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**AMENDED AND RESTATED DECLARATION**  
**OF**  
**THE FAIRWAYS AT TORRINGTON ASSOCIATION, INC.**

This AMENDED DECLARATION was duly adopted by The Fairways at Torrington Association Inc., on the       day of       , 2013.

The Fairways at Torrington Condominium was established pursuant to Declaration recorded in Volume 381 Page 4 of the Torrington Land Records.

There have been Amendments to the Declaration as follows:

Amendment recorded in Volume 402, Page 21 of the Torrington Land Records;  
Amendment recorded in Volume 416, Page 1000 of the Torrington Land Records;  
Amendment recorded in Volume 416, Page 1048 of the Torrington Land Records;  
Amendment recorded in Volume 418, Page 310 of the Torrington Land Records;  
Amendment recorded in Volume 424, Page 719 of the Torrington Land Records;  
Amendment recorded in Volume 424, Page 739 of the Torrington Land Records;  
Amendment recorded in Volume 425, Page 712 of the Torrington Land Records;  
Amendment recorded in Volume 433, Page 592 of the Torrington Land Records;  
Amendment recorded in Volume 434, Page 6 of the Torrington Land Records;  
Amendment recorded in Volume 435, Page 1108 of the Torrington Land Records;  
Amendment recorded in Volume 443, Page 367 of the Torrington Land Records;  
Amendment recorded in Volume 444, Page 43 of the Torrington Land Records;  
Amendment recorded in Volume 444, Page 962 of the Torrington Land Records;  
Amendment recorded in Volume 474, Page 410 of the Torrington Land Records;  
Amendment recorded in Volume 477, Page 106 of the Torrington Land Records;  
Amendment recorded in Volume 579, Page 312 of the Torrington Land Records;  
Amendment recorded in Volume 800, Page 91 of the Torrington Land Records;

The Declaration and all amendments of Record are incorporated by reference into this Amended Declaration.

The Fairways at Torrington Condominium shall be governed by the provisions of this Amended and Restated Declaration, Amended ByLaws and as said Documents may be further amended at future dates.

**ARTICLE 1**

## Definitions

In the Documents, the following words and phrases shall have the following meanings:

Section 1.1 – Act. The Common Interest Ownership Act, Chapter 828, of the Connecticut General Statutes, as amended.

Section 1.2 – Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability and the Votes in the Association, allocated to the Units in the Common Interest Community. The Allocated Interests are not changed by this Amended Declaration and Schedule A-2 is attached and a part of this Amended Declaration.

Section 1.3 – Assessment. The sums attributable to a unit and due to the Association pursuant to C.G.S. Section 47-257 of the Act, as amended.

Section 1.4 – Association. The Fairways at Torrington Association Inc., a nonstock corporation organized under the laws of the State of Connecticut. It is the Association of Unit Owners pursuant to the Act, as amended.

Section 1.5 – ByLaws. “ByLaws” means the Documents, however denominated, that contain the procedures for conduct of the affairs of the Association regardless of the form in which the Association is organized, including any amendments to the Documents.

Section 1.6 – Common Elements. All portions of the Common Interest Community other than the Units.

Section 1.7 – Common Expenses. Common Expenses shall mean and include (without limitation) the following:

- (a) Expenses of administration, maintenance, repair or replacement of Common Elements;
- (b) Expenses declared to be Common Expenses by the Documents or by the Act, as amended;
- (c) Expenses declared to be Common Expenses by the Association; and
- (d) Reasonable reserves, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 1.8 – Common Interest Community. The Fairways at Torrington Condominium.

Section 1.9 – Damaged or Destroyed. A portion of the Common Interest Community is Damaged or Destroyed (suffers Damage or Destruction) if it suffers physical damage of a type and caused by an occurrence of a type covered by the casualty insurance required by Section 47-255 of the Act, as amended, or by this Declaration, or for which insurance carried by the Association is in effect.

Section 1.10 – Declaration. The Amended and Restated Declaration.

Section 1.11 – Director. A member of the Executive Board.

Section 1.12 – Documents. The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, as amended, the ByLaws and the Rules as they may be amended from time to time. Any exhibit, schedule or certificate accompanying a Document is part of that Document.

Section 1.13 – Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article 18.

Section 1.14 – Eligible Mortgagee. The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article 18.

Section 1.15 – Executive Board. The body, regardless of name, designated in the Declaration and By-Laws to act on behalf of the Association. "Executive Board" is sometimes called "Board of Directors" or "Board".

Section 1.16 – Floor Plans. The floor plans filed with the initial Declaration, as amended.

Section 1.17 – Improvements. Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to buildings, paving, utility wires, pipes and light poles.

Section 1.18 – Limited Common Elements. A portion of the Common Elements allocated by this Declaration or by the operation of the Act, as amended, for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in this Common Interest Community are described in Article 5 of this Declaration.

Section 1.19 – Majority of Unit Owners. The owners of more than 50% of the Votes in the Association. Any specified percentage, portion or fraction of Unit Owners,

unless otherwise stated in the Documents, means such percentage, portion or fraction in the aggregate of the Votes.

Section 1.20 – Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.21 – Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to comment thereon. These provisions are set forth in Section 24.1 of this Declaration.

Section 1.22 – Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association and their right to be heard thereon. These provisions are set forth in Section 24.2 of this Declaration.

Section 1.23 – Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency or other legal or commercial entity.

Section 1.24 – Plans. The plans filed with the initial Declaration, as amended, in the Torrington Land Records, incorporated herein by reference.

Section 1.25 – Property. The land, all improvements, and all easements, rights and appurtenances belonging thereto, which have been submitted to the provisions of the Act, as amended, by the initial Declaration and prior amendments.

Section 1.26 – Record. “Record”, used as a noun, means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

Section 1.27 – Rule. “Rule” means a policy, guideline, restriction, procedure or regulation of the Association, however denominated, which is adopted by the Association, which is not set forth in the Declaration or ByLaws and which governs the conduct of persons or the use or appearance of property.

Section 1.28 – Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment for performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.29 – Survey. The survey filed with the initial Declaration as Schedules and as filed with Amendments to the Declaration. The survey filed on the Torrington Land Records is incorporated by reference herein.

Section 1.30 – Trustee. The person which may be designated by the Board of Directors as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the ByLaws. If no Trustee has been designated, the Board of Directors acting by majority vote, as executed by the President and attested by the Secretary shall serve as the Trustee.

Section 1.31 – Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.3 of this Declaration. Units are designated on the Plans, the Survey, or in Schedule A-2 as a “Residential Unit”. A Unit is designed primarily for use as a private residence. The use of Units is limited and regulated by the provisions of Article 10 and other provisions of this Declaration.

Section 1.32 – Unit Owner. The person or persons owning a Unit in fee simple absolute and an undivided interest in fee simple of Common Areas in the percentage specified and established in this Declaration.

Section 1.33 – Unit, Residential with Garage. One of the one hundred sixty two (162) separate Units with a garage.

Section 1.34 – Votes. The votes allocated to each Unit as shown on Schedule A-2 of this Declaration.

## **ARTICLE 2**

### **Name and Type of Common Interest, Community and Association**

Section 2.1 – Common Interest Community. The name of the Common Interest Community is The Fairways at Torrington Condominium. The Common Interest Community is a Condominium.

Section 2.2 – Association. The name of the Association is The Fairways at Torrington Association Inc. It is a nonstock corporation organized under the laws of the State of Connecticut.

## **ARTICLE 3**

### **Description of Land**

The Common Interest Community and all additional land is situated in the Town of Torrington, Connecticut. A legal description of the Common Interest Community is attached to this Declaration as Schedule A-1.

## **ARTICLE 4**

### **Number of Units; Boundaries**

Section 4.1 – Number of Units. The Common Interest Community contains one hundred sixty two (162) Residential Units.

Section 4.2 – Identification of Units. All Units are identified by number and are shown on the survey or plans or both on file in the Torrington Land Records and identified in Schedule A-2 attached hereto.

Section 4.3 – Boundaries. The boundaries of each Unit are the planes or surfaces located as shown on the Survey and Plans and are more particularly described in the balance of this Subsection. The outside-facing surfaces of elements or materials included within the Unit and the inside-facing surfaces of elements or materials excluded from the Unit define the boundaries of the Unit. An outside-facing surface is one which faces away from the interior of the Unit and towards a Common Element, another Unit or the outside of the Common Interest Community. An inside-facing surface is one which faces away from a Common Element, another Unit or the outside of the Common Interest Community and towards the interior of the Unit. Where elements or materials are not contiguous, planes extended from the applicable surfaces of such elements or materials are the boundaries of the Unit.

(a) Ceiling.

- (i) The ceilings are the upper boundary of each Unit.
- (ii) When a ceiling is shown as a boundary on the Survey or Plans, the outside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials are included within the Unit:
  - (A) Lath;
  - (B) Furring;
  - (C) Wallboard;
  - (D) Plasterboard;
  - (E) Plaster, joint compound, and joint tape;
  - (F) Paneling;
  - (G) Tiles;
  - (H) Wallpaper;
  - (I) Closed dampers of fireplaces;
  - (J) Finish trim, paint, and any other materials constituting any part of the finished surfaces of the ceilings;

- (K) Ceiling hatchway doors, and their jambs, frames, hardware, and trim;
  - (L) Ventilation grilles and trim; and
  - (M) Ceiling lights outlets, switches and fixtures, including enclosures and trim.
- (iii) When a ceiling is shown as a boundary on the survey or plans, the inside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials are excluded from the Unit:
- (A) Covered Structural elements, including studs, rafters, beams, and hardware;
  - (B) Visible Structural elements, beneath their finishes; and
  - (C) Skylights, frames, trim and hardware.
- (b) Floor. The floors are the lower boundary of each Unit.
- (i) When a floor is shown as a boundary on the Survey or Plans, the outside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials are included within the Unit:
- (A) Tiles;
  - (B) Floorboards;
  - (C) Resilient finished floor covering, including, linoleum, asbestos, vinyl, and rolled plastic flooring material;
  - (D) Finished flooring, finish trim, and any other materials constituting any part of the finished surfaces of the floor;
  - (E) Finish trim, paint, and any other materials constituting any part of the finished surfaces of the floors;
  - (F) Ventilation grilles and trim;
  - (G) Switches, lights, outlets and fixtures, including enclosures and trim;
  - (H) Wall-to-wall installed carpet;
  - (I) Plumbing fixtures, including faucets, sinks, bathtubs, shower enclosures, and toilets; and
  - (J) Cabinets and enclosures.
- (ii) When a floor is shown as a boundary on the Survey or Plans, the inside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials are excluded from the Unit:
- (A) Covered Structural elements, including rafters, joists, beams, and hardware;

- (B) Visible Structural elements, beneath their finishes;
- (C) Sub-flooring;
- (D) Fireplace surfaces and hearths; and
- (E) Poured concrete and Gypcrete floors.

(c) Walls. The walls are the vertical boundaries of each Unit.

(i) When a wall is shown as a boundary on the Survey or Plans, the outside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials are included within the Unit:

- (A) Lath;
- (B) Furring;
- (C) Wallboard;
- (D) Plasterboard;
- (E) Plaster, joint compound, and joint tape;
- (F) Paneling;
- (G) Tiles;
- (H) Wallpaper;
- (I) Finish trim, paint, and any other materials constituting any part of the finished surfaces of the walls, with the exception that interior, and non-bearing partition walls are a part of the Unit;
- (J) Ventilation grilles and trim;
- (K) Wall lights, outlets, switches and fixtures, including enclosures and trim;
- (L) Plumbing fixtures, including faucets, sinks, bathtubs, shower enclosures, and toilets; and
- (M) Cabinets and enclosures.

(ii) When a wall is shown as a boundary on the Survey or Plans, the inside-facing surfaces of the following elements and materials define the Unit boundary, and the following elements and materials are excluded from the Unit:

- (A) The unfinished surfaces of windows, sills, frames, trim, and hardware;
- (B) The unfinished surfaces of exterior doors, jambs, sills, frames, trim, and hardware;
- (C) Visible Structural elements, beneath their finishes; and
- (D) Covered Structural elements, including studs, rafters, beams, poured concrete or masonry, and hardware;

(d) Additional Inclusions. Each Unit will include the following, the surfaces of which constitute the boundaries of the Unit, whether or not such spaces are contiguous:



- (i) The spaces and Improvements lying within the boundaries described in Paragraphs 4.3(a)(i), (ii), and (iii) and 4.3(b)(i) and above;
  - (ii) The spaces and the Improvements within such spaces containing electrical switches and outlets, circuit breakers, wiring, pipes, valves, ducts, conduits, smoke, fire, burglar and other alarm systems, sprinklers, meters, meter boxes and telecommunication systems serving such Unit exclusively, but located outside of the boundaries described in Paragraphs 4.3(a)(i), (ii) and 4.3(b)(i) and (ii) above.
  - (iii) Decorative elements affixed to and penetrating the walls, ceilings or floors; and
  - (iv) Any space heating, water heating, or air conditioning machinery or equipment, serving such Unit exclusively, together with any pipes, wires, ducts, serving such machinery or equipment.
- (e) Additional Exclusions. Except when specifically included by other provisions of Section 4.3, the following are excluded from each Unit and are part of the Common Elements:
- (i) The spaces and Improvements lying outside of the boundaries described in Paragraphs 4.3(a)(i), (ii), and (iii) and 4.3(b)(i) and (ii), above; and
  - (ii) All chutes, pipes, flues, ducts, wires, conduits, and other facilities running through or within any interior wall or partition of the Unit for the purpose of furnishing utility and similar services to one or more other Units or to Common Elements.
- (f) Easements for Structures Serving Other Units or Common Elements and Access. Units are subject to easements for Common Elements that are located inside the surfaces defining the ceiling, floor, and wall boundaries, such as common pipes, ducts, chases, and utility lines. The boundaries of these easements are the interior, unfinished surface of ceilings and enclosures of such elements, or the surfaces of such elements if not so enclosed, and the plane of the studs and framing, or if there is none, the surface of the wallboard away from the Unit of demising partition walls separating living area of such Unit from the enclosure for those elements, or the surface of the element if not enclosed. The Unit Owner and the Association have an easement for access for repair and maintenance over and through the adjoining Common Elements and Units, and an easement for pipes, ducts, utility ways and chases, access stairs, and fences

passing through the other Units or Common Elements and serving the dominant Unit or Common Elements exclusively. Such physical structures, including party walls serving two Units or both a Unit and a Common Element, will be shared through a mutual nonexclusive easement of enjoyment for all purposes for which the Improvements and their replacements were intended. Reasonable access for repairs and Improvements to physical Improvements in Common Elements serving a Unit adjoining a Common Element or another Unit may be made by the Unit Owner of the dominant Unit or Limited Common Elements at reasonable times upon notice to any affected Unit Owner. Access for emergency repairs may be made through the Association at any time.

- (g) Monuments as Boundaries. Physical Improvements described as defining the boundaries will be monuments of title as described in Section 47-233 of the Act, regardless of the location of the boundary as shown on the Survey or Plans.
- (h) Guide to Interpretation. In applying or interpreting the Unit boundary definitions set out in this Section 4.3, the following principles should be used where the boundary definitions do not provide a clear answer:
  - (i) Elements and materials that are visible from the outside of a Unit are part of the Common Elements.
  - (ii) Elements and materials that support the building in which a Unit is located or that keep that building weather-tight are part of the Common Elements.
  - (iii) Elements and materials that are visible from the interior of the Unit and that may be subject to change or redecoration without fundamental change to the Structure of the building in which a Unit is located are part of the Unit.
  - (iv) The hardware and supports necessary to operate any element, to permit it to move or function or to keep it in place are of the same character (Unit, Common Element, or Limited Common Element) as the element they serve.
- (i) Inconsistency with Plans. If the Plans are inconsistent with this definition, then this definition will control.
- (j) Inconsistency with Survey and Plans: If this definition is inconsistent with the Survey and Plans, then this definition shall control.
- (k) If construction, reconstruction repair, shifting, settlement, or other movement of any portion of the Improvements results either in the

common areas encroaching on any Unit, or in a Unit encroaching in the common areas or another Unit, a valid easement shall be created for both the encroachment and its maintenance. The easement will extend for whatever period the encroachment exists.

- (l) Non-Contiguous Portions: Units may include special portions, pieces or equipment such as air conditioning compressors, meter boxes, utility connection structures and storage portions situated in buildings or structures that are detached or semidetached from the buildings containing the principal occupied portion of the Units. Such special equipment and storage portions, and the Garage, are a part of the Unit notwithstanding their noncontiguity with the residential portions.

## **ARTICLE 5**

### **Limited Common Elements**

Section 5.1 – Limited Common Elements. The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

- (a) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.
- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, decks, balconies, patios and all other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- (c) Stoops and steps at the entrances to each building, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.
- (d) Heating, ventilating and air conditioning components and all electrical switches, television, telephone electrical receptacles and light switches serving one unit exclusively are Limited Common Elements of the Unit which they serve.
- (e) Storm windows, exterior windows, storm doors, exterior doors and slider doors, if any, shall be Limited Common Elements of the Unit which they serve.
- (f) Attic space and/or crawl space above each Unit, the use of which is limited to the Unit beneath it.

- (g) Mail boxes and exterior lighting affixed to the building shall be Limited Common Elements allocated to the Unit served. Each Unit Owner shall be responsible for his or her mail box key.
- (h) Stairways, the use of which is limited to certain Units as shown on the Plans.
- (i) Driveways and walks in front of Garages and/or Units, the use of which is limited to the Units to which they are assigned as shown on the Survey and Plans.
- (j) Garages, the use of which is limited to the Units to which they are assigned as shown on Schedule A-2, the Table of Interests.
- (k) Designated parking spaces, the use of which is limited to the Units to which they are assigned as shown on the Survey and Plans or both.
- (l) Common Hallways are Limited Common Elements the use of which is allocated to the Units to which each serves.
- (m) Exterior Doors leading to common hallways are Limited Common Elements the use of which is allocated to the Units to which each serves.
- (n) Storage areas in the common hallways are Limited Common Elements the use of which is limited to the Unit to which it is assigned.
- (o) Chimneys, the use of which are limited to the Unit in which their fireplace is located. In the event of a multiple flue Chimney, each flue shall be a Limited Common Element of its Unit containing its fireplace, while the Chimney will be a Limited Common Element for both Units.

As to each of the foregoing, a right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee ownership of the Limited Common Elements, however, is vested in all of the Unit Owners.

Section 5.2 – Expenses Allocated to Limited Common Elements. The Condominium Association shall be solely responsible, except as otherwise provided herein, for all costs and expenses associated with the care, maintenance and upkeep of Limited Common Elements allocated to the Unit owned by such Owner.

Each Unit Owner's responsibilities shall include all costs for the maintenance, repair and/or replacement of any exterior door, storm door, slider door, exterior window and storm window on any unit. Exterior door includes doors leading from a Unit to a Common Hallway. Each Unit Owner shall be responsible for maintenance, repair and replacement of his or her storage door, if any. Notwithstanding anything to the contrary, the Association shall be responsible for painting all exterior doors, garage doors and

storage doors including doors leading from a Unit to a Common Hallway. Each Unit Owner shall be responsible for maintenance, repair and replacement of his or her garage door(s) and related mechanical system(s). The Association shall be responsible for the maintenance, repair and/or replacement of common hallways and exterior doors leading to common hallways.

Each Unit Owner shall be responsible for maintenance, repair and replacement of heating, ventilating and air conditioning components, and washer machine (clothes and dishes) hook-ups (hoses). Each Unit Owner shall be responsible for maintenance, repair and replacement of all electrical switches, television, telephone electrical receptacles and light switches serving one unit exclusively. Each Unit Owner shall be responsible for his or her mail box key.

The Association shall be responsible for fireplace inspections, including the cost for same. The Association shall be responsible for cleaning, maintenance, repair and replacement of fireplaces however the cost of same shall be the Unit Owner's expense. Each Unit Owner shall be responsible for maintenance, repair and replacement of Chimneys and flues.

The Association shall be responsible for maintenance, repair and replacement of attic spaces, decks, patios and balconies. The Association shall be responsible for front stoops.

Each Unit Owners shall be responsible for the maintenance, repair and/or replacement of his or her storage area located in the common hallway.

In the event that a Limited Common Element is not maintained in conformance with the standards of the Common Interest Community, the Association, after notice and hearing, may repair, restore or maintain such Limited Common Element to the standards of the Common Interest Community. All expenses incurred by the Association shall be at the expense of the Unit Owner to which such Limited Common Element is allocated and shall be chargeable against the Unit as a Common Expense in accordance with this section.

If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

The maintenance of grounds in the Common Elements as well as the clearing of snow and ice from all front walks and front steps shall be performed by the Association and shall be a Common Expense which shall be allocated to the Units in accordance with each Unit's percentage of the Common Expense Liability. The care of plantings, flowers and shrubs in the Common Elements shall be performed by the Association and shall be a Common Expense which shall be allocated to the Units in accordance with each Unit's percentage of the Common Expense Liability.

Each Unit Owner shall be responsible for removing all snow, leaves and debris from all porches, patios, rear steps, rear stoops, terraces and balconies, if any, which are part of his or her Unit or a Limited Common Element allocated to his or her Unit.

The Association shall be responsible to clean dryer vents. The cost of same shall be assessed to the Unit Owners.

Section 5.3 – Easements to Limited Common Element. Each Unit Owner shall have a right to and an exclusive easement for the use of the Limited Common Element allocated to the Unit owned by such party. The Fee ownership of the Limited Common Elements, however, shall be vested in all of the Unit Owners.

Section 5.4 – Compliance with Maintenance Standards. Each Unit Owner shall be responsible to comply with all written maintenance standards of the Association in order to prevent damage to units, Limited Common Elements, or Common Elements. Written maintenance standards may be established and amended from time to time by the Executive Board.

## **ARTICLE 6**

### **Maintenance, Repair and Replacement**

Section 6.1 – Common Elements. The Association shall maintain, repair and replace all of the Common Elements except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

Section 6.2 – Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except the portion to be maintained, repaired or replaced by the Association. By Rule, the Association may adopt additional standards concerning maintenance repair and replacement of Units for the purpose of avoiding adverse effects on the condition, use, or enjoyment of other Units or the Common Elements.

Section 6.3 – Limited Common Elements. Notwithstanding the provisions of Section 6.1 and Section 6.2, each Unit Owner shall be responsible for removing all snow, leaves and debris from all patios and decks, which are Limited Common Elements appurtenant to his or her Unit. If any such Limited Common Element is appurtenant to two or more Units, the owners of those Units will be jointly responsible for such removal. In addition, each Unit Owner shall be responsible for the maintenance, repair and replacement of those Limited Common Elements described in Article 5 subsections 5.1(d). Each Unit Owner shall be responsible for the maintenance, repair and replacement of other Limited Common Elements as set forth in Article 5, Subsection 5.2.

Section 6.4 – Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any

condition threatening a Unit or the Common Elements, for the purpose of performing installations, alterations or repairs and for the purpose of reading, repairing or replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry to a Unit or Limited Common Element are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner consistent with the availability of contractors and others employed or engaged by the Association. Such right of access may be exercised during winter months without Unit Owner notice if there is reason to believe a unit is not occupied in order to make certain heat is being maintained in the unit. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time. If a Unit Owner fails to permit routine access to a Unit as reasonably requested by the Association, the Association may seek a court order to allow access to the unit without the Unit Owner's consent. In such case, any cost and attorney's fee of obtaining such court order shall be assessed to the Unit Owner's account. If a Unit is damaged as a result of access obtained under this Section, the Association will be responsible for the prompt repair of the Unit, except as provided in Subsection 19.2(f) and Subsection 19.2(i) of the Amended Declaration.

Section 6.5 – Repairs Resulting From Willful Misconduct, Gross Negligence and/or Failure to Comply with a Written Maintenance Standard. The cost to repair damage to any Unit or Common Element caused by willful misconduct, gross negligence or the failure to comply with a written Maintenance Standard promulgated by the Association by any Unit Owner, tenant, guest or invitee of a Unit Owner or tenant shall be assessed in accordance with Article 19.2(i) of this Amended Declaration.

Section 6.6 – Failure to Maintain, Repair and Replace.

- (a) If a Unit Owner unreasonably fails to Maintain, Repair or Replace his or her Unit or any other portion of the Common Interest Community for which the Unit Owner is responsible after the Unit Owner knew or should have known that such Maintenance, Repair or Replacement was needed, and such failure causes damage to another Unit or to the Common Elements, the Unit Owner shall reimburse the owner of the damaged Unit, or the Association, as the case may be, for the cost of repairing the damage in excess of any insurance proceeds received by the Association under its insurance policy, whether the portion results from the application of a deductible or otherwise.
- (b) If the Association unreasonably fails to Maintain, Repair or Replace the Common Elements or any other portion of the Common Interest Community for which it is responsible after the Association knew or should have known that such Maintenance, Repair or Replacement was needed, and such failure causes damage to a Unit,
  - (i) If the damage is covered by the Association's insurance policy, the Association shall repair it in accordance with Article XXII of this Declaration; or

- (ii) If the damage is not covered by the Association's insurance policy, the Association shall reimburse the Owner of the damaged Unit for the cost of repairing the damage.
- (c) If a Unit Owner fails to Maintain, Repair or Replace his or her Unit or any other portion of the Common Interest Community for which the Unit Owner is responsible and such failure creates a condition that threatens another Unit or the Common Elements, the Association may take such actions as are necessary to correct such condition without prior notice or with only such prior notice as can reasonably be given consistent with the threat. If the Association does take such action, the Unit Owner shall reimburse the Association for the cost of correcting the condition.

Section 6.7 – Inspection, Repair and Replacement of High Risk Components.

- (a) Notwithstanding the provisions of this Article VI, the Executive Board may, from time to time, after Notice and Comment, determine that certain portions of the Units required to be maintained by the Unit Owners, or certain objects, fixtures or components within the Units, pose a particular risk of damage to other Units and to the Common Elements if they are not properly inspected, maintained, repaired or replaced. By way of example, but not of limitation, these portions, objects, fixtures or components might include smoke detectors, washer hoses, chimneys and water heaters. In this Section 6.7, those items determined by the Executive Board to pose such a particular risk are referred to as "High Risk Components."
- (b) At the same time that it designates a "High Risk Component" or at a later time, the Executive Board, after Notice and Comment, may require one or more of the following with regard to the High Risk Component:
  - (i) That it be inspected at specified intervals by the Association or an inspector or inspectors designated by the Association, or an inspector or inspectors having particular licenses, training or professional certification.
  - (ii) That it be replaced or repaired at specified intervals, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective.
  - (iii) That it be replaced or repaired with items or components meeting particular standards or specifications established by the Executive Board.



- (iv) That when it is repaired or replaced, the installation includes additional components or installations specified by the Executive Board.
  - (v) That it be repaired or replaced by contractors having particular licenses, training or professional certification or by contractors approved by the Association.
  - (vi) If the replacement or repair is completed by a Unit Owner, that it be inspected by a person designated by the Association, or an inspector or inspectors having particular licenses, training or professional certification.
- (c) The imposition of requirements by the Executive Board under Subsection 6.7(b) shall not relieve a Unit Owner of his or her obligations under Section 6.2 of this Article, including, but not limited to, the obligation to perform and pay for repairs, maintenance, and replacement.
- (d) If any Unit Owner fails to repair, maintain or replace a High Risk Component, or have the High Risk Component inspected, in accordance with the requirements established by the Executive Board under this Section 6.7, the Association may, in addition to any other rights and powers granted to it under the Documents and the Act:
- (i) Enter the Unit in accordance with Section 6.4, and inspect, repair, maintain or replace the High Risk Component, and charge the cost to the Unit Owner as a common expense attributable to the Unit under Section 19.2;
  - (ii) Fine the Unit Owner or the occupant of the Unit or both under Article 21; and
  - (iii) Bring an action against the Unit Owner for specific performance of the Unit Owner's duties under this Section 6.7.

## **ARTICLE 7**

### **Subsequently Allocated Limited Common Elements**

Common Elements may be subsequently allocated as Limited Common Elements only in accordance with this Declaration.

## **ARTICLE 8**

### **Development Rights and Special Declarant Rights**

There are no remaining Development Rights or Special Declarant Rights.

## **ARTICLE 9**

### **Membership and Allocated Interests**

Section 9.1 – Allocation of Interests. Schedule A-2, describing Unit numbers and their Allocated Interests, is attached as an Exhibit to the initial Declaration, prior Amendments and this Amended Declaration. These interests have been allocated in accordance with the formulas set out in this Article 9. This Amended Declaration contains no change to the Allocation of Interests. The Allocation of Interests are shown on Schedule A-2 of this Amended Declaration.

Section 9.2 – Formulas for the Allocation of Interests. The interests allocated to each Unit have been calculated using the following formulas:

- (a) Votes. Each Unit in the Common Interest Community shall have one (1) vote.
- (b) Common Expense Liability. The percentage liability for Common Expenses allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Common Interest Community as set forth in Schedule A-2. Nothing contained in the Subsection shall prohibit certain common expenses from being apportioned to particular units under Article 19 of this Declaration.
- (c) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Common Interest Community as set forth in Schedule A-2.

Section 9.3 – Membership. Every Unit owner shall be a member of the Association.

## **ARTICLE 10**

### **Restrictions on Use, Alienation, Occupancy and Leasing**

Section 10.1 – Use and Occupancy Restrictions. The following use restrictions apply to all Units and Common Elements:

- (a) Each Unit is restricted to residential use as a single family residence except, to the extent permitted by law, for home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage requirements. No sign indicating commercial uses may be displayed outside a Unit. A single family residence is defined as a single housekeeping Unit, operating on a nonprofit, noncommercial basis, between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom as designated on the plans on file with the building official of Torrington. The use of all condominium facilities is

restricted to residents of the condominium. This means that only Unit Owners that reside at the condominium and/or tenants that reside at the condominium may use the condominium facilities.

- (b) No noxious or offensive activities may be carried on in any Unit nor may anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants. Each Unit Owner will be obligated to maintain his own Unit and keep it in good order and repair.
- (c) The use of Common Elements, Units and Limited Common Elements are subject to the ByLaws and the Rules of the Association.

#### Section 10.2 – Restrictions on Alienation.

- (a) A Unit may not be conveyed pursuant to a time sharing plan as defined under Chapter 734b of the Connecticut General Statutes.
- (b) A Unit may be leased; however, all leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association and may not be for a term of less than one (1) year. A copy of each lease must be delivered to the Association.

Section 10.3 – Rules and Regulations. Rules and Regulations concerning the use of the Units and the Common Areas may be made and amended from time to time by the Board of Directors in accordance with the provisions of the ByLaws.

Section 10.4 – Abatement and Enjoinment of Violations by Unit Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or the breach of any obligation contained in the ByLaws, or the breach of any obligation contained in the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth by the ByLaws to:

- (a) Enter the Unit in which, or as to which, such violations or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that exists therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors shall not thereby be guilty in any manner of trespass; or
- (b) Enjoin, abate or remedy the continuance of any such breach by appropriate equitable proceedings including mandatory injunction, there being no appropriate legal remedy, at the cost of the Unit Owner, with reasonable attorney's fees and related costs of any such proceedings.
- (c) By resolution, following Notice and Hearing, the Board of Directors may levy a fine in an amount to be established by the Board of Directors for each day

that a violation of the Documents or Rules has previously occurred and/or persists after such Notice and Hearing, but such amount shall not exceed the amount necessary to ensure compliance with the rule or order of the Board of Directors. Collection of charges for damages or fines may be enforced against the Unit Owner(s) in the same manner as common charges.

Section 10.5 – Notice of Unit Purchase and Copy of Executed Conveyance

Deed. Every new Owner shall return to The Fairways at Torrington Association Inc. c/o the property manager a copy of the fully executed conveyance deed and a completed "New Unit Owner Information Form" within ten (10) days of the date of the conveyance deed. The failure to provide the copy of the conveyance deed and the fully completed "New Unit Owner Information Form" shall constitute a violation of The Fairways at Torrington Association Inc. Rules and may subject the Unit Owner to a fine for each day after the ten (10) day time period until the new Unit Owner fully complies with the requirements of this section.

Section 10.6 – Restriction on Leasing of Units. The Association may establish rules to restrict the leasing of residential units to the extent those rules are reasonably designed to meet first mortgage underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on units in Common Interest Communities; provided no such restrictions shall be enforceable unless notice thereof is recorded on the Torrington Land Records. Such notice shall be indexed in the Grantor index of such land records in the name of the Association.

Section 10.7 – Association Right to take Direct Action Against Tenants. The Association shall have the right to take direct action against tenants in accordance with the provisions of the ByLaws.

Section 10.8 – Parking and Storage in Garages, Including Garages That Are Part of Units. Garages, whether they are part of a Unit or a Limited Common Elements appurtenant to a Unit, are restricted to use as parking spaces for motor vehicles used by the occupants of the Unit and for the storage of personal goods and household items. However:

- (a) No vehicle may be kept in a garage if it has a capacity in excess of one ton, possesses more than four wheels, or cannot fit in the garage with the garage door closed;
- (b) If personal goods and household items are stored in a garage, enough space must be left to permit one motor vehicle to be parked in the garage, with the garage door closed; and
- (c) Owners or occupants of Units who keep two or more motor vehicles in the Common Interest Community must park one of the vehicles in the garage which is part of or appurtenant to the Unit.

Section 10.9 – Use Affecting Insurance. Nothing may be done or kept in any Unit that will increase the rate of insurance on any Improvements, or the contents of other Units, beyond the rates generally applicable to similar residential common interest communities, without prior written consent of the Executive Board. No Unit Owner may permit anything to be done or kept in his or her Unit which will result in the cancellation of insurance on any of the Improvements or the contents of other Units.

Section 10.10 – Compliance with Laws. Unit Owners and occupants of Units shall comply with all valid laws, ordinances, and regulations, including, but not limited to, zoning and land use regulations, of all governmental bodies having jurisdiction over the Common Interest Community and the Units, and Unit Owners and occupants of Units shall hold the Association and other Unit Owners harmless from all fines, penalties, costs, and prosecutions arising out of any noncompliance or other violation.

Section 10.11 – Rules Affecting the Use and Occupancy of Units. Except as required or permitted by other provisions of the Declaration, the Association may adopt Rules that affect the use or occupancy of Units only for one or more of the following purposes.

- (a) Prevention of any use of a Unit which violates the Declaration, ByLaws and/or Maintenance Standards; or
- (b) Regulation of any occupancy of a Unit which violates the Declaration or adversely affects the use and enjoyment of other Units or the Common Elements by other Unit Owners.

Section 10.12 – Antennas. The Association may adopt Rules regulating and restricting the installation of antennas in the Common Interest Community. However, any such Rule, as it applies to the Units and Limited Common Elements may not exceed the limitations set by the Federal Communications Act.

Section 10.13 – Right of First Refusal. No Unit Owner may effectively dispose of a Unit or any interest therein by sale or lease without first offering the same for sale to the Association upon the terms and conditions hereinafter provided for. The provisions of this Section shall not apply with respect to any sale, conveyance or lease by any Unit Owner of his or her interest to his or her spouse, to any of his or her children, or to his or her parent or parents; or to his or her brothers or sisters, or any one or more of them.

- (a) The Unit Owner intending to make a bona fide sale or lease of his Unit or any interest therein, shall give to the Board of Directors notice of such intention, together with the name and address of the intended purchaser or lessee and the terms and conditions of the sale or lease, including the price. The Board of Directors shall thereafter have a period of fifteen (15) days within which it may choose to buy or lease said Unit on the same terms and conditions as contained in the outside offer as the case may be. If the Board of Directors is going to buy said Unit, then within said fifteen (15) day period, the Board of

Directors shall deliver or mail by First Class Mail and Certified Mail Return Receipt Requested to the Unit Owner an agreement to purchase said Unit, and the sale shall be closed on the same date as set forth in the original offer to the selling Unit Owner. If the Board of Directors is going to lease said Unit, then within said fifteen (15) day period, the Board shall deliver or mail by First Class Mail and Certified Mail Return Receipt Requested to the Unit Owner an agreement to lease said Unit upon the same terms and conditions. The lease shall start on the date the Unit Owner intended to commence leasing of his or her Unit. If the Board of Directors shall take the lease on the Unit, it shall have the right to sublease the Unit. Upon the failure of the Board of Directors to exercise said right of first refusal, the Unit Owner shall be free to sell or lease his or her Unit without regard to this right of first refusal. If the proposed transaction is a lease, however, the lease must state that the lessee agrees to abide by all of the terms and condition and covenants of the Declaration, ByLaws, and any Rules and Regulations as the same may be amended from time to time by the Board of Directors.

- (b) If the Board of Directors does not elect to exercise its right of first refusal within fifteen (15) days after the receipt of the notice described in subparagraph (a) of this section the Board of Directors shall, upon request of the Unit Owner, issue a certificate to be executed by the President and the Secretary, in recordable form, which certificate shall be delivered to the Unit Owner, indicating that the Board of Directors does not desire to exercise its right of first refusal. Said certificate may be recorded in the office of the Town Clerk of Torrington
- (c) The provisions of this Section shall not apply to a transfer to or purchase by a bank, life insurance company or mortgage company association, which acquires its title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company or mortgage company which so acquires its title. Neither shall such provisions require the approval of the purchaser who acquires title to a Unit at a duly authorized and advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

## **ARTICLE 11**

### **Easements, Licenses**

Section 11.1 – Encumbrances. All easements or licenses to which the Common Interest Community is subject are listed as an Exhibit to the initial Declaration. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant.

Section 11.2 – Easement to Common Elements. Each Unit Owner shall have a non-exclusive right to use and a non-exclusive easement in and to the Common Elements for access to the Unit owned by such party and for all other purposes not prohibited by the Declaration, ByLaws or Rules of the Association.

## **ARTICLE 12**

### **Allocation and Reallocation of Limited Common Elements**

Section 12.1 – Allocation of Limited Common Elements Not Previously Allocated. A Common Element not previously allocated as a Limited Common Element may be so allocated only by amendment to this Declaration.

Section 12.2 – Reallocation of Depicted Limited Common Elements. No Limited Common Element depicted on the Survey or Plans may be reallocated by an amendment to this Declaration pursuant to Article 12 except as part of a reallocation of boundaries of Units pursuant to Article 14 of this Declaration. Any such reallocation shall be by an amendment to the Declaration executed by the Unit Owners between or among whose Units the reallocation was made. Such amendment shall require approval of all holders of security interests in the affected Units which approval shall be endorsed thereon. The persons executing the amendment shall provide a copy thereof to the Association, which shall record same if the amendment complies with the provisions of this Declaration and the Act, as amended. The amendment shall contain words of conveyance and shall be recorded in the names of the parties and the Common Interest Community. The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorney's fees in connection with the review of the amendment and for recording costs.

## **ARTICLE 13**

### **Additions, Alterations and Improvements**

Section 13.1 – Additions, Alterations and Improvements by Unit Owners.

(a) No Unit Owner shall make any structural addition, structural alteration, or structural improvement in or to any portion of the Common Interest Community, nor shall any Unit Owner construct any improvements, or stain, paint or change the color or appearance of the exterior of any Unit, nor shall any Unit Owner construct improvements or change the color or appearance of Limited Common Elements, without the prior written consent thereto of the Board of Directors. The Board of Directors shall answer any written request by a Unit Owner for approval of any such proposed activity within sixty (60) days after such request is received by the Board of Directors. The Board of Directors shall review requests in accordance with the provisions of the Association's rules.

(b) Subject to Subsection 13.1(a), a Unit Owner:

- (i) May make any other improvements or alterations to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community;
- (ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community without permission of the Association;
- (iii) After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this Subsection is not an alteration of boundaries.
- (iv) May not make any additions, alterations or improvements to any Unit or Common Element, except pursuant to prior written approval by the Board of Directors, which causes any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Units other than those affected by such change.

Section 13.2 – Exterior Improvements and Landscaping Within Limited Common Elements. A Unit Owner may make exterior improvements within or as a part of Limited Common Elements provided they are undertaken with the prior written approval of the Board of Directors and following submission of complete plans prepared by a party experienced in performing the work and/or improvements to be made by the Unit Owner to the Board of Directors. No approval will be awarded without Notice and Comment given to the Unit Owners.

The applicant shall pay for the cost of preparation of the application, the cost of professional review, if deemed required by the reviewing entity and all costs of permits and fees connected with any right given under Article 13.

Section 13.3 – Additions, Alterations and Improvements by the Board of Directors. Subject to the limitations of Sections 19.4 of this Declaration, the Board of Directors may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

## **ARTICLE 14**

### **Relocation of Boundaries between Adjoining Units**

Section 14.1 – Application and Amendments. Subject to approval of any structural changes pursuant to Article 13, the boundaries between adjoining Units may be relocated by an amendment to this Declaration on application to the Association by the Unit Owners of the affected Units. If the Unit Owners of the adjoining Units have



specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocations. Unless, within sixty (60) days after the receipt of the application, the Board of Directors determines that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment shall be executed by those Unit Owners, contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon, and, on recordation, be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 14.2 – Recording Amendments. The Association shall prepare and record surveys and plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

The applicants shall pay for the costs of preparation of the amendment including surveys and plans, and its recording and the reasonable consultant fees of the Association if the Board of Directors deems it necessary to employ a consultant.

## **ARTICLE 15**

### **Amendments to Declaration**

Section 15.1 – General. This Declaration may be amended only by vote or agreement of Unit Owners of Units to which at least sixty seven percent (67%) of the votes in the Association are allocated. This Declaration may also be amended in accordance with one (1) or more of the appropriate provisions of Section 47-236 of the Act, as amended.

Section 15.2 – Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article 15 may be brought more than one year after the amendment is recorded.

Section 15.3 – Recordation of Amendments. Every amendment to this Declaration shall be recorded in the town in which the Common Interest Community is located and is effective only on recordation. Any amendment except an amendment pursuant to Article 14 of this Declaration shall be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the grantor's index in the name of the Common Interest Community.

Section 15.4 – When Unanimous Consent is Required. Except to the extent expressly permitted or required by other provisions of the Act, as amended, and this Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a

Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

Section 15.5 – Execution of Amendments. Amendments to this Declaration required by the Act, as amended, to be recorded by the Association shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the President of the Association.

Section 15.6 – Consent of Holders of Security Rights. Amendments are subject to the consent requirements of Article 18.

## **ARTICLE 16**

### **Amendments to ByLaws**

Section 16.1 – Amendments by Executive Board. Except as otherwise provided in Section 16.2, the Executive Board may amend the Bylaws by a vote of two-thirds of all of the members of the Executive Board at any meeting of the Executive Board duly called for such purpose. Before the Executive Board can adopt, amend or repeal any Bylaw, notice shall be given to all Unit Owners of the intention of the Executive Board to adopt, amend or repeal any Bylaw, which notice shall include the text of the proposed Bylaw and/or amendment and/or the text of the Bylaw to be repealed, as applicable, and the date on which the Executive Board will act on the proposed Bylaw, amendment or repeal after considering comments from Unit Owners.

Section 16.2– Amendments by Unit Owners. Only the Unit Owners (and not the Executive Board) shall have the power, by vote of Unit Owners of Units to which more than fifty percent (50%) of the Votes in the Association are allocated, to adopt, amend, or repeal any Bylaw that relates to or affects any of the following:

- (a) The qualifications, powers and duties or terms of office of members of the Executive Board;
- (b) The number of members of the Executive Board;
- (c) The manner of election of Executive Board members;
- (d) The timing or content of notices of meetings of Unit Owners, opportunities for Unit Owner comment at any meeting of the Executive Board or the Association, methods or procedures for voting or actions by Unit Owners without meeting or any provision of Article IV of these Bylaws; or
- (e) The manner or required vote to adopt, amend, or repeal any Bylaw, including, without limitation, any provision of this Section 16.2.

Section 16.3 – Execution of Amendments. Amendments to the Bylaws that have been duly adopted shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

## **ARTICLE 17**

### **Termination**

Termination of the Common Interest Community may be accomplished only in accordance with Section 47-237 of the Act, as amended from time to time.

## **ARTICLE 18**

### **Mortgagee Protection**

Section 18.1 – Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders of certain Security Interests and others, as identified in Section 18.2. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 18.2 – Definitions. As used in this Article, the following terms are defined:

- (a) **Percentage of Eligible Mortgagees.** Whenever in this Article the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent by Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes when compared to the total votes allocated to all Units then subject to mortgages held by Eligible Mortgagees.
- (b) **Mortgagee Consent if no Response.** If the Association sends notice of the proposed amendment or Association action to a Mortgagee by certified mail, return receipt requested, and the Mortgagee fails to respond within forty five (45) days, the Mortgagee is deemed to have given its consent. The Association may rely on the last recorded security interest of record in the land records in delivering or mailing notice to the holder of that interest.

Section 18.3 – Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any Unit on which there is a First Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable.
- (b) Any delinquency in the payment of Common Expense assessments owed by an owner whose Unit is subject to a First Security Interest held, insured, or

guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days.

- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.4.
- (e) Any judgment rendered against the Association.

Section 18.4 – Prior Consent Required:

- (a) Document Changes. Notwithstanding any lower requirements permitted by this Declaration or the Act, as amended, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 18.4(a) may be adopted without the vote of at least 67% of the Unit Owners (or any greater Unit Owner vote required in this Declaration or the Act, as amended) and until approved in writing by at least 51% of the Eligible Mortgagees. "Material" includes, but is not limited to, any provision affecting:
  - (i) Assessments, assessment liens or subordination of assessment liens;
  - (ii) Voting rights;
  - (iii) Reserves for maintenance, repair and replacement of Common Elements;
  - (iv) Responsibility for maintenance and repairs;
  - (v) Reallocation of interest in the Common Elements or Limited Common Elements (except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees with a Security Interest on such Units must approve such action);
  - (vi) Rights to use Common Elements and Limited Common Elements;
  - (vii) Boundaries of Units (except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees with Security Interests on such Unit or Units must approve such action);

- (viii) Convertibility of Units into Common Elements or Common Elements into Units;
  - (ix) Expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;
  - (x) Insurance or fidelity bonds;
  - (xi) Leasing of Units;
  - (xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
  - (xiii) Establishment of self management when professional management had been required previously by an Eligible Mortgagee of a Unit;
  - (xiv) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;
  - (xv) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
  - (xvi) The benefits of mortgage holders, insurers or guarantors.
- (b) Actions. Notwithstanding any lower requirements permitted by this Declaration or the Act, as amended, the Association may not take any of the following actions without the approval of at least 51% of the Eligible Mortgagees:
- (i) Convey or encumber the Common Elements or any portion thereof (as to which an 80% Eligible Mortgagee approval is required). (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Common Interest Community shall not be deemed a conveyance or encumbrance within the meaning of this clause);
  - (ii) Establish self-management when professional management had been required previously by any Eligible Mortgagee;
  - (iii) Restore or repair the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Documents;

- (iv) Terminate the Common Interest Community (as to which a 67% Eligible Mortgagee approval is required);
  - (v) Alter any partition or create any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;
  - (vi) Merge this Common Interest Community with any other Common Interest Community;
  - (vii) Create any additional improvements on any portion of the Common Elements which is subject to any Development Rights;
  - (viii) Grant any easements, leases, licenses and concessions through or over the Common Elements (excluding, however, any utility easements servicing or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one year);
  - (ix) Assign the future income of the Association, including its right to receive Common Expense assessments; and
  - (x) Not repair or replace the Property.
  - (xi) Creation of Development Rights.
- (c) The Association may not change the period for collection of regularly budgeted Common Expense Assessments to other than monthly without the consent of all Eligible Mortgagees.

Section 18.5 – Development Rights and Special Declarant Rights.

There are no remaining Development Rights or Special Declarant Rights.

Section 18.6 – Inspection of Books. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the Association's books and records during normal business hours.

Section 18.7 – Financial Statements. The Association shall provide each Eligible Mortgagee and each Eligible Insurer with a copy of its annual financial statement within 90 days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified accountant if an Eligible Mortgagee requests it, in which case the Eligible Mortgagee shall bear the cost of the audit.

Section 18.8 – Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers, and may be enforced in law or in equity.

Section 18.9 – Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

Section 18.10 – Appointment of Trustee. In the event of damage or destruction under Articles 22 or 23 or Condemnation of all or a portion of the Common Interest Community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 23.5. Such Trustee may be required to be a corporate trustee licensed by the State of Connecticut. Proceeds shall thereafter be distributed pursuant to Article 23 or pursuant to a condemnation award. Unless otherwise required, the members of the Board of Directors acting by majority vote through the president may act as Trustee.

## **ARTICLE 19**

### **Assessment and Collection of Common Expenses**

Section 19.1 – Apportionment of Common Expenses. Except as provided in Section 19.2, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Association as shown in the initial Declaration, prior Amendments and Schedule A-2.

Section 19.2 – Common Expenses Attributable to Fewer than All Units.

- (a) If any Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.
- (b) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
- (c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
- (d) Assessments to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (e) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Documents and the Act, as amended, are enforceable as Common Expense assessments against the Unit or Units owned by such Unit Owner. The order in which payments are applied to fees, charges, late fees,

finances and interest shall be established in a collection policy adopted by the Executive Board.

- (f) Portions of the cost of repairing or replacing Units allocated to individual Units under the provisions of Subsection 23.2(b) shall be assessed against the Unit or Units to which they are allocated. If the Association, or anyone acting at the direction of the Association, incurs any expense for maintenance, repair or replacement of any portion of a Unit, made or performed for the purpose of correcting a condition threatening a Unit or the Common Elements pursuant to Section 6.4 of the Declaration, the Association may assess that expense against the Unit Owner and the Unit, following Notice and Hearing to the affected Unit Owner.
- (g) All reasonable attorney's fees and costs incurred by the Association, with or without litigation, in collecting any sums due from a Unit Owner or enforcing any provisions of the Documents against a Unit Owner or any occupant of his or her Unit are enforceable against his or her Unit as Common Expense assessments.
- (h) If any tax is imposed on the Association or upon any goods or services purchased by the Association by virtue of the use or occupancy of some, but less than all of the Units, including, but not limited to, the use of any Unit for the production of income, such tax shall be paid as a Common Expense and assessed exclusively against the Unit or Units whose use gives rise to the imposition of the tax. The assessment shall be allocated among the Units against which it is assessed in the same proportion as each Unit's share of liability for Common Expenses bears to the liability for Common Expenses of all Units against which the assessment is assessed.
- (i) If any common expense is caused by the willful misconduct, failure to comply with a written maintenance standard promulgated by the Association or gross negligence of any Unit Owner or tenant or a guest or invitee of a Unit Owner or tenant, the Association may, after notice and hearing assess the portion of that common expense in excess of any insurance proceeds received by the Association under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against that Owner's Unit.
- (j) Any common expense associated with the maintenance, repair or replacement of a Limited Common Element, where the cost of same is the responsibility of the Unit Owner pursuant to this Amended Declaration, shall be assessed against the Unit or Units to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one (1) Unit, the common expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned. Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element may be assessed against the



Unit or Units to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one (1) unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

- (k) Any common expense assessed in accordance with Section 6.6 of this Declaration.

#### Section 19.3 – Lien.

- (a) The Association has a statutory lien on a unit for any assessment attributable to that unit or fines imposed against its Unit Owner. Reasonable attorney's fees and costs, other fees, charges, late charges, fines and interest charged pursuant to subdivisions (10), (11) and (12) of subsection (a) of section 47-244 of the Act, as amended, and any other sums due to the Association under the Declaration, the Act, as amended, or as a result of an administrative, arbitration, mediation or judicial decision, are enforceable in the same manner as unpaid assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A lien under this section is prior to all other liens and encumbrances on a unit except (1) liens and encumbrances recorded before the recordation of the Declaration, (2) a first or second security interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent, and (3) liens for real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all security interests described in subdivision (2) of this subsection to the extent of (A) an amount equal to the common expense assessments based on the periodic budget adopted by the Association pursuant to subsection (a) of section 47-257, as amended, which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce either the association's lien or a security interest described in subdivision (2) of this subsection and (B) the Association's costs and attorney's fees in enforcing its lien. A lien for any assessment or fine specified in subsection (a) of this section shall have the priority provided for in this subsection in an amount not to exceed the amount specified in subparagraph (A) of this subsection. This subsection does not affect the priority of mechanic's or materialmen's liens or the priority of liens for other assessments made by the Association.
- (c) Unless the Declaration otherwise provides, if two or more associations have liens for assessments created at any time on the same property, those liens have equal priority.

- (d) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this section is required.
- (e) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessments becomes due; provided, that if an Owner of a Unit subject to a lien under this section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (f) This section does not prohibit actions against Unit Owners to recover sums for which subsection (a) of this section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (g) A judgment or decree in any action brought under this section shall include costs and reasonable attorney's fees for the prevailing party.
- (h) The Association on request made in a record shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.
- (i) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (j) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner of a unit that is rented pursuant to Connecticut General Statutes § 52-504 to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's common expense assessments based on a periodic budget adopted by the Association pursuant to subsection (a) of section 47-257 of the Act, as amended.
- (k) If a holder of a first or second security interest on a unit forecloses that security interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that unit which became due before the sale, other than the assessments which are prior to that security interest under subsection (b) of this section. Any unpaid assessments not satisfied from the proceeds of sale become common expenses collectible from all the Unit Owners, including the purchaser.

- (l) The Association may not commence an action to foreclose a lien on a unit under this section unless: (1) The Unit Owner, at the time the action is commenced, owes a sum equal to at least two (2) months of common expense assessments based on the periodic budget last adopted by the Association pursuant to subsection (a) of section 47-257 of the Act, as amended; (2) the Association has made a demand for payment in a record; and (3) the Executive Board has either voted to commence a foreclosure action specifically against that unit or has adopted a standard policy that provides for foreclosure against that unit.
- (m) Every aspect of a foreclosure, sale or other disposition under this section, including the method, advertising, time, date, place and terms, shall be commercially reasonable.

Section 19.4 – Budget Adoption and Ratification/ Ratification of Non-Budgeted Common Expense Assessments.

- (a) The Executive Board, at least annually, shall adopt a proposed budget for the common interest community for consideration by the Unit Owners. Not later than thirty (30) days after adoption of a proposed budget, the Executive Board shall provide to all the Unit Owners a summary of the budget, including any reserves, and a statement of the basis on which any reserves are calculated and funded. Simultaneously, the Board shall set a date not less than ten (10) days or more than sixty (60) days after providing the summary for either a meeting of the Unit Owners or a vote by ballot without a meeting to consider approval of the budget. If, at that meeting or in the vote by ballot, a majority of all Unit Owners, or any larger number specified in the Declaration votes to reject the budget, the budget is rejected; otherwise the budget is approved. The absence of a quorum at such meeting or participating in the vote by ballot shall not affect rejection or approval of the budget. If a proposed budget is rejected, the budget last approved by the Unit Owners continues until Unit Owners approve a subsequent budget.
- (b) The Executive Board, at any time, may propose a special assessment. 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. Unless the Declaration or ByLaws otherwise provide, if such special assessment, together with all other special and emergency assessments proposed by the Executive Board in the same calendar year, do not exceed fifteen percent (15%) of the Association's last adopted periodic budget for that calendar year, the special assessment is effective without approval of the Unit Owners. Otherwise, the Board shall set a date not less than ten (10) days or more than sixty (60) days after providing the summary for either a meeting of the Unit Owners or a vote by ballot without a meeting to consider approval of the special assessment. If, at such meeting or in the balloting, a majority of all Unit Owners votes to reject the assessment, the

assessment shall be rejected; otherwise the assessment shall be approved. The absence of a quorum at such meeting or participating in the vote by ballot shall not affect the rejection or approval of the special assessment.

- (c) If the Executive Board determines by a two-thirds 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 assessment must be provided promptly to all Unit Owners; and (3) the Executive Board may spend the funds paid on account of the emergency assessment only for the purposes described in the vote.

Section 19.5 – Certificate of Payment of Common Expense Assessments. The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board of Directors and every Unit Owner.

Section 19.6 – Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 19.1, 19.2 and 19.4 shall be due and payable monthly unless the resolution adopting the assessment provides for some other schedule of payment.

Section 19.7 – Acceleration of Common Expense Assessments. In the event of default of a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Board of Directors shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 19.8 – No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 19.9 – Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

Section 19.10 – Association Funds. All Association funds shall be deposited only in federally insured banks.

Section 19.11– Association Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for common expenses and any prepayment of reserves shall be deposited into the reserve account or incorporated into the next annual budget thereby reducing future common expense assessments.

**ARTICLE 20**  
**Association Borrowing and Assignment of Future Income**

Section 20.1 – Approval of Assignment. The Association may borrow money and assign its right to future income as security for the loan only after:

- (a) The loan transaction and the assignment have been approved by the Executive Board;
- (b) A majority of the Unit Owners vote in favor of or agree to the assignment; and
- (c) The Association has complied with the requirements of Section 20.2 of this Declaration; and
- (d) The absence of a quorum at such meeting shall not affect the rejection or approval of the assignment.

Section 20.2 – Notice of Proposed Borrowing. At least fourteen (14) days before the closing of any loan to the Association, the Executive Board shall:

- (a) Disclose in a Record to all Unit Owners the amount and terms of the loan and the estimated effect of such loan on any Common Expense assessment; and
- (b) Afford the Unit Owners a reasonable opportunity to submit comments in a Record to the Executive Board with respect to such loan.

**ARTICLE 21**  
**Persons and Units Subject to Documents**

Section 21.1 – Compliance with Community Documents. All Unit Owners, tenants, holders of Security Interests, and occupants of Units shall comply with the Community Documents. The acceptance of a deed or mortgage or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Community Documents are accepted and ratified by such Unit Owner, tenant, holder of a Security Interest, or occupant, and all such provisions recorded on the land records of the town or towns in which the Common Interest Community is located shall bind any Persons having at any time any interest or estate in such Unit.

Section 21.2 – Compliance with Laws. All Unit Owners, tenants, holders of Security Interests, and occupants of Units shall comply with all laws, ordinances, and governmental regulations applicable to the Common Interest Community or the activities of Persons within the Common Interest Community.

Section 21.3 - Adoption of Rules.

- (a) The Executive Board may adopt and amend Rules after Notice and Comment.
- (b) Rules concerning the Common Elements, including Limited Common Elements, may regulate any conduct, condition or activity, including use and occupancy.
- (c) Rules concerning the Units, may regulate any conduct, condition or activity that is not use and occupancy.
- (d) Rules concerning the Units may also regulate the use and occupancy of a Unit in order to:
  - (i) To exercise any power to make Rules expressly granted by this Declaration.
  - (ii) To prevent any use of a Unit that violates this Declaration

#### Section 21.4 – Scope of Rulemaking

- (a) Unless otherwise permitted or limited by the Declaration or the Act, the Executive Board may adopt Rules that affect the use or occupancy of Units only to:
  - (i) Regulate any occupancy of a Unit which violates the Declaration or adversely affects the use or enjoyment of other Units or the Common Elements by other Unit Owners; or
  - (ii) Restrict the leasing of Units to the extent those Rules are reasonably designed to meet first mortgage underwriting requirements who regularly purchase or insure first mortgages on units in common interest communities.
- (b) The Executive Board may adopt Rules affecting activities within Units that do not constitute use or occupancy.
- (c) The Executive Board may not adopt a Rule which contravenes an express provision of the Declaration or a right reasonably inferable from an express provision of the Declaration, but, subject to the provisions of Subsection 21.4(a), the Executive Board may adopt a Rule implementing, refining or applying an express provision of the Declaration so long as such Rule does not place an unreasonable limitation on a right granted by or reasonably inferable from an express provision of the Declaration.

Section 21.5 – Notice of Amendments to Rules. Following adoption, amendment or repeal of a Rule, the Association shall give all Unit Owners notice of its action and include with it a copy of any new or amended Rule.

Section 21.6 – Recording of Rules. Any Rule restricting the Leasing of Units shall be recorded on the Land Records. The Association shall request that the town clerk index any such Rule and any amendment to said Rules in the grantor's and in the grantee's index in the name of the Association.

Section 21.7 – Limitation of Challenges. No action to challenge the validity of a Rule or an amendment to a Rule adopted by the Executive Board pursuant to this Article may be brought more than one year after the Rule or amendment is recorded.

Section 21.8 – Abatement and Enjoinment of Violations by Unit Owners. The violation of any Rule or the breach of any provision of the Community Documents shall give the Association the right, after Notice and Hearing except in case of an emergency, in addition to any other rights set forth in these Bylaws:

- (a) To enter the Unit in 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) that creates a danger to the Common Elements or other Units contrary to the intent and meaning of the provisions of the Community Documents, and the Association shall not thereby be deemed liable for any manner of trespass;
- (b) To bring appropriate legal proceedings, either at law or in equity, to enjoin, abate or remedy the continuance of any such breach; or
- (c) To bring appropriate legal proceedings, either at law or in equity, for specific performance of the Community Documents and the Rules.

Section 21.9 - Suspension of Privileges for Non-Payment or Breach

- (a) If a Unit Owner fails to pay any Common Expense Assessment, the Executive Board, after Notice and Hearing, may suspend any right or privilege of the Unit Owner and all occupants of the Unit, except as provided in Subsection 19.9(c), until such assessment is paid.
- (b) If a Unit Owner or occupant of the Unit breaches any provision of the Community Documents, the Executive Board, after Notice and Hearing, may suspend any right or privilege of the Unit Owner and all occupants of the Unit, except as provided in Subsection 19.9(c), for a period not to exceed the longer of thirty days or until the breach is cured.
- (c) The suspension of any right or privilege under this Section:
  - (i) Shall not deny a Unit Owner or other occupant of a Unit access to the Unit or the Limited Common Elements appurtenant to the Unit;

- (ii) Shall not suspend a Unit Owner's right to vote or participate in meetings of the Association;
- (iii) Shall not prevent a Unit Owner from seeking election as a director or officer of the Association;
- (iv) Shall not permit the Association to withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any Person;
- (v) Shall not take effect until ten days after the Executive Board notifies the Unit Owner of its decision to suspend the use of the Common Elements; and
- (vi) Shall not apply to the Declarant in the exercise of any Special Declarant Right.

## ARTICLE 22 Insurance

### Section 22.1 – Coverage.

- (a) The Association shall maintain, as set forth in Sections 22.1 through 22.4, to the extent reasonably available and subject to reasonable deductibles:
  - (i) Property insurance on the Common Elements, insuring against those risks of direct physical loss commonly insured against, which insurance, after application of any deductibles shall be not less than one hundred percent (100%) of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies;
  - (ii) Flood insurance in the event the condominium is located in a flood hazard area, as defined and determined by the National Flood Insurance Act, as amended, USC 42 Section 4101, P. L. 93-234; and
  - (iii) Commercial general liability insurance, including medical payments insurance, in an amount determined by the Executive Board but not less than any amount specified in this Amended Declaration, covering all occurrences commonly insured against for bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and of all Units; and
- (b) In the case of a building that contains Units divided by horizontal boundaries described in the Declaration, or by vertical boundaries that



comprise or are located within common walls between Units, the insurance maintained under subdivision (i) of subsection (a) of this section, to the extent reasonably available, shall include the Units, and all improvements and betterments installed by Unit Owners; unless the Executive Board, after Notice and Comment, elect to maintain insurance coverage on less than all improvements and betterments, provided that in the event the Common Interest Community contains more than twelve (12) Units, the Executive Board shall:

- (i) Prepare and maintain a schedule of the standard fixtures, improvements and betterments in the Units, including any standard wall, floor and ceiling coverings covered by the Association's property insurance policy;
- (ii) Provide such schedule at least annually to the Unit Owners in order to enable Unit Owners to coordinate their homeowners insurance coverage with the coverage afforded by the Association's property insurance policy; and
- (iii) Include such schedule in any resale certificate prepared pursuant to Section 47-270 of the Act, as amended.

- (c) If the insurance described in subsections (a) and (b) of this section is not reasonably available, the Association promptly shall cause notice of that fact to be given to all Unit Owners. The Association may carry any other insurance it considers appropriate to protect the Association or the Unit Owners.
- (d) Insurance policies carried pursuant to subsections (a) and (b) of this section shall provide that: (1) Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association; (2) the insurer waives its right to subrogation under the policy against any Unit Owner or member of his household; (3) no act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and (4) if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, subject to the provisions of this Amended Declaration.
- (e) Any loss covered by the property policy under subdivision (i) of subsection (a) and subsection (b) of this section shall be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of subsection

- (h) of this section, the proceeds shall be disbursed first for the repair or replacement of the damaged property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or replaced, or the Common Interest Community is terminated.
- (f) An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.
- (g) An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the Association and, on request made in a record, to any Unit Owner or holder of a security interest. The insurer issuing the policy may not cancel or refuse to renew it until sixty (60) days after notice of the proposed cancellation or nonrenewal has been mailed to the 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.
- (h) Duty to rebuild.
- (i) Any portion of the Common Interest Community for which insurance is required under this section which is damaged or destroyed shall be repaired or replaced promptly by the Association unless:
- (1) The Common Interest Community is terminated, in which case section 47-237 of the Act, as amended, applies,
  - (2) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety, or
  - (3) Eighty percent (80%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves, regardless of whether such excess is the result of the application of a deductible under insurance coverage, is a Common Expense.
- (ii) If the entire Common Interest Community is not repaired or replaced:
- (1) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community, and

(2) Except to the extent that other persons will be distributees:

- i. The insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear, and
  - ii. The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units.
- (iii) If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated on the vote as if the Unit had been condemned under subsection (a) of section 47-206 of the Act, as amended, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

#### Section 22.2 – Property Insurance.

(a) Property insurance covering:

- (i) The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any improvements and betterments, whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the undersurface of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and
- (ii) All personal property owned by the Association.

(b) Amounts.

- (i) The project facilities for an amount equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date.
- (ii) Personal property owned by the Association for an amount equal to its actual cash value.

- (c) Deductibles. The deductible may not exceed the lesser of
- (i) \$10,000, adjusted from January 1, 2000 in accordance with the provision of Section 47-213 of the Act, as amended; or
  - (ii) 1% of the replacement cost of the project facilities.
- (d) The Board of Directors is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.
- (e) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.
- (f) The name of the insured shall be substantially as follows:
- "The Fairways at Torrington Association Inc. for the use and benefit of the Individual Owners."

Section 22.3 – Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Board of Directors 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 Common Elements.

Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

- (a) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association.
- (b) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his or her household;
- (c) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
- (d) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (e) 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 the 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.

Section 22.4 – Fidelity Bonds. The Association shall carry, or cause to be carried, a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force and in no event less than the sum of three months assessments plus reserve funds. The bond shall include a provision that calls for thirty (30) days written notice to the Association, to each holder of a Security Interest in a Unit and to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Unit before the bond can be cancelled or substantially modified for any reason; except that if cancellation is for non-payment of premiums, only ten (10) days notice shall be required.

Section 22.5 – Unit Owner Policies.

- (a) Other Insurance. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.
- (b) Notice to Unit Owners. At least once in each calendar year, the Association shall give notice to each Unit Owner of the need to obtain individual coverage for repair costs that may be allocated against his or her Unit under the provisions of Subsection 19.2(i) and/or Subsection 19.2(f) and/or Subsection 23.2(b). However, the failure of the Association to furnish such notice shall not, in any way, prevent it from making the allocations provided for in those Subsections.

Section 22.6 – Workers' Compensation Insurance. The Board of Directors shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

Section 22.7 – Directors' and Officers' Liability Insurance. The Board of Directors shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Board of Directors may, from time to time, determine.

Section 22.8 – Other Insurance. The Association may carry other insurance which the Board of Directors considers appropriate to protect the Association or the Unit Owners.

Section 22.9 – Premiums. Insurance premiums shall be a Common Expense.

**ARTICLE 23**  
**Damage To or Destruction of Property**

Section 23.1 – Duty to Restore. Any portion of the Property for which insurance is required under Section 47-255 of the Act, as amended, or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association unless:

- (a) The Common Interest Community is terminated;
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (c) Eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 23.2 – Cost.

- (a) Except as Provided in Subsections 6.5, 19.2(i) and 23.2(b), the cost of Repair or Replacement in excess of insurance proceeds shall be a Common Expense assessed against all Units under Section 19.1.
- (b) Except as Provided in Subsections 6.5 & 19.2(i) the cost of Repair or Replacement in excess of insurance proceeds resulting from a deductible in the property insurance coverage which does not exceed the limits set out in Subsection 22.2(c) or so much of the deductible that does not exceed that limit, shall be allocated as follows:
  - (i) If the Repair or Replacement is entirely to the Common Elements, the excess shall be a Common Expense assessed against all Units under Section 19.1.
  - (ii) If the Repair or Replacement is entirely to a single Unit, the excess shall be assessed against the affected Unit only, under Subsection 19.2(f).
  - (iii) If the Repair or Replacement is to two or more Units or to one or more Units and the Common Elements, the excess shall be prorated among the affected Unit or Units and Common Elements as the case may be in the same proportion as the total cost of Repair or Replacement to each of the affected Units and Common Elements bears to the total cost of Repair or Replacement to all of the affected Units and Common Elements. In calculating this portion, the Association may rely on itemized bills or reports from the contractor or contractors making the repairs or on estimates prepared by an adjuster or construction estimator engaged by the company issuing the property insurance coverage required under Section 22.2 or engaged by the Association. The portion of the

excess allocated to an affected Unit under this Subsection 23.2(b)(iii) shall be assessed against the Unit under Section 19.2(f). The portion of the excess allocated to the Common Elements shall be assessed against all Units under Section 19.

Section 23.3 – Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors, a majority of Unit Owners and fifty-one percent (51%) of Eligible Mortgagees.

Section 23.4 – Replacement of Less Than Entire Property.

- (a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community;
- (b) Except to the extent that other persons will be distributees;
  - i. The insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and
  - ii. The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units;
- (c) If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated on the vote as if the Unit had been condemned under Subsection 47-206(c) of the Act, as amended, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 23.5 – Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Association, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 23.1(a) through Subsection 23.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

Section 23.6 – Certificates by the Board of Directors. A trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

- (a) Whether or not damaged or destroyed Property is to be repaired or restored;
- (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 23.7 – Certificates by Attorneys. If payments are to be made to Unit Owners or mortgagees, the Board of Directors, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the Land Records of the Town of Torrington from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

Section 23.8 – Unit Owner Duty to Restore. Each Unit Owner has the responsibility to insure his or her Unit and the duty to restore, repair or replace his or her Unit following any damage or destruction to the Unit subject to the other provisions of this Article 23 and other provisions of the Declaration.

## **ARTICLE 24**

### **Right to Notice and Comments; Notice and Hearing**

Section 24.1 – Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Community Documents require that an action be taken after Notice and Comment, and at any other time the Executive Board determines it is in the interest of the Association to do so, the Association shall give Notice to the Unit Owners at least ten days before the date on which the Executive Board will act. The Notice shall include:

- (a) A statement that the Executive Board is considering an amendment to the Bylaws, or the Rules, or other action;
- (b) A copy of the text of the proposed amendment, addition or deletion; and
- (c) The date on which the Executive Board will act on the proposal after considering comments from the Unit Owners;

### Section 24.2 – Procedures for Notice and Hearing – Generally

- (a) The procedures set out in this Section 24.2 shall be followed:
  - (i) Whenever the Community Documents require that an action be taken after Notice and Hearing; and
  - (ii) Before the Association brings an action or institutes a proceeding against a Unit Owner other than a Declarant, except if the action is brought to prevent immediate or irreparable harm or to foreclose a



lien for an assessment attributable to a Unit or fines imposed against a Unit Owner pursuant to the Documents.

- (c) The hearing must be held during a regular or special meeting of Executive Board.
- (d) Not less than 10 business days prior to the hearing, the Association shall send written notice of the hearing to the Unit Owner, and to any other parties the Association considers appropriate.
  - (i) The notice shall be sent to the Unit Owner by certified mail, return receipt requested, and by regular mail.
  - (ii) The notice given under this Subsection 24.2(c) shall be in addition to any other notice of the meeting of the Executive Board required to be given by Association.
- (e) The notice shall include the following:
  - (i) The date, time and place of the hearing;
  - (ii) A description of the alleged violation or the nature of the claim against the Unit Owner;
  - (iii) Instructions as to how the Unit Owner can participate in the hearing and present the Unit Owner's position; and
  - (iv) An explanation of the consequences of not participating in the hearing.
- (f) At the hearing, the Unit Owner shall have the right, personally or through a representative, to present information orally, in writing, or both, subject to reasonable rules of procedure established by the Executive Board to assure a prompt and orderly resolution of the issues. The Executive Board may also receive information from anyone else who, in the opinion of the Executive Board will assist it in making a decision. The hearing shall not be conducted as a formal trial. All information presented shall be considered in making a decision but shall not bind the decision makers.
- (g) The Executive Board shall make its decision and send notice of its decision within 30 days after the conclusion of the hearing.
- (h) The notice shall be sent to the Unit Owner by certified mail, return receipt requested, and by regular mail.

Section 24.3 – Procedures for Notice and Hearing – On the Request of a Unit Owner.

- (a) Any Unit Owner, other than the Declarant, seeking to enforce a right, grant or obligation imposed by the Act or the Community Documents against the Association or another Unit Owner, may submit a written request to the Association for a hearing. The request shall include:
- (i) A statement of the nature of the claim being made;
  - (ii) The names of the party or parties against whom the claim is being made; and
  - (iii) A reference to the provision or provisions of the Act or of the Community Documents on which the claim is based.
- (b) Not later than 30 days after the Association receives such request, it shall schedule a hearing to be held during a regular or special meeting of the Executive Board. The meeting must be held not more than 45 days after the Association receives the request.
- (c) Not less than 10 business days prior to the hearing, the Association shall send written notice of the hearing to the Unit Owner who requested the hearing, to any Unit Owner against whom a claim is being made, and to any other parties the Executive Board considers appropriate.
- (i) The notice shall be sent to the Unit Owner requesting the hearing and any Unit Owner against whom a claim is being made by certified mail, return receipt requested and by regular mail;
  - (ii) The notice shall be sent to any other parties entitled to notice by regular mail; and
  - (iii) The notice given under this subsection shall be in addition to any other notice of the meeting of the Executive Board required to be given by the Community Documents or by applicable law.
- (d) The notice shall include the following:
- (i) The date, time and place of the hearing;
  - (ii) A copy of the request received by the Association under Subsection 24.3(a) above; and
  - (iii) If the notice is sent to anyone other than the Unit Owner who requested the hearing, it shall also include copies of any other material submitted by the Unit Owner requesting the hearing to the Association in connection with the request.

- (e) At the hearing, the Unit Owner requesting the hearing and the Unit Owner, if any, against whom the claim is made shall have the right, personally or through a representative, to present information orally, in writing, or both, subject to reasonable rules of procedure established by the Executive Board to assure a prompt and orderly resolution of the issues. The Executive Board may also receive information from anyone else which, in the opinion of the Executive Board, will assist it in making a decision. The hearing shall not be conducted as a formal trial. All information presented shall be considered in making a decision but shall not bind the decision makers.
- (f) The Executive Board shall make its decision and send notice of its decision within thirty days after the conclusion of the hearing.
  - (i) The notice shall be sent to the Unit Owner requesting the hearing and any Unit Owner against whom a claim is being made by certified mail, return receipt requested, and by regular mail; and
  - (ii) The notice shall be sent by regular mail to any other parties given notice of the hearing under Subsection 24.3(c).

## **ARTICLE 25**

### **Open Meeting**

Section 25.1 – Access. All meetings of the Board of Directors at which action is to be taken by vote at such meeting shall be open to the Unit Owners, except as hereafter provided.

Section 25.2 – Notice. Notice of every such meeting shall be given in accordance with the provisions of the ByLaws.

Section 25.3 – Executive Sessions. Meetings of the Board of Directors may be held in executive session, only in accordance with the provisions of the ByLaws concerning executive sessions and/or as provided by the Act, as amended.

## **ARTICLE 26**

### **Board of Directors**

Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws, or the Act. The Executive Board acts only pursuant to the procedures set out in the Declaration, the Bylaws, the Association's certificate of incorporation or the Act. The activities of the Association are administered by its officers and designated agents in performing their authorized functions. The Executive Board shall have, subject to the limitations contained in this 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 power to do the following:

- (a) Shall adopt and may amend Bylaws, and may adopt and amend Rules;
- (b) Shall adopt and may amend budgets, may adopt and amend special assessments, and may invest funds of the Association;
- (c) May collect assessments for Common Expenses from unit owners;
- (d) May hire and discharge managing agents and other employees, agents and independent contractors;
- (e) May institute, defend or intervene in litigation or in arbitration, mediation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Common Interest Community, subject to the limitations placed on the authority to institute and maintain proceedings alleging construction defects set out in Section 47-261f of the Act;
- (f) May make contracts and incur liabilities;
- (g) May regulate the use, maintenance, repair, replacement and modification of Common Elements;
- (h) May cause additional improvements to be made as a part of the Common Elements;
- (i) May acquire, hold, encumber and convey in its own name any right, title or interest to real property or personal property, but the Common Elements may be conveyed or subjected to a security interest only pursuant to Section 47-254 of the Act.
- (j) May grant easements, for any period of time including permanent easements, and leases, licenses and concessions for no more than one year through or over the Common Elements;
- (k) 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 Subdivisions (2) and (4) of Section 47-221 of the Act, and for services provided to Unit Owners;
- (l) May impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, Bylaws, and Rules of the Association;
- (m) May impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 47-270 of the Act or statements of unpaid assessments;

- (n) May provide for the indemnification of its officers and Executive Board and maintain directors' and officers' liability insurance;
- (o) Subject to Subsection 47-261e(d) of the Act and Article XVIII of the Declaration, may assign its right to future income, including the right to receive Common Expense assessments;
- (p) May exercise any other powers conferred by the Declaration or Bylaws;
- (q) May exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (r) May exercise any other powers necessary and proper for the governance and operation of the Association;
- (s) May require, by regulation, that disputes between the Executive Board and Unit Owners or between two or more Unit Owners regarding the Common Interest Community must be submitted to nonbinding alternative dispute resolution in the manner described in the regulation as a prerequisite to commencement of a judicial proceeding; and
- (t) May suspend any right or privilege of a Unit Owner who fails to pay an assessment, but may not:
- (u) Deny a Unit Owner or other occupant access to the Owner's Unit or its Limited Common Elements;
  - (i) Suspend a Unit Owner's right to vote or participate in meetings of the Association;
  - (ii) Prevent a Unit Owner from seeking election as a Director or officer of the Association; or
  - (iii) Withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any person.
- (v) By resolution, establish committees of Directors, 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 days of publication of such notice,

and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

(w) By resolution, establish committees.

#### Section 23.2 - Executive Board Limitations

The Executive Board may not act on behalf of the Association:

- (a) To amend this Declaration,
- (b) To terminate the Common Interest Community,
- (c) To elect Directors, but the Executive Board may fill vacancies in its membership until the next meeting at which Directors are elected, or
- (d) To determine the qualifications, powers and duties, or terms of office of Directors.

### **ARTICLE 27 Condemnation**

If any or all of the Common Interest Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking power shall be in accordance with Section 47-206 of the Act, as amended.

### **ARTICLE 28 Miscellaneous**

Section 28.1 – Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents or the intent of any provision thereof.

Section 28.2 – 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 the Documents so requires.


Section 28.3 – Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 28.4 – Invalidity. The invalidity of any provision of the Documents 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 the Documents shall continue in full force and effect.

Section 28.6 – Execution of Documents. The President or Secretary of the Association is responsible for preparing, executing, filing and recording amendments to the Documents.

By: Constance D. Hall  
Constance D. Hall  
Its President

June 9, 2014

  
\_\_\_\_\_  
Franklin G. Pilicy  
Commissioner of the Superior Court

**Schedule A-1**  
**Description of Land**

That certain piece or parcel of land, shown as "Eastlawn Woods Executive Community Phase 1 28.572 acres" as shown on a map entitled "Map Prepared for Jonas Bastys and Hubert Bartzick Toringford West Street Torrington, Connecticut Scale 1" = 133' ± July 1984, Sheet No. 1 of 1, Job No. 1168, William A. Berglund, Registered Land Surveyor, Torrington, Connecticut," and filed as Map No. in the Office of the Town Clerk of the City of Torrington. See also map entitled "Phase 1 – Cluster 1 Eastlawn Woods Executive Community, Toringford West Street, Torrington, Connecticut, Scale 1" = 40' August, 1985 Sheet No. 1 of 2, and 2 of 2 Job No. 1168 William A. Berglund Registered Land Surveyor Torrington, Connecticut," and filed as Map No. in the office of the Town Clerk of the City of Torrington. Said premises are more particularly described on said map entitled "Map Prepared for Jonas Bastys and Hubert Bartzick Toringford West Street Torrington, Connecticut, Scale 1" = 133' ± July, 1984, Sheet No. 1 of 1, Job No. 1168, William A. Berglund, Register Land Surveyor, Torrington, Connecticut" as follows:

Beginning at a point marked by an existing drill hole in stone pile which point also marks the southwesterly corner of the herein described premises; thence, North 12°59'18"E. 300.913 feet to a point marked by an existing drill hole in stone monument; thence North 12°10'02"E. 484.556 feet to a point marked by an existing iron pipe in stone file; thence North 9°50'39"E. 50.620 feet to a point marked by an existing stone monument; thence South 80°01'59"E. 1229.771 feet to a point; thence South 83°00'35"E. 383.068 feet to a point; thence along a curve to the right with a radius of 170.00 feet, an arc length of 125.782 feet and a chord length of 122.932 feet along a chord bearing South 61°48'48"E. to a point; thence South 74°50'00"E. 99.573 feet to a point; thence South 9°30'00"E. 500.00 feet to a point; thence in a westerly direction, North 86°32'19"W. 45.00 feet to a point marked by an iron pin set; thence N. 20°47'56"W. 554.417 feet to a point marked by an iron pin set; thence North 82°40'08"W. 294.925 feet to a point marked by an existing drill hole; thence South 11°40'27"W. 230.534 feet to a point marked by an iron pin set; thence South 12°14'58"W. 352.946 feet to a point marked by an iron pin set; thence South 16°14'12"W. 257.077 feet to a point marked by an existing iron pipe; thence North 78°18'56"W. 875.022 feet to a point marked by an existing iron pipe; thence North 77°51'21"W. 483.037 feet to the point and place of beginning.

Said property is subject to the following:

1. Any and all provisions of any ordinance, municipal regulation, public or private law, inclusive of zoning, inland-wetlands, building and planning laws, rules and regulations as established in and for the City of Torrington.
2. Taxes due the City of Torrington, including taxes resulting from any reassessment or reallocation from the creation of the Common Interest Community, which becomes due and payable after the date of the delivery of the unit deed.



3. Taxes due the City of Torrington, including taxes resulting from the issuance of a certificate of occupancy for any unit pursuant to Section 11-53a of the General Statutes, which become due and payable after the date of delivery of this deed.
4. Such state of facts as are shown on a survey entitled "Map Prepared for Jonas Bastys and Hubert Bartzick Tarringford West Street Torrington, Connecticut Scale 1"=133' ± July 1984, Sheet No. 1 of 1, Job No. 1168, William A. Berglund, Registered Land Surveyor, Torrington, Connecticut."
5. Any present or future assessments for sewer benefits which may be levied against units or the condominium association.
6. Utility easements and consents for utilities to be installed for the purpose of servicing (i) the units constructed or to be constructed in the condominium, and (ii) the common areas; and further, an easement granted to Connecticut Light and Power Company recorded on December 6, 1984, in Volume 372, Page 1026 of the Torrington Land Records; a utility easement granted to Connecticut Light and Power Company recorded on July 9, 1985, at Volume 378, Page 960 of the Torrington Land Records.
7. Any other exceptions to title of a temporary nature, provided the declarant's title insurance company will give affirmative insurance with respect to such title exception without additional cost for such coverage to buyers.
8. Rights of the declarant or its designees as set forth in the declaration of by-laws of the Condominium Association.
9. Utility, gas, electric, telephone and cable television easements and access to such services for purposes of maintenance, operation, and repair by each unit owner being serviced thereby, and/or the common interest community or its agent for designee.

#### ADDITIONAL LAND:

That certain piece or parcel of land, shown as "Phase 2" on a map entitled "Map Prepared for Jonas Bastys and Hubert Bartzick Tarringford West Street Torrington, Connecticut Scale 1" = 133 ± dated July 1984, Sheet No. 1 of 1 Job No. 1168 William A. Berglund Registered Land Surveyor Torrington, Connecticut," is hereby referenced and incorporated herein as if fully set forth herein. Said parcel of land is also described as "(Additional Land)." The easterly boundary of said premises shown as "Phase 2" is not to be construed as an accurate demarcation line of Phase 2 and the golf course located immediately to the east of Phase 2, but is merely a close approximation of the actual border between the two parcels. In the event a future development of Phase 2 necessitates a more accurate easterly boundary line, the above mentioned map will be amended to reflect such changes.

#### ADDITIONAL LAND:

That certain piece or parcel of land designated as "Portion of Phase 2 Proposed to be Added to Phase 1" as shown on a certain map entitled "Proposed Change in Phase Line THE FAIRWAYS AT TORRINGTON ASSOCIATION, INC., Property of L.G.M. Associates at Torrington Tarringford West Street and Baltic Road Torrington,

Connecticut Scale 1" = 40' October 1087 Sheet No. 1 of 1 Job No. 1168 William A. Berglund Licensed Land Surveyor Torrington, Connecticut and filed in the office of the Town Clerk of the City of Torrington as Map No." and more particularly described as follows:

Beginning at an existing iron pin in stone pile; thence in a northerly direction along land now or formerly of the City of Torrington N. 09°50'39"E. 50.62 feet to a point marked by an existing stone monument which point also marks the point and place of beginning; thence in an easterly direction along land now or formerly of L.G.M. Associates at Torrington and designated as "Phase 2" as shown on said map and also shown as "Proposed Phase Line" as shown on said map S. 89°50'05"E. 554.37 feet to a point; thence in a southeasterly direction along land now or formerly of L.G.M. Associates at Torrington and as shown as "Proposed Phase Line" as shown on said map S. 51°29'15"E. 197.50 feet to a point which marks the southeasterly corner of the herein described premises and the southwesterly corner of premises now or formerly of Jonas Bastys and Hubert Bartzick; thence in a westerly direction along land designated as "Phase 1-Cluster 3" as shown on said map and also shown as "Original Phase Line" as shown on said map, N. 80°01'59"W. 719.77 feet to the point and place of beginning.

**Schedule A-2**  
**TABLE OF INTERESTS**

Building No.	Unit No.	Unit Type	Percentage Share of Common Elements & Expenses	Vote in the Affairs of the Association	Assigned Storage Areas (LCE)
1	1	Pinehurst	1/162	1	
1	2	Pinehurst	1/162	1	
1	3	Augusta	1/162	1	
1	4	Augusta	1/162	1	
1	5	Colonial	1/162	1	
1	6	Colonial	1/162	1	
2	19	Pinehurst 2	1/162	1	
2	20	Pinehurst 2	1/162	1	
2	21	Pinehurst 2	1/162	1	
2	22	Pinehurst	1/162	1	
2	23	Pinehurst	1/162	1	
2	24	Pinehurst	1/162	1	
3	7	Colonial	1/162	1	
3	8	Colonial	1/162	1	
3	9	Colonial	1/162	1	
3	10	Colonial	1/162	1	
3	11	Colonial	1/162	1	
3	12	Colonial	1/162	1	
4	13	Augusta	1/162	1	
4	14	Augusta	1/162	1	
4	15	Augusta	1/162	1	
4	16	Augusta	1/162	1	
4	17	Augusta	1/162	1	
4	18	Augusta	1/162	1	
5	501	Avon	1/162	1	
5	502	Avon	1/162	1	
5	503	Sharon	1/162	1	
5	504	Sharon	1/162	1	
6	601	Litchfield	1/162	1	S601
6	602	Litchfield	1/162	1	S602
6	603	Litchfield	1/162	1	S603
6	604	Litchfield	1/162	1	S604
6	605	Litchfield	1/162	1	S605
6	606	Kent	1/162	1	S606
6	607	Litchfield	1/162	1	S607
6	608	Litchfield	1/162	1	S608
6	609	Litchfield	1/162	1	S609
6	610	Kent	1/162	1	S610
7	701	Kent	1/162	1	S701
7	702	Litchfield	1/162	1	S702
7	703	Litchfield	1/162	1	S703
7	704	Litchfield	1/162	1	S704
Building	Unit No.	Unit Type	Percentage Share of	Vote in the	Assigned

No.			Common Elements & Expenses	Affairs of the Association	Storage Areas (LCE)
7	705	Kent	1/162	1	S705
7	706	Litchfield	1/162	1	S706
7	707	Litchfield	1/162	1	S707
7	708	Litchfield	1/162	1	S708
7	709	Kent	1/162	1	S709
7	710	Litchfield	1/162	1	S710
7	711	Litchfield	1/162	1	S711
7	712	Litchfield	1/162	1	S712
8	801	Litchfield	1/162	1	S801
8	802	Litchfield	1/162	1	S802
8	803	Kent	1/162	1	S803
8	804	Litchfield	1/162	1	S804
8	805	Litchfield	1/162	1	S805
8	806	Litchfield	1/162	1	S806
8	807	Kent	1/162	1	S807
8	808	Litchfield	1/162	1	S808
8	809	Litchfield	1/162	1	S809
8	810	Litchfield	1/162	1	S810
9	901	Litchfield	1/162	1	S901
9	902	Litchfield	1/162	1	S902
9	903	Kent	1/162	1	S903
9	904	Litchfield	1/162	1	S904
9	905	Litchfield	1/162	1	S905
9	906	Litchfield	1/162	1	S906
9	907	Kent	1/162	1	S907
9	908	Litchfield	1/162	1	S908
9	909	Litchfield	1/162	1	S909
9	910	Litchfield	1/162	1	S910
10	1001	Avon	1/162	1	
10	1002	Avon	1/162	1	
10	1003	Sharon	1/162	1	
10	1004	Sharon	1/162	1	
10	1005	Avon	1/162	1	
10	1006	Avon	1/162	1	
11	1101	Avon	1/162	1	S1101
11	1102	Avon	1/162	1	S1102
11	1103	Sharon	1/162	1	S1103
11	1104	Sharon	1/162	1	S1104
11	1105	Avon	1/162	1	S1105
11	1106	Avon	1/162	1	S1106
12	1201	Litchfield	1/162	1	S1201
12	1202	Litchfield	1/162	1	S1202
12	1203	Kent	1/162	1	S1203
12	1204	Litchfield	1/162	1	S1204
12	1205	Litchfield	1/162	1	S1205
12	1206	Litchfield	1/162	1	S1206
Building No.	Unit No.	Unit Type	Percentage Share of Common Elements &	Vote in the Affairs of the	Assigned Storage Areas

			Expenses	Association	(LCE)
12	1207	Kent	1/162	1	S1207
12	1208	Litchfield	1/162	1	S1208
12	1209	Litchfield	1/162	1	S1209
12	1210	Litchfield	1/162	1	S1210
14	1401	Avon	1/162	1	
14	1402	Avon	1/162	1	
14	1403	Sharon	1/162	1	
14	1404	Sharon	1/162	1	
14	1405	Avon	1/162	1	
14	1406	Avon	1/162	1	
15	1501	Norfolk	1/162	1	
15	1502	Norfolk	1/162	1	
15	1503	Norfolk	1/162	1	
15	1504	Norfolk	1/162	1	
15	1505	Norfolk	1/162	1	
15	1506	Cornwall	1/162	1	
15	1507	Cornwall	1/162	1	
15	1508	Cornwall	1/162	1	
15	1509	Cornwall	1/162	1	
15	1510	Cornwall	1/162	1	
15	1511	Winchester	1/162	1	
15	1512	Winchester	1/162	1	
16	1601	Avon	1/162	1	S1601
16	1602	Avon	1/162	1	S1602
16	1603	Sharon	1/162	1	S1603
16	1604	Sharon	1/162	1	S1604
16	1605	Avon	1/162	1	S1605
16	1606	Avon	1/162	1	S1606
17	1701	Avon	1/162	1	S1701
17	1702	Avon	1/162	1	S1702
17	1703	Sharon	1/162	1	S1703
17	1704	Sharon	1/162	1	S1704
18	1801	Avon	1/162	1	
18	1802	Avon	1/162	1	
18	1803	Sharon	1/162	1	
18	1804	Sharon	1/162	1	
18	1805	Avon	1/162	1	
18	1806	Avon	1/162	1	
19	1901	Avon	1/162	1	
19	1902	Avon	1/162	1	
19	1903	Sharon	1/162	1	
19	1904	Sharon	1/162	1	
19	1905	Avon	1/162	1	
19	1906	Avon	1/162	1	
20	2001	Norfolk	1/162	1	
20	2002	Norfolk	1/162	1	
Building No.	Unit No.	Unit Type	Percentage Share of Common Elements & Expenses	Vote in the Affairs of the Association	Assigned Storage Areas (LCE)

20	2003	Norfolk	1/162	1	
20	2004	Norfolk	1/162	1	
20	2005	Norfolk	1/162	1	
20	2006	Cornwall	1/162	1	
20	2007	Cornwall	1/162	1	
20	2008	Cornwall	1/162	1	
20	2009	Cornwall	1/162	1	
20	2010	Cornwall	1/162	1	
20	2011	Winchester	1/162	1	
20	2012	Winchester	1/162	1	
21	2101	Avon	1/162	1	
21	2102	Avon	1/162	1	
21	2103	Sharon	1/162	1	
21	2104	Sharon	1/162	1	
21	2105	Avon	1/162	1	
21	2106	Avon	1/162	1	
22	2201	Avon	1/162	1	
22	2202	Avon	1/162	1	
22	2203	Sharon	1/162	1	
22	2204	Sharon	1/162	1	
22	2205	Avon	1/162	1	
22	2206	Avon	1/162	1	
23	2301	Avon	1/162	1	
23	2302	Avon	1/162	1	
23	2303	Sharon	1/162	1	
23	2304	Sharon	1/162	1	
23	2305	Avon	1/162	1	
23	2306	Avon	1/162	1	