of their actions to Unit Owners and the Executive Board. However actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such Notice and such committee action must be ratified, modified or rejected by the Executive Board at a regular meeting;
19. The Executive Board shall insure that the Association funds collected for Common Area Improvement Replacement Reserves, included in Exhibit G (revised May 18, 2001) of the Declaration and including the Reserves for painting the siding of all 62 Units be protected from any other use or purpose without the consent of two-thirds (2/3) of all Unit Owners;
20. May require, by regulation, that disputes between Executive Board and Unit Owners or between two or more Unit Owners regarding the Common Interest Community must be submitted to nonbonding alternative dispute resolution in the manner described in regulation as a prerequisite to commencement of a judicial proceeding; and
21. May suspend any right or privilege of a Unit Owner who fails to pay an

assessment, but may not:

- a. Deny a Unit Owner or other occupant access to the owner's Unit or its Limited Common Elements:
- b. Suspend a Unit Owner's right to vote or participate in meetings of the Association:
- c. Prevent a Unit Owner from seeking election as a director or officer of the Association:
- d. Withhold services provided to a Unit or Unit Owner by the Association if the effect of withholding the service would endanger the health, safety or property of any person. (Amended April 9, 2007 and July 20, 2010 and renumbered for clarity.)

Section 2.3 - Standard of Care. (As amended) In the performance of their duties, the officers and members of the Executive Board are required to exercise ordinary and reasonable care as required of fiduciaries. (Amended July 20, 2010)

Section 2.4 - Additional Limitations. The Executive Board shall be additionally limited pursuant to Article XXV of the Declaration.

Section 2.5 - Manager. The Executive Board may employ for the Common Interest Community, a manager at a compensation established by the Executive Board, to perform such duties and services as the Executive Board shall authorize. The Executive Board may delegate to the manager only the powers granted the Executive Board by these Bylaws under subdivisions (4), (6) and (7) of Section 2.2. Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Executive Board, and to fulfill the requirements of the budget.

Section 2.6 - Removal of Members of the Executive Board: As amended) Notwithstanding any provision of this Declaration or Bylaws to the contrary, the Unit Owners, at any meeting of Unit Owners at which a quorum is present, may remove any member of the Executive Board with or without cause under the following conditions:

1. The number of votes cast in favor of removal exceeds the number of votes cast in opposition to removal. (i.e. a simple majority)
2. The Unit Owners may not consider whether to remove a member of the Executive Board unless that subject was listed in the Notice of the meeting.
3. The member of the Executive Board being considered for removal must have a reasonable opportunity to speak before the vote. (Amended July 20, 2010)

Section 2.7 - Vacancies. (As amended) Vacancies in the Executive Board caused by any reason shall be filled by the remaining Members of the Board at a Special Meeting duly called for that purpose even though Board Members present at said meeting may constitute less than a quorum. Said meeting shall be held within sixty (60) days of the effective date of said vacancy. The newly appointed Member shall serve for the unexpired portion of the term, or, if earlier, until the next regularly scheduled election of the Executive Board. Such person, once elected, shall serve for the remainder of the term of the vacated person. (Amended December 6, 2011)

Section 2.8 - First Meeting of Executive Board. (As amended) The first meeting of the Executive Board following each December meeting of the Unit Owners shall be held within ten (10) days thereafter. No Notice shall be necessary to the newly elected board members in order to constitute such meeting, providing a majority of the members shall be present thereafter. (Amended April 9, 2007)

Section 2.9 – Executive Board Meetings. (As amended) In addition to the first meeting required by Section 2.8 of this Bylaws Article, the Executive Board shall meet at least three (3) additional times during the year (Spring, Summer and Fall). The exact time, date and place of these quarterly meetings shall be set by the Executive Board. Notice of the Executive Board meetings shall be posted at the two (2) mail kiosks fifteen (15) days in advance of the meetings. Additionally, meetings of the Executive Board may be called by the President or a majority of the members of the Executive Board, on at least three (3) business days notice to each member. The Notice shall be delivered in the same manner as required in Declaration Article 24.1.1, as amended, and shall state the time, date, place and the purpose of the meeting. The following requirements apply to meetings of the Executive Board and committees of the Association authorized to act for the Association:

1. Meetings shall be open to Unit Owners and to a representative designated by any Unit Owner except during Executive Sessions. The Executive Board and those committees 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 the Associations’ 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.(Amended July 20, 2010)
2. At each Executive Board meeting, the Executive Board shall provide a reasonable opportunity for Unit Owners to comment regarding any matter affecting the Common Interest Community and the Association.
3. Unless the meeting is included in a schedule given to the Unit Owners or the meeting is called to deal with an emergency, the secretary or other officer specified in the Bylaws shall give Notice of each Executive Board meeting to each Board Member and to the Unit Owners, in accordance with Declaration

Article 24.1.1, as amended. The notice shall be given at least fifteen (15) days before the meeting and shall state the time, date, place, and agenda of the meeting.

4. If any materials are distributed to the Executive Board before the meeting, the Executive Board at the same time shall make copies of those materials reasonably available to Unit Owners, except that the Board need not make available copies of or materials that are to be considered in Executive Session
5. Unless prohibited by the Declaration or Bylaws, the Executive Board may meet by telephonic, video or other conferencing process if
 - a. the meeting Notice states the conferencing process to be used and provides information explaining how unit owners may participate in the conference directly or by meeting at a central location or conference connection; and
 - b. the process provides all Unit Owners the opportunity to hear or perceive the discussion and offer comments as provided in subdivision (4) of this subsection.

(Amended July 20, 2010)

Section 2.10 – Location of Meetings. All meetings of the Executive Board shall be held within Farmington unless all members thereof consent in writing to another location.

Section 2.11 – Waiver of Notice. (As amended) Any member of the Executive Board may waive Notice of any meeting in writing. Attendance by an Executive Board member at any meeting of the Executive Board shall constitute a waiver of notice. If all members are present at any meeting, no Notice shall be required and any business may be transacted at such meeting. (Amended July 20, 2010 to clarify)

Section 2.12 – Quorum of Board Members. (As amended) At all meetings of the Executive Board, a majority of the members shall constitute a quorum for the transaction of business. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Board members present is the act of the Executive Board. If, at any meeting, there shall be less than a quorum present, 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. (Amended April 9, 2007 and July 20, 2010)

Section 2.13 – Fidelity Bonds. To the extent reasonably available, The Executive Board shall obtain adequate fidelity bonds for all officers, employees and agents of the Association handling or responsible for Association funds. The premium on the bonds shall be a Common Expense.

Section 2.14 – Compensation. No member of the Executive Board shall receive compensation from the Association for acting as such, although members of the Executive board acting as officers or employees may be compensated for such duties.

Section 2.15 – Consent to Corporate Action. (As amended) Instead of meeting, the Executive Board or committee may act only by unanimous written consent as documented in a record authenticated by all its members. The secretary promptly shall give Notice to all Unit Owners of any action taken by such unanimous consent, and shall promptly file such consent with the minutes of the meeting of the Executive Board.

Even if an action by the Executive Board is not in compliance with this section, it is valid unless set aside by a court. A challenge to the validity of an action of the Executive Board for failure to comply with this section may not be brought more than sixty days (60) after the minutes of the Executive Board of the meeting at which the action was taken are approved or the record of that action is distributed to Unit Owner, whichever is later. (Amended July 20, 2010)

Section 2.16, Conduct of Executive Board Meetings. (Added July 20, 2010)

Meetings of the Executive Board shall be conducted in accordance with the most recent edition of Roberts' Rules of Order Newly Revised unless:

1. the Declaration, Bylaws or other law otherwise provides;
2. or two-thirds (2/3) of the votes allocated to owners present at the meeting are cast to suspend those rules.

Section 2.17 – Influencing Executive Board Elections: (Added December 6, 2011)

1. No person shall provide or offer to any Executive Board member or a person seeking election as an Executive Board member, and no Executive Board member or person seeking election as an Executive Board member shall accept, any item of value based on any understanding that the vote, official action or judgment of such member or person seeking election would be or has been influenced thereby.
2. No managing agent of an Association or person providing Association management services to such Association shall campaign for any person seeking election as an Executive Board member.

ARTICLE III

Unit Owners

Section 3.1 – Unit Owner Meeting. (As amended) Unit Owner meetings shall be held twice yearly on the first (1st) Tuesday of December and the third (3rd) Tuesday of July. At the December meeting, the Executive Board shall be elected by ballot of the Unit Owners, in accordance with the provisions of Article II. At the July meeting the Executive Board will provide the certified audit report for the previous year and current financial statements. The Unit

Owners shall transact such other business at such meetings as may properly come before them. (Amended 4/9/2007)

Section 3.2 – Budget Meeting. (As amended) Meetings of Unit Owners to consider the proposed budget shall be called in accordance with article XIX of the Declaration. The budget may be considered at the December Unit Owner meeting_or Special Meetings called for other purposes as well. (Amended 4/9/2007)

Section 3.3 – Place of Meeting. Meetings of the Unit Owners shall be held at such suitable place convenient to the Unit Owners as may be designated by the Executive Board or the President.

Section 3.4 – Special Meetings. (As amended) Special Meetings of the Association may be called by the President, a majority of the Executive Board or by Unit Owners having twenty percent (20%) of the votes in the Association. Any Special Meeting legally called by the Unit Owners shall be scheduled within fifteen (15) days of receipt of the petition, and the Notice shall meet all requirements of Article III, Section 3.5 Notice of Meetings.

If the Association does not notify Unit Owners of a Special Meeting within fifteen (15) days after the requisite number or percentage of Unit Owners request the secretary to do so, the requesting members may directly notify all the Unit Owners of the meeting.

Only the matters described in the meeting notice required by Subsection 3.5 of this Article may be considered at a special meeting. (Amended April 9, 2007 and July 20, 2010)

Section 3.5 – Notice of Meetings. (As amended) Except for budget meetings which shall be noticed in accordance with Section 19.4 of the Declaration, the secretary or other officer specified in the Bylaws shall notify Unit Owners of the time, date and place of each annual and special Unit Owners meeting not less than fifteen (15) days or more than sixty (60) days before the meeting date. Notice may be by any means described in Section 24.1 of the Declaration. The Notice of any meeting shall state the time, date and place of the meeting and the items on the agenda including:

1. A statement of the general nature of any proposed amendment to the Declaration or Bylaws,
2. Any budget changes, and
3. Any proposal to remove an officer or member of the Executive Board.

Unit Owners shall be given a reasonable opportunity at any meeting to comment regarding any matter affecting the Common Interest Community or the Association.

A Unit Owner may submit “new business” items for the agenda of any meeting in writing to the Executive Board within five (5) days of the date the first Notice of a meeting, other than a budget meeting, was mailed. A revised “Notice of Meeting” will be sent out no less than five (5) days before the meeting to inform all Unit Owners of any additional new action items. The Unit Owner submitting an item(s) must attend the meeting to motion the item for comments and

discussion and, where required, motion for vote on any new action. No action shall be adopted at a meeting except as stated in the Notice. (Amended July 20, 2010)

Section 3.6 – Adjournment of Meeting. At any meeting of Unit Owners, a majority of Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 3.7 – Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

1. Roll call or check-in procedure.
2. Proof of notice of meeting.
3. Reading of minutes of preceding meeting.
4. Reports.
5. Establish number and term of memberships of the Executive Board (if required and noticed).
6. Election of inspectors of election (when required).
7. Election of members of the Executive Board (when required).
8. Ratification of Budget (if required).
9. Unfinished business.
10. New business.

Section 3.8 – Voting. (As amended)

1. If only one of several owners of a Unit is present at a meeting of the Association, that owner is entitled to cast the vote allocated to that Unit. If more than one (1) owner is present, the vote allocated to that Unit may be cast only in accordance with the agreement of the majority in interest of the owners of such Unit. There is a majority agreement if any one (1) of the owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.
2. The vote allocated to a Unit may be cast pursuant to a directed or undirected proxy duly executed by a Unit Owner and no person may cast votes representing more than fifteen percent (15%) of the votes in the Association pursuant to undirected proxies. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of the vote by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after the date unless it specifies a shorter term. (Amended July 20, 2010)
3. The vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the Executive Board or Bylaws of the owning corporation or

business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust is qualified so to vote.

4. No votes allocated to a Unit owned by the Association may be cast.

Section 3.9 – Quorum. (As amended) Except as otherwise provided in these Bylaws, a quorum is present throughout any meeting of the Association if Unit Owners entitled to cast twenty percent (20%) of the votes are present in person or by proxy at the beginning of the meeting. (Amended March 25, 2004)

Section 3.10 – Majority Vote. The vote of the majority of the Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Declaration or these Bylaws or by law, a higher percentage vote is required.

Section 3.11 - Conduct of Unit Owner Meetings. (Added) Meetings of the Association shall be conducted in accordance with the most recent edition of Roberts' Rules of Order Newly Revised unless:

1. the Declaration, Bylaws or other law otherwise provides;
2. or two-thirds (2/3) of the votes allocated to owners present at the meeting are cast to suspend those rules. (Added July 20, 2010)

ARTICLE IV

Officers

Section 4.1 – Designation. The principal officers of the Association shall be the president, vice president, the secretary and the treasurer, all of whom shall be elected by the Executive Board. Any two offices may be held by the same person, except the offices of president and vice president, and the offices of president and secretary. The office of vice president may be vacant.

Section 4.2 – Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organizational meeting of each new Executive Board and shall hold office at the pleasure of the Executive Board.

Section 4.3 – Removal of Officers. Upon the affirmative vote of a majority of the members of the Executive Board, any officer may be removed either with or without cause, and his successor may be elected at any regular meeting of the Executive Board, or at any special meeting of the Executive Board called for that purpose.

Section 4.4 – President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Unit Owners and of the Executive Board. He or she shall have all of the general powers and duties which are incident to the office of president of a non-stock corporation organized under the laws of the State of Connecticut, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he or she may decide is appropriate to assist in the conduct of the affairs of the Association

He or she may fulfill the role of treasurer in the absence of the treasurer. The president may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.5 – Vice President. The vice president shall take the place of the president and perform his or her duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Executive Board shall appoint some other member of the Executive Board to act in place of the president, on an interim basis. The vice president shall perform such other duties as may be imposed upon him or her by the Executive Board or by the president.

Section 4.6 – Secretary. The secretary shall keep the minutes of all the meetings of the Unit Owners and the Executive Board, shall have charge of such books and papers as the Executive Board may direct, and shall, in general, perform all the duties incident to the office of secretary of a non-stock corporation organized under the laws of the State of Connecticut. The secretary may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendments as applicable.

Section 4.7 – Treasurer. The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all moneys and other valuable effects in such depositories as may from time to time be designated by the Executive Board, and shall, in general, perform all the duties incident to the office of treasurer of a non-stock corporation organized under the laws of the State of Connecticut. He or she may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all moneys in the name of and to the credit of the Association in such banks as the Executive Board may designate. He or she may have custody of and shall have the power to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association, or by a fiduciary for others.

Section 4.8 – Agreements, Contracts, Deeds, Checks, etc. Except as provided in Sections 4.4, 4.6, 4.7 and 4.10 of these Bylaws and Section 27.6 of the Declaration, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be

executed by any officer of the Association or by such other person or persons as may be designated by the Executive Board.

Section 4.9 – Compensation. The Executive Board may provide for compensation, if any, of the officers of the Association.

Section 4.10 – Resale Certificates and Statements of Unpaid Assessments. The treasurer, assistant treasurer, or a manager employed by the Association, or, in the absence, any other officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with Section 47-270 of the Act and statements of unpaid assessments in accordance with Section 47-258 (h) of the Act.

The Association may charge a reasonable fee for preparing resale certificates and statements of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Executive Board (Section 47-270 of the Act). The Association may refuse to furnish resale certificates and statements of unpaid assessments until the fee is paid. Any unpaid fees may be assessed as a Common Expense against the Unit for which the certificate is furnished.

ARTICLE V

Operation of the Property

Section 5.1 - Abatement and Enjoinment of Violations by Unit Owners. The violation of any of the Rules adopted by the Executive Board or the breach of any provision of the Instruments, shall give the Executive Board the right, subject to Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

1. To enter the Unit which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition except for additions or alterations of a permanent nature that may exist therein contrary to the intent and meaning of the Instruments and the Executive Board shall not thereby be deemed liable for any manner of trespass; or
2. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 5.2 - Fine for Violation. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to twenty-five dollars (\$25.00) per day for each day that a violation of the Instruments or Rules persist after such Notice and Hearing.

ARTICLE VI

Indemnification

The members of the Executive Board and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Sections 33-455 and 33-545 of the Connecticut General Statutes, the provisions of which are hereby incorporated by reference and made part thereof.

ARTICLE VII

Records

Section 7.1 - Records and Audits. (As amended) The Association shall maintain accounting records, which shall include:

1. A detailed record of all receipts and expenditures and other appropriate accounting records.
2. All financial statements and tax returns for the past three (3) years.
3. Copies of current contracts to which the Association is a party.
4. Financial and other records sufficiently detailed to enable the Association to comply with Public Act 09-225, Section 47-270 (as amended) as further detailed in Article VII, Section. 7.3 of the Bylaws.

The financial records shall be maintained and audited in accordance with Article XVIII of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the instruments. (Amended July 20, 2010)

Section 7.2 – Examination. (As amended) All records, with the exception of certain confidential records, maintained by the Association or by the manager shall be available for examination and copying, upon five (5) days written notice in a record reasonably identifying the specific records of the Association requested, by any Unit Owner, by any mortgagee of a Unit, or by any of their duly authorized agents or attorneys, at the reasonable expense of the person examining the records, during normal business hours or at a mutually convenient time and location. A right to copy records includes the right to receive copies by photocopying or other means, including electronic transmission if available upon request by the Unit Owner. The Association is not obligated to compile or synthesize requested information. Information provided to the Unit Owner or his agents cannot be used for commercial purposes. (Amended July 20, 2010)

Section 7.3 – Statutory Records. (As amended) The Association shall keep financial and other records sufficiently detailed to enable the Association to comply with Section 47-270 of Public Act 09-225 as follows:

1. Minutes of all meetings of its Unit Owners and Executive Board
2. Records of all actions taken by the Unit Owners or Executive Board without a meeting

3. Minutes and records of all actions taken by a committee in place of the Executive Board on behalf of the Association.
4. Alphabetical list of names and addresses, including electronic addresses, of all Unit Owners
5. Association's organizational documents, original or amended, and Bylaws and Rules, as amended.
6. Names and addresses of current Executive Board members and officers.
7. Association's most recent annual report to the Secretary of the State.
8. Record of Executive Board, or committee, actions to approve or deny design or architectural requests from Unit Owners.
9. Ballots, proxies and other records related to Unit Owner votes for one year after the election, action or vote to which they relate.

The Association may withhold from inspection and copying Association records as follows:

1. Personnel, salary and medical records of individuals unless they waive that right.
 2. Information which, if disclosed, would violate any law other than this Act.
 3. Contracts, leases and other commercial transaction currently being negotiated.
 4. Existing, or potential, litigation or mediation, arbitration or administrative proceedings.
 5. Existing, or potential, matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Declaration, Bylaws or Rules
 6. Communication with the Association's attorneys which are otherwise protected by the attorney-client privilege or the attorney work-product doctrine.
 7. Records of Executive Sessions of the Executive Board
 8. Individual Unit Owner files other than those of the requesting Unit Owner.
- (Amended July 20, 2010)

Section 7.4 - Form Resale Certificate. (As amended) The Executive Board shall adopt a form resale certificate and schedule of fees for preparation and copying to satisfy the requirement of Section 47-270 of the Act. (Amended July 20, 2010)

ARTICLE VIII

Amendment to Bylaws

Section 8.1 – Method. (As amended) The Bylaws may be amended only by a two-thirds (2/3) vote of the Unit Owners present in person or by proxy at any meeting duly called for such purposes following Notice and Comment to all Unit Owners.
(Amended March 25, 2004))

ARTICLE IX

Miscellaneous

Section 9.1 – Notices All Notices to the Association or to the Executive Board shall be delivered to the office of the manager, or if there is no manager, to the office of the Association, or to such other address as the Executive Board may hereafter designate from time to time, by Notice in writing to all Unit Owners and to all mortgagees of Units. Except as otherwise provided, all Notices to any Unit Owner shall be sent to his or her address as it appears in the records of the Association. All Notices to mortgagees of Units shall be sent, except where a different manner of notice is specified elsewhere in the Instruments, by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Association. All Notices shall be deemed to have been given when mailed, except Notices of change of address which shall be deemed to have been given when received.

Section 9.2 Fiscal Year. The Executive Board shall establish the fiscal year for the Association.

Section 9.3 – Waivers. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 9.4 – Office. The principal office of the Association shall be on the property or at such other place as the Executive Board may from time to time designate.

Section 9.5 – Resolution of Disputes. (Added December 6, 2011)

1. A Declarant, Association, Unit Owner or any other person subject to this chapter may bring an action to enforce a right granted or obligation imposed by this chapter, the Declaration or the Bylaws. The court may award reasonable attorney's fees.
2. Parties to a dispute arising under this chapter, the Declaration or the Bylaws may agree to resolve the dispute by any form of binding or nonbinding alternative dispute resolution, provided:
 - a. a Declarant may agree with the Association to do so only after the period of Declarant control has expired; and
 - b. an agreement to submit to any form of binding alternative dispute resolution must be in a record authenticated by the parties.
3. Except as otherwise provided under subsection (2) of this subsection, before an Association brings an action or institutes a proceeding against a Unit Owner other than the Declarant, the Association shall do the following:
 - a. Schedule a hearing to be held during a regular or special meeting of the Executive Board and shall send a written Notice by certified mail, return receipt requested, and by regular mail, to the Unit Owner at least ten (10) business days prior to the date of the hearing. Such Notice shall include a

- statement of the nature of the claim against the Unit Owner and the date, time and place of the hearing.
- b. The Unit Owner shall have the right to give testimony orally or in writing at the Hearing, either personally or through a representative, and the Executive Board shall consider such testimony in making a decision whether to bring an action or institute a proceeding against such Unit Owner.
 - c. The Executive Board shall make such decision and the Association shall send such decision in writing by certified mail, return receipt requested, and by regular mail, to the Unit Owner, not later than thirty (30) days after the hearing.
4. The provisions of subdivision (1) of this subsection shall not apply to an action brought by an Association against a Unit Owner (A) to prevent immediate and irreparable harm, or (B) to foreclose a lien for an assessment attributable to a Unit or fines imposed against a Unit Owner pursuant to section 47-258.
5. Any Unit Owner other than a Declarant, seeking to enforce a right granted or obligation imposed by this chapter, the Declaration or the Bylaws against the Association or another Unit Owner other than a Declarant, may do the following:
- a. Submit a written request to the Association for a hearing before the Executive Board. Such request shall include a statement of the nature of the claim against the Association or other Unit Owner.
 - b. Not later than thirty (30) days after the Association receives such request, the Association shall schedule a hearing to be held during a regular or special meeting of the Executive Board and shall send written Notice by certified mail, return receipt requested, and by regular mail, the Unit Owner at least ten (10) business days prior to the date of such hearing. Such Notice shall include the date, time and place of the hearing. Such hearing shall be held not later than forty-five (45) days after the Association receives such request.
 - c. The Executive Board shall make a decision on the Unit Owner's claim and the Association shall send such decision in writing by certified mail, return receipt requested, and by regular mail, to the Unit Owner, not later than thirty (30) days after the hearing.
 - d. The failure of the Association to comply with the provisions of this subsection shall not affect a Unit Owner's right to bring an action pursuant to subsection (a) of this section.

ARTICLE X

Use of Herbicides and Pesticides

Section 10.1 – Restriction as to Use. The Association shall strictly limit the use of herbicides and pesticides within two hundred (200) feet of Dunning Pond and shall provide any lawn care and maintenance contractor engaged by the Association with instructions as to these restrictions in order to ensure compliance herewith. In addition to other limitations which may be developed as a result of the policies established pursuant to Section 10.2 below, the application of herbicides and pesticides within two hundred (200) feet of said Dunning Pond shall be allowed only where said application is deemed reasonably necessary in order to remedy a specific condition existing within said area (i.e. disease, infestation, etc.), rather than as part of the general lawn care maintenance program employed in other areas of the Common Interest Community.

Section 10.2 – Policies. In the development of policies for the implementation of the restrictions described in Section 10.1 above, the Association shall make reasonable efforts to consult with the abutting land owner, Winding Trails, Inc. and its lake management consultant in an effort to establish policies and guidelines which are consistent with those adopted by other landowners abutting said Dunning Pond.

ARTICLE XI

Site Maintenance Plans.

Section 11.1 - Development of Plan: The Association shall, in consultation with the Planning and Zoning Commission of the Town of Farmington or other appropriate agency of said Town of Farmington, develop a maintenance plan or program with respect to the following site improvements or systems within the Common Interest Community:

1. Maintenance program for evergreen plantings situated behind Units 1 through 6 and 23 through 34 as described on the Site Plan.
2. A maintenance plan for on-site drainage systems.
3. Maintenance plan for all oil hoods installed in all catch basins.

Section 11.2 – Incorporation into Bylaws. All maintenance plans or programs referred to in Section 11.1 above shall be submitted to the Planning and Zoning Commission of the Town of Farmington and any other appropriate Town agency for approval. Said approved plans, as may be amended from time to time, shall be incorporated into these Bylaws.

Certified to be the Bylaws adopted by consent of the incorporators of Edgewood Estates Homeowners' Association, Inc. dated _____, 2000.

Incorporator

Incorporator

Incorporator

