

THE FAIRWAYS AT
TORRINGTON
CONDOMINIUM
ASSOCIATION, INC.

DOCUMENTS

ST. ANDREWS CLOSE, ROCKLEDGE LOOP,
BERKSHIRE OVAL, TAMARACK COURT,
INVERRARY COURT, SPYGLASS COURT,
CYPRESS COURT
TORRINGTON, CT 06790

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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 28.5 – Conflict. The Documents are intended to comply with the requirements of the Act, as amended, and Chapter 600 of the Connecticut General Statutes. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.


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.

IN WITNESS WHEREOF, the Association has caused this Amended Declaration to be executed this 9th day of June, 2014.

Signed and Delivered
In the presence of:

THE FAIRWAYS AT TORRINGTON
ASSOCIATION, INC.



Franklin G. Pilicy


Alexa DeLaurentis

By: 

Constance D. Hall
Its President


STATE OF CONNECTICUT)

) ss: Watertown

June 9, 2014

COUNTY OF LITCHFIELD)

On the 9th day of June, 2014, before me, personally appeared Constance D. Hall, President of The Fairways at Torrington Association, Inc., a corporation, Signer and Sealer of the foregoing Instrument and acknowledged the same to be her free act and deed as such President and the free act and deed of said corporation, before me.



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 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."
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 Toringford 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 Toringford 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 long 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	\$1207
12	1208	Litchfield	1/162	1	\$1208
12	1209	Litchfield	1/162	1	\$1209
12	1210	Litchfield	1/162	1	\$1210
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	\$1601
16	1602	Avon	1/162	1	\$1602
16	1603	Sharon	1/162	1	\$1603
16	1604	Sharon	1/162	1	\$1604
16	1605	Avon	1/162	1	\$1605
16	1606	Avon	1/162	1	\$1606
17	1701	Avon	1/162	1	\$1701
17	1702	Avon	1/162	1	\$1702
17	1703	Sharon	1/162	1	\$1703
17	1704	Sharon	1/162	1	\$1704
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	

AMENDED BYLAWS
OF
THE FAIRWAYS AT TORRINGTON ASSOCIATION, INC.

ARTICLE 1
Introduction

Section 1.1 – Identification. These are the Amended Bylaws of The Fairways at Torrington Association, Inc. ("Association"), a nonstock corporation established and existing under the Connecticut Revised Nonstock Corporation Act, Chapter 602 of the Connecticut General Statutes, as amended, (the "Nonstock Corporation Act"), which is the association of Unit Owners of The Fairways at Torrington Condominium (the "Common Interest Community") established pursuant to the Connecticut Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, as amended, (the "Act").

Section 1.2 – Effect of Declaration. The terms and provisions of these Bylaws are subject to the terms, provisions, conditions, and authorizations of the Declaration establishing the Common Interest Community, as the same may be amended. The definitions of words used in these Bylaws that are not defined in these Bylaws and that are defined in the Declaration shall apply to such words in these Bylaws. In case of conflict, the definition in the Declaration shall control.

Section 1.3 – Subject to the Documents. All present and future owners, mortgagees, lessees and occupants of the Units and their employees, and any other persons who use the facilities or the Property in any manner, are subject to these ByLaws, the Declaration and the Rules, except as otherwise provided in the ByLaws and Declaration.

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

ARTICLE 2
Board of Directors

Section 2.1 – Number and Qualifications. (a) The affairs of the Association shall be governed by an Executive Board consisting of five (5) persons, all of whom shall be Unit Owners. For the purpose of determining qualification to be a Director, a "Unit Owner" is, in the case of a Unit owned by a corporation, partnership, limited liability company, trust, or other legal entity, any officer, partner, member, manager, trustee or employee of that entity, as designated in writing by the entity.

(b) The members of the Executive Board shall be elected by the Unit Owners for terms of two (2) years.

- (c) At any meeting at which Board Members are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with the Act, the Declaration, these Bylaws, or the Nonstock Corporation Act.
- (d) Directors shall take office upon their election. The terms of at least two (2) of the members of the Board of Directors shall expire annually, as established in a resolution of the members setting terms. Despite the expiration of a Director's term, the incumbent Director continues to serve until such Director's successor is elected and qualifies or the number of directorships is decreased.
- (e) The Board of Directors shall elect the officers. The Board of Directors members and officers shall take office upon election.
- (f) For purposes of electing Board Members the Association shall call and give not less than ten (10) nor more than sixty (60) days notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.
- (g) As provided in §47-245(j) of the Act, no person shall provide or offer to any Executive Board member or a person seeking election as an Executive Board member, and no Executive Board member or person seeking election as an Executive Board member shall accept, any item of value based on any understanding that the vote, official action, or judgment of such member or person seeking election would be or has been influenced thereby.

Section 2.2 – Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, the Bylaws, or the Act. The Executive Board 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 the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include, but not be limited to, the 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 the Declaration, Bylaws, and Rules of the Association;
- (m) May impose reasonable charges for the preparation and recordation of amendments to the 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 the Declaration and Subsection 47-261e(d) of the Act, 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;
- (t) May suspend any right or privilege of a Unit Owner who fails to pay an assessment, but may not:
 - (i) Deny a Unit Owner or other occupant access to the Owner's Unit or its Limited Common Elements;
 - (ii) Suspend a Unit Owner's right to vote or participate in meetings of the Association;
 - (iii) Prevent a Unit Owner from seeking election as a Director or officer of the Association; or
 - (iv) 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.
- (u) By resolution, establish committees of Directors, pursuant to the provisions of Article III below.
- (v) The Board of Directors shall establish a written collection policy for all sums owed the Association in accordance with the provisions of Section 47-258 of the Act, as amended. A copy of the collection policy shall be available to all Unit Owners upon request.
- (w) May adopt and enforce Maintenance Standards for Units.
- (x) The Executive Board promptly shall provide notice to the Unit Owners of any legal proceeding in which the Association is a party other than proceedings involving enforcement of Rules, recovery of unpaid assessments or other sums due the Association, or defense

of the Association's lien on a unit in a foreclosure action commenced by a third party.

- (y) If a tenant of a Unit Owner violates the Declaration, ByLaws or Rules and Regulations of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may:
 - (i) Exercise directly against the tenant the powers described in subdivision (l) of this section 2.2;
 - (ii) After giving notice to the tenant and the Unit Owner and an opportunity to be heard, levy reasonable fines against the tenant or Unit Owner, or both, for the violation; and
 - (iii) Enforce any other rights against the tenant for the violation which the Unit Owner as landlord could lawfully have exercised under the lease, including any such right to bring a summary process action under Connecticut General Statutes Chapter 832.
 - (iv) The rights referred to in subdivision (iii) of subsection (y) of this section may only be exercised if the tenant or Unit Owner fails to cure the violation within ten days after the Association notifies the tenant and Unit Owner of that violation.
- (z) Unless a lease otherwise provides, this section does not:
 - (i) Affect rights that the Unit Owner has to enforce the lease or that the Association has under other law; or
 - (ii) Permit the Association to enforce a lease to which it is not a party except to the extent that there is a violation of the Declaration, ByLaws or Rules and Regulations.
- (aa) The Executive Board may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commencing an action for a violation of the Declaration, ByLaws and Rules and Regulations, including whether to compromise any claim for unpaid assessments or other claim made by or against it. The Executive Board does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented:
 - (i) The Association's legal position does not justify taking any or further enforcement action;

- (ii) The covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with law;
 - (iii) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or
 - (iv) It is not in the Association's best interests to pursue an enforcement action.
- (bb) The Executive Board's decision under subsection (f) of this section not to pursue enforcement under one set of circumstances does not prevent the Executive Board from taking enforcement action under another set of circumstances, except that the Executive Board may not be arbitrary or capricious in taking enforcement action.

Section 2.3 – Executive Board Limitations.

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

- (a) To amend the 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.

Section 2.4 – Manager. The Board of Directors may employ for the Common Interest Community, a manager at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize.

Section 2.5 – Standard of Care. The Executive Board shall exercise the degree of care and loyalty to the Association required of an officer or director of a corporation organized under the Nonstock Corporation Act. In addition, and without limiting other provisions of law that apply to Directors, the provisions of §§33-1127 et seq. of the Nonstock Corporation Act, relating to director's conflicting interest transactions, are applicable to all Directors.

Section 2.6 – Personal Action Required of Directors. Directors may not attend meetings of Directors or otherwise act in their capacity as a director through a power of attorney, proxy, or other delegation of authority. Nor may a Director or the Executive Board designate one or more alternates to act in the place of an absent Director. The position of Director is one of personal trust that requires personal action by the individual holding that position.

Section 2.7 – Removal of Members of the Board of Directors.

- (a) The Unit Owners present in person or by proxy at a meeting at which a quorum is present, or voting by ballot as provided in these Bylaws and the Act, may remove any member of the Executive Board, with or without cause, if the number of votes cast in favor of removal exceeds the number of votes cast in opposition to removal, except that the Unit Owners may not consider whether to remove a member of the Executive Board at a meeting of Unit Owners unless that subject was listed in the notice of the meeting or in the notice of vote by ballot.
- (b) At any meeting at which a vote to remove a member of the Executive Board, the member being considered for removal must have a reasonable opportunity to speak before the vote is taken. If the vote is taken by ballot, the member being considered for removal shall be given a reasonable opportunity to deliver information to the unit owners as provided in the provisions of the Act and these Bylaws relating to votes by ballot.

Section 2.8 – Vacancies. Vacancies in the Executive Board may be filled as follows:

- (a) If the vacancy occurs when all Directors are elected by Unit Owners, then:
 - (i) If the vacancy was not created by the removal of the Director by the Unit Owners, the vacancy may be filled for the time specified in Section 2.2(c) by vote of a majority of the remaining directors at a special meeting of the Executive Board held for that purpose at any time after the occurrence of the vacancy, even though the Directors present at such meeting may constitute less than a quorum.
 - (ii) If the vacancy was created by the removal of a Director by the Unit Owners, then the vacancy shall be filled by vote of the Unit Owners. Such vote may be taken at the meeting at which the Director is removed, or by the same ballot by which the Director was removed, or a subsequent ballot vote, or at a special or annual meeting of Unit Owners following the creation of the vacancy.
- (b) Each person so elected or appointed by the Executive Board pursuant to Section 2.8 (a) above shall be a Director for the unexpired term of the directorship being filled or, if earlier, until the next regularly scheduled meeting at which Directors are elected, at which time the Unit Owners shall elect a Director to serve the remainder of the term, if any. Each person so elected by Unit Owners shall serve the unexpired portion of the term of the Director being replaced.

Section 2.9 – Executive Board Meetings.

- (a) First Meeting after Unit Owners Annual Meeting. The first regular meeting of the Executive Board following each annual meeting of the Unit Owners shall be the organizational meeting held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at the meeting at which such Executive Board or members of it shall have been elected or, if no time and place is so fixed by the Unit Owners, then as determined by the president of the Association.
- (b) Regular Meetings. The Executive Board may set a schedule of regular meetings by resolution. The schedule of Executive Board meetings shall be given to Unit Owners. Notwithstanding any actions taken by the Executive Board by unanimous consent, there shall be at least two regular meetings of the Executive Board each year.
- (c) Special Meetings. Special meetings of the Executive Board may be called by the President or by a majority of the Directors.

Section 2.10 – Open Meetings.

- (a) Except during executive sessions, all meetings of the Executive Board or any committee established by the Executive Board that is designated to act for the Executive Board in the exercise any of the powers of the Executive Board under the Declaration shall be open to all Unit Owners and to a representative designated by a Unit Owner
- (b) At each Executive Board meeting, the Executive Board shall provide a reasonable opportunity for Unit Owners to comment regarding any matter affecting the Common Interest Community and the Association.
- (c) This opportunity may be in the form of a comment period at a designated time during the meeting. The Executive Board may adopt reasonable rules and procedures for the conduct of the comment period, including limitations on the length of the comment period and the length of individual comments.
- (d) Nothing in this Section shall permit Unit Owners who are not members of the Executive Board to participate in the conduct of Executive Board meetings outside of any comment period or other opportunities for comment and input established by the Executive Board.
- (e) A gathering of Executive Board members at which the Executive Board members do not conduct Association business is not a meeting of the Executive Board. The Executive board and its members may not use incidental or social gatherings of Executive Board members or any other method to evade the open meeting requirements of this Section.

Section 2.11– Executive Sessions. The Executive Board and those committees established by the Executive Board that is designated to act for the Executive Board in the exercise any of the powers of the Executive Board under the Declaration may hold

an executive session only during a regular or special meeting of the Executive Board or such committee. No final vote or action may be taken during an executive session. An executive session may be held only to:

- (i) consult with the Association's attorney concerning legal matters;
- (ii) discuss existing or potential litigation or mediation, arbitration or administrative proceedings;
- (iii) discuss labor or personnel matters;
- (iv) discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or
- (v) prevent public knowledge of the matter to be discussed if the executive board or committee determines that public knowledge would violate the privacy of any person.

Section 2.12 – Location of Meetings. All meetings of the Executive Board shall be held at the Common Interest Community, in the Town in which the Common Interest Community is located, in a neighboring town, or at some other suitable place that is reasonably convenient to the Common Interest Community.

Section 2.13 – Notices of Meetings.

- (a) Unless the meeting is included in a schedule given to the Unit Owners or the meeting is called to deal with an emergency, the secretary shall give notice of each Executive Board meeting to each Executive Board Member and to the Unit Owners. The notice shall be given at least five (5) days before the meeting and shall state the time, date, place and agenda of the meeting, except that notice of a meeting to adopt, amend or repeal a Rule is governed by the Declaration and the ByLaws and notice of an Executive Board meeting to adopt, amend or repeal any Bylaw is governed by the Bylaws. If notice of the meeting is included in a schedule given to the Unit Owners, the secretary or other officer specified in the bylaws shall make available an agenda for such meeting to each Board Member and to the Unit Owners not later than forty-eight hours prior to the meeting.
- (b) Special meetings of the Executive Board to deal with an emergency situation that requires consideration or action by the Executive Board sooner than could be accommodated if the notice requirements of subsection (a) had to be observed, may be called by the president or a majority of the directors on such notice as the authority calling the meeting deems appropriate in the circumstances. Notice of matters considered and actions taken, if any, at the meeting shall be provided to the Unit Owners.

- (c) If any materials are distributed to the Executive Board before the meeting, the Executive Board at the same time shall make copies of those materials reasonably available to Unit Owners, except that the Executive Board need not make available copies of materials that are to be considered in executive session.

Section 2.14 – Waiver of Notice. Any Director may waive notice of any meeting. The waiver must be in writing, signed by the Director and filed with the minutes of the meeting. Attendance by a Director at any meeting of the Executive Board shall constitute a waiver of notice unless the Director, at the beginning of the meeting, or promptly after his or her arrival, objects to holding the meeting, or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. Neither a Director nor the Executive Board may waive the notice of Executive Board meetings that is required to be provided to Unit Owners.

Section 2.15 – Meetings by Telephonic, Video or Other Conferencing Process. The Executive Board may meet by telephonic, video or other conferencing process if:

- (a) The meeting notice states the conferencing process to be used and provides information explaining how Unit Owners may participate in the conference directly or by meeting at a central location or conference connection; and
- (b) The process provides all Unit Owners the opportunity to hear or perceive the discussion and offer comments regarding any matter affecting the Common Interest Community and the Association to the same extent as at in-person Executive Board meetings.

Section 2.16 – Quorum and Voting.

- (a) A quorum of the Executive Board for the taking of any action by the Executive Board at any meeting is present only if a majority of the members of the Executive Board is present at the time a vote regarding the action is taken.
- (b) Each Director shall have one equal vote on matters voted on by the Executive Board or Special Board Committee of the Executive Board that is authorized to act on behalf of the Executive Board pursuant to Subsection Section 3.1.
- (c) If a quorum is present at any meeting of the Executive Board when a vote is taken, the affirmative vote of a majority of the members of the Executive Board present at the time of the vote is the act of the Executive Board, unless the Declaration or other provisions of these Bylaws requires a greater vote.
- (d) Unless the Executive Board is meeting by telephonic, video or other conferencing process, some, but not all of the Directors, may participate in a regular or special meeting by, or to conduct the meeting through the use of, any means of communication by which all Directors participating in the meeting may

simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 2.17– Action by Unanimous Consent. Instead of meeting, the Executive Board may act by unanimous consent as documented in a record authenticated by all its members. The secretary promptly shall give notice to all Unit Owners of any action taken by unanimous consent.

Section 2.18– Limitation on Challenges. Even if an action by the Executive Board is not in compliance with the requirements of §47-250 of the Act, it is valid unless set aside by a court. A challenge to the validity of an action of the Executive Board for failure to comply with said §47-250 may not be brought more than sixty (60) days after the minutes of the Executive Board meeting at which the action was taken are approved or the record of that action is distributed to Unit Owners, whichever is later.

Section 2.19 – Compensation. The Executive Board may receive a fee from the Association for acting as such, as may be set by Resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties. Board Members acting as officers or employees may also be compensated for such duties.

ARTICLE 3 **Committees**

Section 3.1 – Special Board Committees.

- (a) The Executive Board may, by resolution, establish one or more committees (herein, a “Special Board Committee”) who may exercise the power of the Executive Board to the extent specified by the Executive Board in the resolution establishing the Special Board Committee. The members of a Special Board Committee shall consist of those Directors that are appointed by the Executive Board to such Special Board Committee. The membership of a Special Board Committee shall, at all times, be limited to incumbent Directors. Except as provided in Subsection (b) below, each such Special Board Committee shall maintain minutes of its meetings and shall provide copies thereof to the full Executive Board and keep the Executive Board informed of its meetings and activities, including, without limitation, any exercise of the power of the Executive Board by such Special Board Committee.
- (b) A Special Board Committee shall not have the authority or power to do any act that the full Executive Board does not have the authority or power to do and, in all events, may not:
 - (i) Approve or recommend to Unit Owners any action that requires the consent of Unit Owners;

- (ii) Fill vacancies on the Executive Board or, unless authorized in the Executive Board resolution creating the Special Board Committee, on any Special Board Committee;
- (iii) Adopt, amend, or repeal Bylaws;
- (iv) Approve a plan of merger;
- (v) Authorize the borrowing of money by the Association;
- (vi) Approve a sale, lease, or exchange of all, or substantially all, of the Association's property or a mortgage, pledge or other encumbrance on any Association asset; or
- (vii) Dissolve the association.
- (viii) The Executive Board may appoint one or more Directors as alternate Directors of any Special Board Committee to replace any absent or disqualified Director on the Special Board Committee during the Director's absence or disqualification. If authorized by the resolution creating the Special Board Committee, in the absence or disqualification of a Director on an Special Board Committee, the Directors present at any meeting of a Special Board Committee and not disqualified from voting may, by unanimous vote, appoint another member of the Executive Board to act in place of the absent or disqualified Director.
- (ix) Special Board Committees shall be subject to and shall comply with all requirements applicable to meetings of the Executive Board, including, without limitation, requirements relating to notice, locations of meetings, Unit Owner participation in meetings, and quorum and voting requirements.

Section 3.2 – Advisory Committees. The Executive Board, by resolution, may establish one or more committees (herein, an "Advisory Committee") that are not Special Board Committees. Advisory Committees are not authorized or empowered to exercise the power of the Executive Board. The president may also establish one or more Advisory Committees. Membership of Advisory Committees may include, but is not limited to, Directors, and other individuals appointed to such Advisory Committee by the Executive Board or the president, whichever is the establishing authority. Such Advisory Committees shall exist at the pleasure of the Executive Board or the president, whichever is the establishing authority, and shall perform such tasks and functions as the Executive Board or the president, whichever is the establishing authority, shall, from time to time, specify. The president shall keep the Executive Board informed of Advisory Committees appointed by the president and their activities. Each Advisory Committee shall maintain minutes of its meetings and shall provide copies thereof to the president and Executive Board and keep the president and the Executive Board informed of its meetings and activities. Such Advisory Committees, even if appointed by the Executive

Board, may not act for the Executive Board in the exercise any of the powers of the Executive Board.

ARTICLE IV **Unit Owners**

Section 4.1 – Annual Meeting. Annual meetings of Unit Owners shall be held each year as the Executive Board may determine. At such meeting, the Directors shall be elected by majority vote of the Unit Owners. Only matters described in the meeting notice of the annual meeting may be considered at the annual meeting.

Section 4.2 – Budget Meeting. Meetings of Unit Owners to consider proposed budgets shall be called in accordance with the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

Section 4.3 – Special Meetings. Special meetings of Unit Owners may be called by the president, a majority of the Executive Board, or if Unit Owners having at least twenty percent of the Votes in the Association request the secretary to call a meeting. If the Association does not notify Unit Owners of a special meeting within fifteen (15) days after the requisite number or percentage of Unit Owners request the Secretary to do so, the requesting Unit Owners may directly notify the Unit Owners of the meeting. Only matters described in the meeting notice of the special meeting may be considered at a special meeting.

Section 4.4 – Place of Meetings. Meetings of the Unit Owners shall be held at suitable place at the location designated by the party calling the meeting which location shall be at the Common Interest Community, in the Town in which the Common Interest Community is located, in a neighboring town, or at such other suitable place that is reasonably convenient to the Unit Owners, each as may be designated by the party calling the meeting.

Section 4.5 – Meetings by Telephonic, Video or Other Conferencing Process. If the Executive Board determines that a meeting of Unit Owners can be held effectively by telephonic, video or other conferencing process, then the Executive Board may allow for Unit Owner meetings to be held by telephonic, video or other conferencing process as specified and in accordance with an authorizing resolution adopted by the Executive Board, if (x) the meeting notice states the conferencing process to be used and provides information explaining how Unit Owners may participate in the conference directly or by meeting at a central location or conference connection; and (y) the process provides all Unit Owners the opportunity to hear or perceive the discussion and offer comments regarding any matter affecting the Common Interest Community and the Association.

Section 4.6 – Notice of Meetings. The secretary or other officer specified in the Bylaws shall notify the Unit Owners of the time, date, place of each annual or special meeting of the Unit Owners not less than ten (10) nor more than sixty (60) days before the meeting date. The notice of any meeting of Unit Owners shall state the time, date, and place of the meeting and the items on the agenda, including, if applicable,

- (i) a statement of the general nature of any proposed amendment to the Declaration, including the proposed text of the proposed amendment and the text of any provision proposed to be removed;
- (ii) a statement of the general nature of any proposed amendment to the Bylaws, including the text of any proposed amendment and the text of any provision proposed to be removed
- (iii) any budget changes; and
- (iv) any proposal to remove any Director.

In addition, the notice shall contain specific notice of a proposed action if the Act, the Declaration, or the Bylaws requires specific notice of such proposed action. Only matters described in the notice of the meeting may be considered at that meeting.

Special Notice Provisions pursuant to the Act:

- (a) Subsection 47-250(b)(5) – Notice to unit owners of date, time, place and agenda of non-scheduled or non-emergency executive board meetings
- (b) Subsection 47-250(b)(7)(A) – Information about unit owner participation where executive board meets by telephonic, video or other conferencing process Subsections 47-261b(a)(1) and Text of rule that is proposed to be repealed, amended or adopted and date of expected executive board action on the adoption, amendment or repeal of a rule.
- (c) Subsections 47-261d(a)(3) – Notice of intent of proposal to remove member of executive board or officer.
- (d) Subsection 47-261e(a) – Summary of budget, statement of reserves and basis for calculation and funding of reserves for meeting of unit owners to consider approval of periodic budget.
- (e) Subsection 47-261e(b) – Summary of proposed special assessment to be presented to unit owners for approval

Section 4.7 – Waiver of Notice.

- (a) Any Unit Owner may waive notice of any meeting. The waiver must be in writing, signed by the Unit Owner and filed with the minutes of the meeting.
- (b) Attendance by a Unit Owner at any meeting of the Unit Owners:
 - (i) Shall constitute a waiver of notice unless the Unit Owner at the beginning of the meeting objects to holding the meeting, or transacting business at the meeting; and
 - (ii) Shall constitute a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Unit Owner objects to considering the matter when it is presented.

Section 4.8 – Adjournment of Meeting. At any meeting of Unit Owners, a majority of the Unit Owners who are present at such meeting, even if those present do not constitute a quorum, either in person or by proxy, may adjourn the meeting to another time.

Section 4.9 – Opportunity for Unit Owner Comment.

- (a) At each meeting of Unit Owners, the Unit Owners shall be given a reasonable opportunity to comment regarding any matter affecting the Common Interest Community and the Association.
- (b) This opportunity may be in the form of a comment period at a designated time during the meeting. The Executive Board may adopt reasonable rules and procedures for the conduct of the comment period, including limitations on the length of the comment period and the length of individual comments.

Section 4.10 – Order of Business. Except as otherwise provided in the notice of the meeting or determined by vote of the Unit Owners present at the meeting, the order of business at all meetings of the Unit Owners shall be as follows, as applicable and appropriate:

1. Roll call (or check-in procedure).
2. Proof of notice of meeting.
3. Consideration and approval of minutes of preceding meeting.
4. Reports, as applicable, and as determined by the Executive Board of the property manager, the president, other officers, Special Board Committees, if any, Advisory Committees, if any.
5. Establish number of memberships of the Executive Board (if applicable).
6. Election of inspectors of election (when required).

7. Election of Directors (when required).
8. Consideration of ratification of Budget (if required).
9. Consideration of ratification of Special Assessment (when applicable)
10. Unfinished business (as included in the notice of the meeting).
11. New business (as included in the notice of the meeting).
12. Unit Owner Comment

Section 4.11 – Moderator of Meetings.

- (a) The president shall preside at each meeting of Unit Owners unless, in light of the nature of the proceeding or the nature of the agenda items, the Executive Board or the president determines to designate another person to act as chairperson and preside at the meeting for all or a portion of the meeting as specified by the Executive Board or the chair of the meeting, as the case may be.
- (b) It may, from time to time, be necessary or appropriate for the president of the Association, as its chief executive officer, or for another officer chairing a meeting to participate in the debate on a topic at an Association meeting, something that the individual chairing a meeting may not do. In such case, the person chairing the meeting may relinquish the chair in order to participate in the debate and the Unit Owners may select a moderator to chair the meeting. If the person chairing a meeting relinquishes the chair to participate in the debate on an issue, such person may not resume chairing the meeting until the debate and, if applicable, vote on the issue has concluded.
- (c) The chairperson selected by the Unit Owners need not be a Unit Owner, Director or officer.

Section 4.12 – Voting – Generally.

- (a) If only one of several owners of a Unit is present at a meeting of the Association, in person or by proxy, that owner is entitled to cast all the Votes allocated to that Unit. If more than one of the owners of the Unit is present, in person or by proxy, the Votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Unit Owners. There is majority agreement if any one of the owners casts the Votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.
- (b) If a Unit is owned by a corporation, partnership, limited liability company, trust, or other legal entity, the natural person designated in a record provided to the

Association to participate and vote on behalf of the entity at meetings and in other votes of Unit Owners conducted by the Association may so participate and vote. In the absence of such a designation, the following may participate and vote at meetings and other votes of Unit Owners conducted by the Association: any officer of a corporation, any general partner of a partnership, any manager of a manager-managed limited liability partnership, any member of a member-managed limited liability company, or any trustee of a trust. The moderator of the meeting may require reasonable evidence that the person voting on behalf of a legal entity that owns a Unit is qualified to vote.

- (c) Votes allocated to a Unit owned by the Association shall be cast in any vote of the Unit Owners in the same proportion as the Votes cast on the matter by Unit Owners other than the Association.
- (d) In the case of amendments to the Declaration, or agreements to the assignment of the Association's rights to future income, Unit Owners may also indicate their assent by written agreement.

Section 4.13 – Voting – Proxies. The following requirements apply to proxy voting:

- (a) Votes allocated to a Unit may be cast at a meeting of Unit Owners pursuant to a directed or undirected proxy duly executed by the Unit Owner of the Unit. The proxy may be given to any individual, whether or not a Unit Owner, or to the holder of an office in the Association, such as the president or the secretary. A proxy may not be given to the Executive Board as a body but a proxy may be given to an individual who is a member of the Executive Board.
- (b) The Association may provide a proxy form to any Unit Owner who seeks to vote pursuant to a directed or undirected proxy. If the Association provides a proxy form, the proxy form, (A) shall include a blank space reserved for the insertion of the name of the proxy holder, and (B) may include the name of a person designated by the Association to be the default proxy holder, who shall be authorized to exercise the proxy in the event the Unit Owner fails to otherwise specify the name of the proxy holder subject to the limitations set forth in this subsection;
- (c) If a Unit is owned by more than one Person, each owner of the Unit may vote or register protest to the casting of votes by the other owner(s) of the Unit through a duly executed proxy.
- (d) A Unit Owner may revoke a proxy only by actual notice of revocation to the person presiding over the meeting of the Association.
- (e) A proxy is void if it is not dated or purports to be revocable without notice.
- (f) A proxy terminates one (1) year after its date, unless it specifies a shorter term.

- (g) A person may not cast more than fifteen percent (15%) of the Votes in the Association pursuant to undirected proxies. A proxy which directs the proxy holder to vote in a certain way on one or more matters even if it gives no direction to the proxy holder on other matters shall not, for the purposes of this subsection, be considered an undirected proxy.

Section 4.14 – Conduct of Vote of Unit Owners without Meeting. Except to the extent prohibited or limited by the Declaration or these Bylaws, the Executive Board, and only the Executive Board, may, by resolution, determine to hold a vote of the Unit Owners without a meeting. In that event, the following requirements apply:

- (a) The Association shall notify the Unit Owners that the vote will be taken by ballot;
- (b) The Association shall deliver a paper or electronic ballot to every Unit Owner entitled to vote on the matter;
- (c) The ballot must set forth each proposed action to be voted on or office to be filled and provide an opportunity to vote for or against the action or the candidate for office;
- (d) When the Association delivers the ballots, it shall also:
 - (i) Indicate the number of responses needed to meet the quorum requirements;
 - (ii) State the percentage of votes necessary to approve each matter other than election of Directors;
 - (iii) Specify the time and date by which the ballot must be delivered to the Association to be counted, which time and date may not be fewer than three (3) days after the date the Association delivers the ballot; and
 - (iv) Describe the time, date and manner by which Unit Owners wishing to deliver information to all unit owners regarding the subject of the vote may do so;
- (e) Except as otherwise provided in the Declaration or these Bylaws, a ballot is not revoked after delivery to the Association by death or disability or attempted revocation by the person that cast that vote; and
- (f) Approval by ballot without meeting is valid only if the number of Votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action.
- (g) The resolution of the Executive Board for a vote of Unit Owners without meeting may (A) require that the vote be by secret ballot in accordance with procedures specified by the Executive Board in its resolution and (B) specify

such other procedural and logistical details of the balloting procedure that are not inconsistent with or contrary to the applicable requirements of the Act and the Bylaws as the Executive Board deems appropriate. The Executive Board may engage the services of a third-party vendor to conduct the vote by ballot.

Section 4.15 – Quorum. Except as otherwise provided in these Bylaws, the Unit Owners present in person or by proxy, representing at least twenty (20%) at any meeting of Unit Owners, shall constitute a quorum at such meeting.

Section 4.16– Requisite Vote. A majority of the Votes cast at a meeting at which a quorum is present, or in the case of a vote by ballot without meeting, a majority of the Votes cast, is the decision of the Unit Owners for all purposes, except where a higher percentage vote is required in the Act or other law, the Declaration, or these Bylaws.

Section 4.17 – Action by Agreement. Where the Act requires the vote or agreement of the Unit Owners to a specific action, a Unit Owner may agree to the action in a written agreement or other record delivered to the Association that is signed or otherwise authenticated by the Unit Owner and contains or refers to the action to which the Unit Owner is agreeing. A written agreement or record signed by one of the owners of a Unit constitutes the agreement of all owners of the Unit unless one or more of the other owners of the Unit give written notice to the Association of disagreement with that action before the vote or agreement on the action under consideration becomes effective. If more than one of the owners of Unit delivers a written agreement or other record, the position taken by a majority in interest of those Unit Owners who deliver written agreements or other records constitutes the position of all Unit Owners of the Unit.

Section 4.18 – Rules of Order. Meetings of the Association shall be conducted in accordance with the most recent edition of *Robert's Rules of Order Newly Revised* unless:

- (a) The Declaration, the Bylaws, the Act, or other applicable law provides otherwise;
or
- (b) Two-thirds ($\frac{2}{3}$) of the Votes allocated to Unit Owners present at the meeting, in person or by proxy, vote to suspend those rules.

ARTICLE V Officers

Section 5.1 – Designation. The principal officers of the Association shall be the president, the vice president the secretary and the treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The president and vice president, but no other officers, shall each be a Director at all times that they hold office. Any two offices may be held by the same

person, except the offices of president and vice president, and the offices of president or vice president and secretary. The office of vice president may be vacant. The Executive Board shall elect the officers. The Directors and officers shall take office upon election.

Section 5.2 – Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Executive Board and shall continue in office until a successor is elected or such officer is earlier removed from office.

Section 5.3 – Removal of Officers. Upon the affirmative vote of a majority of the Directors, any officer may be removed, with or without cause, and a successor may be elected at any regular meeting of the Executive Board, or at any special meeting of the Executive Board called for that purpose.

Section 5.4 – President. The president shall be the chief executive officer of the Association. Except as otherwise provided by these Bylaws, the president shall preside at all meetings of the Unit Owners and of the Executive Board. The president shall have all of the general powers and duties which are incident to the office of president of a nonstock corporation under the Nonstock Corporation Act. The president may fulfill the role of treasurer in the absence of the treasurer. The president may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 5.5 – Vice President. The vice president shall take the place of the president and perform his or her duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Executive Board shall appoint some other Director to act in the place of the president, on an interim basis. The vice president shall also perform such other duties as may be assigned by the Executive Board or by the president.

Section 5.6 – Secretary. The secretary shall keep or cause to be kept the minutes of all meetings of the Unit Owners and the Executive Board. The secretary shall have charge of such books and papers as the Executive Board may direct and shall, in general, perform all the duties incident to the office of secretary of a nonstock corporation organized under the Nonstock Corporation Act. The secretary may cause to be prepared for execution by the president amendments to the Declaration and/or the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 5.7 – Treasurer. The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping or causing to be kept full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. The treasurer shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Executive Board, and shall,

in general, perform all the duties incident to the office of treasurer of a nonstock corporation organized under the Nonstock Corporation Act. The treasurer may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Association in such banks as the Executive Board may designate. The treasurer may have custody of and shall have the power to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others.

Section 5.8 – Agreements, Contracts, Deeds, Checks, etc. Except as otherwise provided or required by these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Executive Board.

Section 5.9 – Compensation. An officer may not receive fees from the Association for acting as an officer of the Association. An officer may be reimbursed for necessary expenses actually incurred in connection with such officer's duties, as approved by the Executive Board.

ARTICLE 6 **Enforcement**

Section 6.1 – Fine for Violation. By resolution, following Notice and Hearing, the Board of Directors may levy a reasonable fine in an amount established from time to time 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.

Section 6.2 – Enforcement, Hearing.(a) Except as otherwise provided in the ByLaws, before the Association brings an action or institutes a proceeding against a Unit Owner the Association shall schedule a Hearing to be held during a regular or special meeting of the Executive Board and shall send written notice by certified mail, return receipt requested, and by regular mail, to the Unit Owner at least ten (10) business days prior to the date of such Hearing. Such notice shall include a statement of the nature of the claim against the Unit Owner and the date, time and place of the Hearing.

- (i) The Unit Owner shall have the right to give testimony orally or in writing at the Hearing, either personally or through a representative, and the Executive Board shall consider such testimony in making a decision whether to bring an action or institute a proceeding against such Unit Owner.
- (ii) The Executive Board shall make such decision and the Association shall send such decision in writing by certified mail, return receipt requested, and by regular mail, to the Unit Owner, not later than thirty (30) days after the Hearing.

- (iii) These provisions of subdivision (a) of this subsection shall not apply to an action brought by the Association against a Unit Owner (A) to prevent immediate and irreparable harm, or (B) to foreclose a lien for an assessment attributable to a unit or fines imposed against a Unit Owner pursuant to the Declaration and the Act.
- (iv) Any Unit Owner seeking to enforce a right granted or obligation imposed by the Act, the Declaration, the ByLaws or the Rules against the Association or another unit owner may submit a written request to the Association for a Hearing before the Executive Board. Such request shall include a statement of the nature of the claim against the Association or another Unit Owner.
- (v) Not later than thirty (30) days after the Association receives such request, the Association shall schedule a Hearing to be held during a regular or special meeting of the Executive Board and shall send written notice by certified mail, return receipt requested, and by regular mail, to the unit owner at least ten (10) business days prior to the date of such Hearing. Such notice shall include the date, time and place of the Hearing. Such Hearing shall be held not later than forty-five (45) days after the Association receives such request.
- (vi) The Executive Board shall make a decision on the Unit Owner's claim and the Association shall send such decision in writing by certified mail, return receipt requested, and by regular mail, to the Unit Owner, not later than thirty days (30) after the Hearing.
- (vii) The failure of the Association to comply with the provisions of this subsection shall not affect a Unit Owner's right to bring an action pursuant to the Act.

ARTICLE 7 **Indemnification**

The Directors and Officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Sections 33-1116 to 33-1124 of the Connecticut General Statutes, the provisions of which are hereby incorporated by reference and made a part hereof.

ARTICLE 8 **Records**

Section 8.1 – Records and Audits. The Association shall maintain financial records. The financial records shall be maintained and if required by the Declaration or by the Executive Board shall be audited. The cost of the audit shall be a Common Expense unless otherwise provided in the Declaration.

Section 8.2 – Records. The Association shall retain the following records:

- (a) Detailed records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records.

- (b) Minutes of all meetings of the Unit Owners and the Executive Board other than executive sessions, a record of all actions taken by the Unit Owners or the Executive Board without a meeting, and a record of all actions taken by a committee in place of the Executive Board on behalf of the Association;
- (c) The names of unit owners in a form that permits preparation of a list of the names of all Unit Owners and the addresses at which the Association communicates with the Unit Owners, in alphabetical order showing the number of Votes each Unit Owner is entitled to cast;
- (d) The Association's original or restated organizational documents, if required by law other than the Act, Bylaws and all Amendments to the Bylaws, and all Rules currently in effect;
- (e) All financial statements and tax returns of the Association for the past three years;
- (f) A list of the names and addresses of the Association's current directors and officers;
- (g) The Association's most recent annual report delivered to the Secretary of the State, if any;
- (h) Financial and other records sufficiently detailed to enable the Association to comply with section 47-270 of the Act;
- (i) Copies of current contracts to which the Association is a party;
- (j) Records of Executive Board or committee actions to approve or deny any requests for design or architectural approval from Unit Owners;
- (k) Ballots, proxies and other records related to voting by Unit Owners for one year after the election, action or vote to which they relate; and
- (l) Collection Policy.

Section 8.3 – Examination and Copying of Records.

- (a) Subject to Subsections (b) and (c) of this Section, all records retained by the Association shall be available for examination and copying by a Unit Owner or the Unit Owner's authorized agent:
 - (i) During reasonable business hours or at a mutually convenient time and location; and
 - (ii) Upon five days' notice in a record reasonably identifying the specific records of the Association requested.

- (b) Records retained by the Association shall be withheld from inspection and copying to the extent that they concern:
- (i) Personnel, salary and medical records relating to specific individuals, unless waived by the persons to whom such records relate; or
 - (ii) Information the disclosure of which would violate any law other than the Act.
- (c) Except as provided in Subsection (d), records retained by the Association shall be withheld from inspection and copying to the extent that they concern:
- (i) Contracts, leases and other commercial transactions to purchase or provide good or services, currently being negotiated;
 - (ii) Existing or potential litigation or mediation, arbitration or administrative proceedings;
 - (iii) Existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Declaration, bylaws or rules;
 - (iv) Communications with the Association's attorney which are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;
 - (v) Records of an executive session of the executive board; or Individual unit files other than those of the requesting owner.
- (d) Records withheld from inspection under Subsection (c) above may be made available for inspection and copying only if and only to the extent that the Executive Board, in its sole discretion, determines that they should be made available.
- (e) The Association may charge a reasonable fee for providing copies of any records under this Section and for supervising the Unit Owner's inspection. A right to copy records under this Section includes the right to receive copies by photocopying or other means, including copies through an electronic transmission if available, upon request by the Unit Owner.
- (f) The Association is not obligated to compile or synthesize information.
- (g) Information provided pursuant to this Section may not be used for commercial purposes.

Section 8.4 – Agent for Resale Certificate. The Association shall, during the month of January in each year, file in the office of the Town Clerk of Torrington a certificate

setting forth the name and mailing address of the officer of the Association or the managing agent from whom a resale certificate may be requested, and shall, thereafter, file such a certificate within thirty (30) days of any change in the name or address of such officer or agent. The Town Clerk shall keep such certificate on file in his or her office and make it available for inspection.

Section 8.5 – Resale Certificate - Required Documents. A Unit Owner shall furnish to a purchaser or such purchaser's attorney, before the earlier of conveyance or transfer of the right to possession of a unit, a copy of the Declaration, other than any surveys and plans, the ByLaws, the Rules and Regulations of the Association, and a certificate containing:

- (i) A statement disclosing the effect on the proposed disposition of any right of first refusal or other restraint on the free alienability of the unit held by the Association;
- (ii) a statement setting forth the amount of the periodic common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling Unit Owner;
- (iii) a statement of any other fees payable by the owner of the unit being sold;
- (iv) a statement of any capital expenditures in excess of one thousand dollars (\$1,000.00) approved by the Executive Board for the current and next succeeding fiscal year;
- (v) a statement of the amount of any reserves for capital expenditures;
- (vi) the current operating budget of the Association;
- (vii) a statement of any unsatisfied judgments against the Association and the existence of any pending suits or administrative proceedings in which the Association is a party, including foreclosures but excluding other collection matters;
- (viii) a statement of the insurance coverage provided for the benefit of Unit Owners, including any schedule of standard fixtures, improvements and betterments in the units covered by the Association's insurance that the Association prepared pursuant to subsection (b) of section 47-255 of the Act, as amended;
- (ix) a statement of any restrictions in the Declaration affecting the amount that may be received by a Unit Owner on sale, condemnation, casualty loss to the unit or the Association or termination of the Association;

- (x) the name of the statutory agent for service of process filed with the Secretary of the State pursuant to section 47-244a of the Act, as amended;
- (xi) a statement describing any pending sale or encumbrance of common elements;
- (xii) a statement disclosing the effect on the unit to be conveyed of any restrictions on the owner's right to use or occupy the unit or to lease the unit to another person;
- (xiii) a statement disclosing the number of units whose owners are at least sixty days delinquent in paying their common charges on the date of the statement;
- (xiv) a statement disclosing the number of foreclosure actions brought by the Association during the past twelve (12) months and the number of such actions pending on a specified date within sixty (60) days of the date of the statement; and
- (xv) any established maintenance standards adopted by the Association pursuant to subsection (e) of section 47-257 of the Act, as amended.

ARTICLE 9

Notices

Section 9.1 – Notices to Association or Executive Board. All notices to the Association or the Executive Board shall be delivered to the office of the manager, or if there is no manager, to the office of the Association, or to such other address as the Executive Board may hereafter designate from time to time, by notice in writing to all Unit Owners and to all holders of Security Interests in the Units who have notified the Association that they hold a Security Interest in a Unit.

Section 9.2 – Notices from Association to Unit Owners.

- (a) Unless the Act, the Declaration or these Bylaws requires a different manner of giving notice, any notice required to be delivered by the Association to Unit Owners shall be delivered to any mailing or electronic mail address that a Unit Owner designates, except that the Association may also deliver notices by:
 - (i) Hand delivery to each Unit Owner;
 - (ii) Hand delivery, United States mail postage paid, or commercially reasonable delivery service to the mailing address of each Unit,
 - (iii) Electronic means, if the Unit Owner has given the Association an electronic address; or

- (iv) Any other method reasonably calculated to provide notice to the Unit Owner.
- (b) Notices of hearings to be held pursuant to Subsection 47-278(c) or Subsection 47-278(d) of the Act and notice of the decision of the Executive Board following any such hearing shall be in writing and sent by certified mail, return receipt requested, and by regular mail, to the Unit Owner.
- (c) Notice is effective upon being sent.

ARTICLE 10

Miscellaneous

Section 10.1 – Fiscal Year. The Executive Board shall establish the fiscal year of the Association.

Section 10.2 – Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 10.3 – Office. The principal office of the Association shall be at the Property or at such other place as the Executive Board may from time to time designate.

ARTICLE 11

Amendments to Bylaws

Section 11.1 – Amendments by Executive Board. Except as otherwise provided in Section 11.2, 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 11.2– 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 11.2.

Section 11.3 – 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 12

Access to Units

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.

ARTICLE 13

Insurance Requirement for Individual Units

Insurance for Each Individual Unit. Each Unit Owner shall provide and maintain insurance coverage for fire, other casualty losses and liability protection. In the event that the Master Association Insurance Policy provides for a deductible with respect to damaged conditions, to any portion of a Unit the Insurance Policy for each individual Unit shall be used to cover any such Master Policy deductible amount. In the event that the Association is called upon to pay for any such Master Policy deductible due to the failure of a Unit Owner to maintain insurance coverage for each Unit as herein set forth,

the Association shall be reimbursed by the respective owner of any such damaged Unit up to the amount of the deductible. Any such reimbursement shall be paid prior to the Association completing repairs of the damaged condition. If the Association completes said repairs prior to any such reimbursement, the Association shall have a lien against said Unit for the amount expended up to the amount of the deductible. Said lien may be foreclosed in the same manner as the collection of unpaid common charges and assessments. Each Unit Owner shall be responsible for all Association costs of collection and/or foreclosure in connection with recovery of any such deductible amount. The provisions of this Paragraph shall apply in accordance with the provisions of the Declaration.

ARTICLE 14

Rules

- (a) At least ten (10) days before adopting, amending or repealing any rule, the Executive Board shall give all Unit Owners notice of: (1) its intention to adopt, amend or repeal a rule and shall provide the text of the rule or the proposed change; and (2) any rule may be adopted, amended or repealed only by a majority vote of the Executive Board.
- (b) Following adoption, amendment or repeal of a rule, the Association shall notify the Unit Owners of its action and provide a copy of any new or revised rule.
- (c) Subject to the provisions of the Declaration, the Association may adopt rules to establish and enforce construction and design criteria and aesthetic standards. If the Association adopts such rules, the Association shall adopt procedures for enforcement of those rules and for approval of construction applications, including a reasonable time within which the Association must act after an application is submitted and the consequences of its failure to act.
- (d) A rule regulating display of the flag of the United States must be consistent with federal law. In addition, the Association may not prohibit display, on a unit or on a Limited Common Element adjoining a unit, of the Connecticut State Flag, or signs regarding candidates for public or Association office or ballot questions, but the Association may adopt rules governing the time, place, size, number and manner of those displays.
- (e) The Association may not prohibit or hinder any Unit Owner, lessee or sublessee from attaching to his or her entry door or entry door frame any object which is motivated by observance of a religious practice or sincerely held religious belief. Notwithstanding the Association may prohibit a display motivated by observance of a religious practice or sincerely held religious belief to the extent allowed by the first amendment to the United States Constitution and section 3 of article first of the Connecticut Constitution when such item: (1) threatens the public health or safety; (2) hinders the opening and closing of an entry door; (3) violates any federal, state or local law; (4) contains graphics, language or any display that is

obscene or otherwise patently offensive; (5) individually or in combination with each other item displayed or affixed on an entry door frame has a total size greater than twenty-five square inches; or (6) individually or in combination with each other item displayed or affixed on an entry door has a total size greater than four square feet.

- (f) Unit Owners may peacefully assemble on the common elements to consider matters related to the Common Interest Community, but the Association may adopt rules governing the time, place and manner of those assemblies.
- (g) The Association may adopt rules that affect the use of or behavior in units that may be used for residential purposes, only to:
 - (i) Implement a provision of the Declaration;
 - (ii) Regulate any behavior in or 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; or
 - (iii) Restrict the leasing of residential units to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders that regularly make loans secured by first mortgages on units in Common Interest Communities or regularly purchase those mortgages.
- (h) The Association's internal business operating procedures need not be adopted as rules.
- (i) Each rule of the Association must be reasonable.

These Amended ByLaws were approved by the Association on 5th day of May, 2014.

**THE FAIRWAYS AT TORRINGTON
ASSOCIATION, INC.**

By: Constance D. Hall

**Constance D. Hall
Its President**

THE FAIRWAYS AT TORRINGTON CONDOMINIUM

MAINTENANCE STANDARDS

Pursuant to the Common Interest Ownership Act, the Association has adopted the following Maintenance Standards, which shall be binding on all Unit Owners, Tenants, Occupants, Guests and/or Invitees:

1. Chimney Inspection and Cleaning

Subject to the Declaration at Article 5.2, there is a mandatory chimney inspection and cleaning program. All Units with fireplaces must have a chimney inspection completed biannually, or every two years, on dates to be determined by the Association. The Association will hire a contractor to perform the inspections. Cleaning and any repairs needed will be performed by the contractor and billed back to the Unit Owner for the cost of services rendered to that Unit. The exterior repairs to the chimney are the Association's responsibility.

2. Dryer Vent Cleaning

All clothes dryers will have lint filters which will remain installed to prevent lint from accumulating in the vent duct. Dryer vents will be cleaned biannually, or every two years. Although the Association may arrange from time to time for a contractor to perform the cleaning, it does not remove the responsibility of the Unit Owner to ensure that the dryer vent is cleaned per the requirements of the Association. Pursuant to the Declaration at Article 5.2, each Unit Owner is responsible for the cost of inspecting, cleaning, maintaining, repairing and replacing dryer vents. Inspections and repairs need to be performed by a properly licensed and insured contractor following all applicable local building codes. The Unit Owner shall provide the Association with access to the Unit for dryer vent inspection/cleaning as requested by the Association.

3. Water Heater Replacement

A Unit's water heater must be replaced *prior to the expiration of its warranty*. Any damage caused by a malfunctioning water heater *which has passed its warranty period* that is not covered by the Master Insurance Policy will be the responsibility of the Unit Owner whose Unit is served by the heater or in the event any loss, claim, damage or expense is caused or contributed to by water which escapes from any water heater located within the boundaries of a Unit, there shall be a rebuttable presumption that the water heater failed because it was not replaced prior to the expiration of its *warranty*. The aforesaid presumption may be rebutted by the Unit Owner by providing sufficient proof to the Association that the water heater in question had not exceeded its *warranty*.

4. Washing Machines

All washing machines must have reinforced steel/metal braided hoses designed to prevent or greatly reduce the potential for hose failure and resulting water damage.

5. Toilets and Plumbing

No running water spigots may be left unattended or allowed to cause overflow. Outdoor spigots must be winterized to prevent freezing. All leaky pipes, valves, toilet seals, toilet gaskets, waste traps and running toilets must be promptly repaired. Evidence of running, leaking or seeping water must be reported immediately to the Association's Management Company. Each Unit Owner shall be responsible to report evidence of mold or conditions that could lead to mold to the Association's Management Company.

6. Reporting Leaks

Unit Owners shall promptly report to the Association's Management Company any leak or other condition resulting in escaped water upon identifying any such leak or condition or as quickly thereafter as is reasonably possible.

7. HVAC Maintenance

HVAC units must have a full annual inspection performed by a licensed technician. Inspection shall include the systems, vents, and flues used for venting combustion gases or supplying combustion air. All maintenance, repair, replacement and/or cleaning must be completed at the time of inspection. Unit Owners are required to maintain receipts or records from licensed and insured contractors verifying that the required HVAC inspection and cleaning has occurred.

8. Smoke Detectors

Smoke detectors are to be tested in January and July every year. Batteries must be replaced annually in January. It is the responsibility of the Unit Owner to ensure that any and all smoke detectors found to not be in working order are replaced with the appropriate device (verify if device is 110 volt hardwired with 9 volt battery back up and whether interconnected with other smoke detector devices within the Unit or building).

9. Heat in Units

Each Unit Owner shall be responsible to continuously maintain heat at no less than 58 degrees Fahrenheit in all areas contained within the boundaries of the Unit. In case of the Unit being unoccupied, the Unit Owner must provide the Management Company with a local emergency contact. The emergency contact must inspect the vacant Unit at least

once per week to check for proper functioning of the heating system, frozen pipes, water leaks, or any other issues that may arise in the resident's absence.

10. Outside Spigots

If the shut off for the spigot is inside the Unit, the Owner must shut off the water and properly winterize the spigot by December 1st of each year. Water may be turned on after April 15th. Valves replaced shall be replaced using a "frost free" valve.

11. Grill Safety

The use of charcoal or solid fuel grills is prohibited. Each Unit Owner having a gas-fueled grill needs to ensure that it is in safe working condition and is operated safely not limited to: providing adequate space between the exterior surfaces of the grills and adjacent surfaces, not leaving the grill unattended when operating, and ensuring that the gas supply to the grill is in the closed position when the grill is not being used. The use of propane gas grills on decks that are not accessible from the outside is prohibited. Pursuant to CT State fire code: any propane tank the size of 20 lbs or larger may not be carried through or stored inside any building.

12. Work to be Performed by Licensed Professionals

Each Unit Owner shall be responsible to the Association for any damage caused by repairs or installations to any Unit or Limited Common Element not performed by licensed and insured professionals in accordance with the minimum standards required by the State of Connecticut and the municipality in which the Unit is located. This Section 12 shall only apply with respect to maintenance and repairs related to structural, electrical or plumbing.

13. Reporting Association Required Maintenance

The Unit Owner is responsible for reporting maintenance problems to the Association's Management Company in a timely fashion and, if required, must provide reasonable access to the Unit for inspection and/or repairs as needed.

14. General Requirements

- a. There shall be no storage of combustibles or hazardous materials (including but not limited to paints, thinners, gasoline, propane tanks, etc.) inside Units, garages, or other enclosed spaces.
- b. Unit Owners are responsible for notifying all residents, occupants, guest, tenants and/or invitees of their Unit of these rules and guidelines. Compliance with the Maintenance Standards outlined herein is the responsibility of the Unit Owner. For

the purpose of interpreting and applying these Maintenance Standards, where the context requires, the term "Unit Owner" shall also include any tenant, occupant, guest, and invitee of the Unit Owner.

- c. All maintenance, inspections, and repairs to Units must be done by licensed and insured contractors. The contractor must obtain permits for work when required by the municipality.
- d. The Unit Owner should retain a copy of any documentation related to the completion of the above maintenance requirements in the event that documentation of compliance is requested by the Association.
- e. Each Unit Owner acknowledges that the Association's property insurance costs are positively impacted by the diligent maintenance, repair and replacement of the Units, the fixtures and improvements located within the boundaries of the Units and the Limited Common Elements which the Unit Owners are required to maintain, repair, and replace. Each Unit Owner shall be under a duty to use reasonable care to maintain, repair, and replace his or her Unit, the fixtures and improvements located within the boundaries of the Unit, and the Limited Common Elements which the Unit Owner is required to maintain, repair, and replace. It is expected that the Unit Owner will use the same level of care in performing his or her maintenance, repair, and replacement obligations which a typical homeowner living in a single family home not part of a common interest community would observe.
- f. 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.

15. Optional Maintenance Considerations

- a. Electrical Panels: Regular inspection of wiring and breakers should be conducted. An electrician must replace any old, worn, or damaged breakers and wiring. Total electrical usage both in the aggregate and per circuit in any Unit shall not exceed the capacity of the circuits which serve the Unit as labeled on or in the circuit boxes. Electrical breakers shall not be connected to more than one electrical conductor.
- b. Hot Water Tanks: Installation of an automatic shut off device should be considered to minimize damage should the water heater fail. Where feasible, installation of water heater pan with appropriate drainage pipe should be considered. If drain connects to any common piping or travels beyond the boundaries of the Unit, an approved variance request is required.
- c. Doors/Windows/Garage Doors: Unit Owners must properly maintain these items by repairing or replacing as needed. The Unit Owner shall ensure that all windows and doors are properly closed and latched to prevent damage from precipitation or wind.

16. Unit Owner Responsibility for Cost Incurred Due To Failure to Comply with These Maintenance Standards.

Each Unit Owner shall be responsible to pay all damages and costs incurred by the Association to repair any damage to their Unit, any other Unit, or any Common Element as a result of the Unit Owner's failure to comply with these Maintenance Standards in accordance with Subsection 19.2(i) of the Declaration.

These Maintenance Standards were approved by the Executive Board on 2nd day of February, 2014.

THE FAIRWAYS AT TORRINGTON ASSOCIATION,
INC.

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

THE FAIRWAYS AT TORRINGTON ASSOCIATION, INC.
COLLECTION/FORECLOSURE POLICY

WHEREAS, The Connecticut Common Interest Ownership Act ("The Act"), codified at C.G.S. Section 47-258, provides for a Statutory Limited Lien for unpaid common expenses. The lien is prior in right to a first mortgage and a second mortgage for only nine (9) months of assessments. In all other respects the lien is a priority lien against all other liens or monetary encumbrances against a unit. The priority lien also includes court costs, title search costs, and attorney's fees.

THEREFORE, the Association hereby adopts the following Collection/Foreclosure Policy in accordance with C.G.S. §47-258:

STANDARD COLLECTION/FORECLOSURE POLICY

1. It is the responsibility of each Unit Owner to pay all common charges, assessments, fines, and other charges imposed on the Unit Account when such payments are due. There is no legal requirement that the Condominium Association send a monthly statement or any other notice when charges are due except in situations where there is a change in the amount of the monthly common charges or as required by Statute. The Condominium Association mailings of statements, overdue statements, or final warning letters are a matter of convenience only. There is no legal requirement to send such notices and the failure of the Condominium Association to send such notices and/or the non-receipt of such notices by a Unit Owner does not constitute a legal excuse to not pay such charges when due. It is the responsibility of each Unit Owner to contact the Condominium Association with any questions as to the amounts owed on a Unit Account.
2. Once an account is referred to an Attorney for collection/foreclosure, all amounts received from a Unit Owner may, in the discretion of the Attorney, be applied to any portion of the lien including applying it to the oldest unpaid amount as shown on the Unit Account Statement, legal fees, and/or costs regardless of any restrictive memo. The Board of Directors authorizes its Attorney to collect payments and endorse and deposit checks made payable to the Association. The Attorney is also authorized to disburse the funds in his or her sole discretion unless the Board of Directors directs otherwise. There shall be a late charge in the amount of \$25.00 per month. The late charge will be imposed after the fifteenth (15th) calendar day of each month if there is any amount unpaid on the Unit Account as of the fifteenth (15th) day of each calendar month, provided, however, no late charge shall be imposed for any

month in which the Unit Owner makes a payment of not less than the amount due for said month and said payment is received on or before the fifteenth (15th) calendar day of the month. Additionally, interest at the rate of 1.5% per month shall be assessed against all outstanding balances at the end of the month.

3. The Association or its Agent shall refer a Unit Account to the Condominium Association's attorney for legal collection/foreclosure proceedings when the amount unpaid on a Unit Account is equal to or greater than two (2) months of monthly common charges.
4. The first attorney letter shall not commence a foreclosure action. Instead it shall be a Pre-foreclosure letter containing a thirty two (32) day notice. If the Unit Owner contacts the attorney and requests verification of the amount of unpaid common expenses, every reasonable effort is made to research the account and provide written verification of the amount of unpaid common expenses without additional charge to the Unit Owner. Once the debt is verified, the Unit Owner is provided an opportunity to present a payment plan if the Unit Owner is not able to pay that account in full at one time. The Association has no obligation to accept any payment plan. The preference of the Condominium Association is to accept a payment plan provided that the payment plan (1) is in writing; (2) requires payment of the current monthly common expenses and assessments, if any, that are due; and (3) requires not more than six (6) equal monthly payments towards the arrearage in an amount sufficient to satisfy the Unit Account arrearage and bring the Unit Account current within a six (6) month time period. In extreme situations the parties may agree to amend the payment plan provided the payment plan is in writing and there is no dispute as to the amount owed. In all cases, the payment plan includes a provision that the Unit Owner will be responsible for all common charges, late charges, assessments, attorney's fees, and costs of collection.
5. If the Unit Owner does not contact the Association or the parties cannot agree on a payment plan acceptable to the Association, the Association will then order a title search and commence the foreclosure proceedings with a thirty two (32) day letter. The same debt verification protections and payment plan options contained in the Pre-foreclosure letter shall be available to the Unit Owner.
6. The 32 day letter referred to in paragraph 5 above shall also be forwarded to any first and second mortgagee with a perfected security interest on the Unit. The Attorney, no less than 60 days prior to initiating a foreclosure action, shall forward a 60 day letter to the same first and second mortgagees pursuant to Public Act No. 13-156. Said 60 day letter shall be sent via first class mail and shall

include (A) the amount of unpaid common expense assessments owed to the Association as of the date of the notice; (B) the amount of any attorney's fees and costs incurred by the Association in the enforcement of its lien as of the date of the notice; (C) a statement of the Association's intention to foreclose its lien if the amounts set forth in subparagraphs (A) and (B) of this subdivision are not paid to the Association not later than sixty days after the date on which the notice is provided; (D) the Association's contact information, including, but not limited to, (i) the name of the individual acting on behalf of the Association with respect to the matter, and (ii) the Association's mailing address, telephone number and electronic mail address, if any; and (E) instructions concerning the acceptable means of making payment on the amounts owing to the Association as set forth in subparagraphs (A) and (B) of this subdivision. Any notice required to be given by the Association under this Collection/Foreclosure Policy shall be effective when sent.

7. Once an account is referred to an attorney for collection, the Condominium Association requires the Unit Owner to deal directly with the attorney's office until the account is paid current. All payments must be sent to the Attorney's office. Any checks or payments received by the Condominium Association or its Manager directly from a Unit Owner will be delivered to the Attorney's office. Payments are deemed sent when received by the Association's Attorney only.

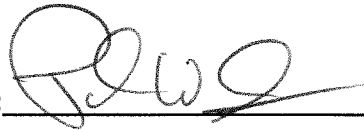
This Collection/Foreclosure Policy shall be a standard policy and the Condominium Association hereby authorizes commencement of foreclosures against units provided that the provisions of this Collection/Foreclosure Policy have been substantially followed before commencement of a foreclosure.

This Collection/Foreclosure Policy was adopted with the same formalities required to adopt a Rule, following Notice and Comment to Unit Owners on this 5th day of May 2016.

THE FAIRWAYS AT TORRINGTON ASSOCIATION, INC.

APPROVED BY THE BOARD OF DIRECTORS ON THIS 5th DAY OF MAY 2016.

By: _____



Its President

THE FAIRWAYS CONDOMINIUM ASSOCIATION, INC

AMENDMENT TO RULES AND REGULATIONS

The Rules and Regulations of the Association are hereby amended as follows:

PART ONE – OWNERSHIP, SALE, OR LEASE OF UNITS.

The following paragraph is deleted in its entirety:

- Unless the Association notifies the lessor that it will not approve the lease within fifteen (15) days of receipt of all documents and the required fee, the lease will deemed to be approved.

APPENDIX "A".

The following paragraphs are deleted in their entirety:

- The Tenant may not occupy the Unit until the Unit Owner has received approval from the Board of Directors to allow the Tenant to occupy the Unit.
AND
- Unless the Association notifies the lessor that it will not approve the lease within fifteen (15) days of receipt of all documents and the required fee, the lease will deemed to be approved.

And replaced with the following:

- The Board of Directors shall not have any authority to approve or reject a lease except to extent allowed, and in compliance with, C.G.S. § 47-261b(f)(3) which states:

47-261b(f) An association may adopt rules that affect the use of or behavior in units that may be used for residential purposes, only to (3) Restrict the leasing of residential units to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders that regularly make loans secured by first mortgages on units in common interest communities or regularly purchase those mortgages, provided no such restriction shall be enforceable unless notice thereof is recorded on the land records of each town in which any part of the common interest community is located. Such notice shall be indexed by the town clerk in the grantor index of such land records in the name of the association.

Dated and approved by the Board of Directors of The Fairways Condominium, at Torrington, Connecticut this the 24 day of November 2014 following Notice to and Comment by the Unit Owners.

**THE FAIRWAYS AT TORRINGTON
ASSOCIATION, INC.**

BY Bob Gochy, Its President

THE FAIRWAYS CONDOMINIUM
ASSOCIATION, INC.



RULES AND REGULATIONS

EFFECTIVE OCTOBER 1, 1992

AMENDED

November 24, 2014

May 7, 2015

May 5, 2016

April 6, 2017

June 16, 2022

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PART ONE

THE FAIRWAYS CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

These rules were established to provide reasonable standards for maintaining the continued appearance of our community, the protection of our property values, and the encouragement of friendly, neighborly relationships in The Fairways community.

Under these Rules and Regulations, the words "unit owner" shall also include **lessees (tenants)** and **other occupants** of the unit.

The Fairways Condominium Association, Inc. (**The Fairways**) has the legal authority (as provided under Section 47-244 of the Connecticut Common Interest Ownership Act) and the duty to see to it that your rights and privileges provided in the Declaration and By-Laws are fully protected against the actions of those who may not be willing, or desire, to comply with these rules. All present and future owners, tenants and occupants of units shall be subject to, and shall comply with, the provisions of the **Condominium Declaration, By-Laws and the Rules and Regulations** as they may be amended from time to time. Each resident within the property shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all applicable ordinances, rules and regulations of the City of Torrington. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an agreement that the provisions of the Declaration, the By-Laws, and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant. All such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

OWNERSHIP, SALE, OR LEASE OF UNITS

No unit owner may lease his unit except by complying with the provisions of the By-Laws. The By-Laws provide, among other things, that, if any unit owner intends to lease his unit, he shall first give notice to the Association of such intention. Such notice shall be given by completing the forms in Appendix A (attached) so as to supply the name and address of the proposed lessee (tenant) and the terms of the proposed transaction.

Furthermore, the lease must include the following provisions:

1. Owner and Tenant represent that the lease is consistent with the Declaration, By-Laws, and Rules and Regulations, and expressly provides:

- (a) that it may not be renewed, modified, amended, extended, assigned and/or that the Tenant shall not sublet the Unit without the prior written consent of The Fairways Association, Inc.; and
- (b) that Tenant shall abide by the Declaration, By-Laws and Rules and Regulations, as the same may be amended from time to time; and
- (c) that the Landlord may terminate the lease and/or bring summary proceedings to evict the Tenant, if Tenant defaults in the performance of the lease or if the Tenant fails to abide by the Declaration, By-Laws, or Rules and Regulations. Other terms and conditions, consistent with the By-Laws, may be stated in the lease;
- (d) the lease must also provide that The Fairways may terminate the lease, or bring summary proceedings in the name of the Landlord if the Tenant fails to abide by the Declaration, By-Laws or Rules and Regulations of The Fairways. This included the failure to pay fines levied against the Owner, because of actions/deeds by Tenant, under the By-Laws and Rules and Regulations; and
- (e) the lease shall also contain the following provisions. "In the event that the Owner (Landlord) shall fail to pay common charges for a period of sixty (60) days, thereafter, upon written notice to the Landlord and Tenant, the Tenant will pay to The Fairways Association such portion of the monthly rental equal to the monthly common charges which should be paid by the Owner. The Tenant shall pay said common charge, and any arrears, over to the Association upon demand, monthly or on such other terms as the lease may provide for the payment of rents"; and
- (f) reasonable legal fees incurred by the Association in enforcing the leasing provisions will be recovered from the unit owner.

Specific provisions must be included in the lease regarding compliance with the Declaration, By-Laws, and Rules and Regulations as they may be amended from time to time. The unit owner will be required to pay a fee for each set of leasing applications filed with the Association.

Failure to file the appropriate documents will result in a fine being imposed upon the unit owner.

A fee will be charged for each set of resale documents furnished as required by Connecticut General Statutes. Requests for any documents should be made to the Association's management agent.

If a unit is unoccupied, the unit owner shall arrange for white or off-white curtains to be placed in any window facing the street to maintain appearances and avoid possible vandalism.

ALTERATIONS/ADDITIONS TO COMMON AREAS AND LIMITED COMMON AREAS

Definitions of Common Areas and Limited Common Areas.

The exteriors of all dwellings, roadways, walkways, visitor parking, public lawns, entrances, shrubs and trees are common areas and not the property of the individual owner. Porches, decks, driveways and garages are limited common areas restricted to the corresponding unit. These items are more specifically described and defined in the Declaration.

Variance Approval. No change or addition may be made to common areas or limited common areas – as defined in the Declaration – without seeking a VARIANCE APPROVAL from the Association Board of Directors. VARIANCE APPROVALS are necessary to ensure that the character of The Fairways Condominiums will be maintained, the rights of owners respected, and that no alteration/addition will create a hazardous condition, interfere with maintenance, endanger the integrity of any part of the condominium or create any undue responsibility for the Association.

Structural Alterations/Additions. An owner who desires to make structural alterations or exterior additions to a residence, garage or other common property or limited common property must file a Variance Request with the Association Board. Forms are available from the management agent. The Request form must be accompanied by a precise description of what the owner wants to do, plans and specifications, a statement of who is to do the work, and estimate of the time involved in said work. The Board may require plans prepared by a licensed engineer or architect. Municipal permits must be added to the application after preliminary approval has been indicated by the Board, and must be on file before written approval of the Request is issued by the Board. Plans and/or sketches must give dimensions of existing features as well as those of the proposed alteration/addition. Structural alterations include, but are not limited to, enlargement of deck or patio, placement of decorations or lights in limited common areas, installation of railing, awnings, or decks, structural alteration of exterior walls.

Landscape Alterations/ Additions. An owner who desires to alter existing planting or add plantings in any common area or limited common area, is required to file a Variance Request, with a plan or sketch showing the proposed work in detail, with the Board. It shall be the responsibility of the unit owner, his agent or employees to determine the location of utilities and avoid damage to such utilities. The only plantings permitted without an approved Variance Request shall be flowers placed in any existing strip immediately adjacent to residence foundation. No work may begin until the Variance Request has been approved, in writing, by the Board. The Board shall answer any written request by a unit owner within thirty (30) days after such request.

Tomato and Herb Plants. Vegetable plants are prohibited except for herbs and tomato plants as hereinafter provided. Herbs may only be planted in containers or pots which shall be no larger than 400 square inches in total size and shall only be located on a deck or porch. Containers may be hung from deck railings but must face the unit. Tomato plants may only be

planted in pots and are limited to three pots not greater than 15 inches in diameter for each pot. No hanging tomato plants are permitted. Owners and residents shall make a reasonable effort to grow such herb and tomato plants in such a manner as not to be readily visible to other residents. Owners and residents shall promptly remove any plants or herbs that are dead or diseased. The planting of tomato plants or herb plants in accordance with this section does not require a Variance Request.

Unit Owner Responsibility for Alterations/ Additions. A unit owner shall be responsible for all expenses of alteration in compliance with the plans, specifications, and maintenance of permitted items, as well as personal liability for additions and/or alterations. Approved alterations/additions must be completed within the time designated in the application and approved by the Board.

The unit owner shall, at his own expense, take corrective action respecting any alterations, damage, destruction or removal caused by him, or a tenant, to restore the common area to the original condition upon written notice from the Association. If the unit owner does not comply with such notice within thirty (30) days of the date thereof, the Association may take any action necessary to restore the ground or common area to its original condition and assess the cost thereof against the unit owner.

Penalty for Unauthorized Structural Changes. Any structural changes made to a unit or any changes made by or permitted to be made by a unit owner in the common or limited areas without prior consent in writing from the Association shall be restored to the original condition at the unit owner's expense upon written notice from the Association. If the unit owner does not comply with such notice within thirty (30) days of the date thereof, the Association may make such restoration and assess the cost thereof against the unit owner.

Any structural alteration made after obtaining a variance which does not comply with the specifications filed, or any landscaping installed, which does not comply with the plan filed, shall be brought into compliance with such specifications or plan at the unit owner's expense upon written notice from the Association sent by certified mail. If the unit owner does not comply with such notice within thirty (30) days of the date thereof, the Association may take whatever steps are necessary to bring the alterations or planting into compliance with the specifications or plan, and assess the cost against the unit owner as a common charge against him.

RULES AND REGULATIONS

Occupancy Restrictions. Each residential unit is restricted to residential use as a single family residence, except for home professional pursuits not requiring regular visits from the public, or unreasonable level of mail, shipping, trash, or storage requirements. A single family residence is defined as a single housekeeping unit, operating on a nonprofit, noncommercial basis between its occupants. No sign indicating commercial uses may be

displayed outside a unit. "For Sale" or "For Rent" signs are not to be posted in doors, windows, or at any other location on The Fairways complex.

Prohibited Nuisances and Practices. No nuisances are allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interfere with the peaceful possession or proper use of the property by its residents.

Barbecues. Gas or electric grills are only permitted to be used and stored in areas outlined in the attached Grill Policy (Appendix D). Charcoal grills and outdoor fires of any type are prohibited. No grill should be used underneath a roof or canopy. Grills and tanks may not be stored or used in a garage or other enclosed space. Grills must be attended when in use.

Outdoor Fires. Fire pits, chimineas, and other types of outdoor fireplaces are prohibited.

Fireworks. No fireworks are permitted to be exploded on The Fairways.

Tag, Estate, or Garage Sales. Tag, estate, or garage sales are not permitted.

Immoral and Unlawful Uses. No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be removed or corrected by and at the sole expense of the unit owners or the Association, whichever shall have the obligation to maintain or repair such portion of the property.

Obstructions and Storage in Common Areas. No unit owner shall cause or permit any obstruction of the common areas or limited common areas reserved for the use of his unit which will interfere with ready access to the unit by security personnel, firemen, or others called in any emergency. Notwithstanding the requirement to maintain ready access and clear passage for emergency personnel through patio and deck areas, the only items permitted to be stored on decks and patios are: lawn furniture, barbecues (assuming no overhead covering), and flower planters. Toys and small pools may be on the lawn areas when being used, but must be removed when not being used, and must not interfere with lawn care operations. Bird feeders and other lawn decoration are not permitted.

Written approval by the Board of Directors for the Association should be obtained before storing or displaying items not specifically covered in this section.

Any unauthorized items stored on common or limited common element areas are subject to removal and disposal at the unit owner's expense.

The Association will not be responsible for items left on the lawn which may be damaged by lawn care operations.

Wood Storage. Firewood must not be stored alongside buildings, on common areas, decks or patios.

Electrical Devices or Fixtures. No electrical devices creating electrical overloading of standard circuits may be used. Misuse or abuse of appliances or fixtures within a unit which affects other units or the common elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the unit owner from whose unit it shall have been caused. Total electrical usage in any unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

Heating and Maintenance of Units. During the winter months (15th October – 15th April) no unit owner shall leave his unit vacant without taking precautionary measures by way of maintaining heat in the unit and checking the unit at least once a month. Precautionary measures to prevent the bursting of pipes and plumbing systems due to freezing of water or system deterioration (hot water heaters) within the unit must also be taken. A temperature setting of 55 to 60 degrees Fahrenheit is required. The Association will seek recovery of out-of-pocket expenses directly related to damage due to negligence on the part of the unit owner. Unit owners are responsible for damage caused to any units or common elements including their own due to leaking or malfunctioning plumbing or appliances.

Smoke Detectors. Each unit must have operational smoke detection equipment. Each unit owner is responsible, at his expense, to have detectors kept in good operating condition.

Outdoor Decorations. Unit owners or residents shall not hang or display anything on the outside walls, doors, windows, other parts of the exterior structure or on/in any common element without the prior written consent of the Board of Directors. This includes, but is not limited to awnings, canopies, shutters and television/radio antennas. This restriction is not intended to prohibit generally accepted decorations/accessories, such as small thermometers, nameplates/ knockers on doors, seasonal/ holiday decorations; nor is it intended to prohibit the hanging of the flag of the United States of America. Such decorations should be aesthetically attractive and should be removed within a reasonable time period after the end of the seasonal or holiday period. Unit owners or residents who install coverings over sliding glass doors and front windows should use a white or off-white color showing to the outside. Decorations such as chimes which cause disturbance to other unit owners may be subject to removal.

Air Conditioners and Fans. No window air-conditioners or window fans are permitted in any building without the prior written permission from the Board of Directors. Prior to

installing a window air-conditioner, the unit owner shall install and maintain support brackets in order to properly secure the air-conditioner. Support brackets shall be metal and appropriate to withstand the air-conditioner's weight and size. The unit owner is responsible for the expense to install these brackets. Brackets shall not be nailed or screwed into the exterior of the building.

Painting Exteriors. Owners or residents shall not paint, stain or otherwise change the color of any exterior portion of any building without prior consent of the Board of Directors. The Association will maintain the exterior decks and arrange for routine maintenance and preservation.

Chimney Cleaning and Maintenance. The Association is responsible for the repair or replacement of chimneys and chimney flues and will arrange for periodic inspections of chimneys and flue systems by a qualified contractor. Unit owners will be responsible for cleaning if necessary. If the unit owner fails to correct a reported discrepancy within a reasonable period of time, the Association may hire a contractor to make necessary repairs and assess the cost to the unit. Maintenance of chimney/ fireplace screens, installed by the unit owner, is the responsibility of the unit owner.

Lint Filters on Dryers: Grease Screens on Stove Hoods. All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All such filters and screens will at all times, be used and kept in clean, good order and repair by the unit owner.

Storm, Screen, and Garage Doors. Screen and storm doors may be installed at the owner's expense. The preferred door is a full glass version. It must be white. All installations should have written approval from the Board of Directors prior to installation.

Pest Control. Unit owners are responsible for removal of pests such as ants, wasps, bees, vermin, and etc. from inside of a unit. The Association will remove visible nests from the exteriors or make reasonable efforts to block entranceways for pests from the exterior.

Pets. For the safety and protection of all members of the community, all pets must be registered with the Association. This will allow stray animals or pets causing disturbance or damage to be identified to a particular unit. Registrations will require certifications that dogs and cats have been treated with rabies vaccine.

Pet registration forms will be available from the management agent.

No animals, birds or reptiles of any kind shall be raised, bred, or maintained in units for any commercial purposes. Dogs, cats or domesticated birds may be kept in units. Dogs are restricted in size to approximately 24 inches long and 20 inches high and only **ONE** per unit. Cats and birds are restricted to two per unit. Any pet causing or creating

a nuisance or unreasonable disturbance or noise shall be permanently removed from the property within three (3) days after Notice and Hearing from the Board of Directors. Owners and caretakers of pets are held responsible for any damage or injury caused by any pets owned by them, their families, guests or tenants. Dogs must be leashed and supervised at all times when on the property of The Fairways. No leash is to extend beyond ten feet. No pet shall threaten or interfere with any resident or guest of The Fairways. Pets are not to be "curbed" on any roadways, walkways, yards, patios, decks, or close to any building other than that of the owner. Owners or caretakers of pets are responsible for the **IMMEDIATE** removal of any feces. In no event shall any pet be tethered close to or on any patio, deck, roadway or walkway or on limited common property or common property of The Fairways.

During such time when a pet is housed in a unit, the owner will indemnify and hold the Association harmless against any and all claims, liabilities, demands, debts, obligations, costs and expenses which may be sustained by or asserted against the Association and the members of its Board of Directors by reason of acts of said pets committed in or about the condominium property, and the unit owner shall also be responsible for the repair of all damage resulting from acts of said pet.

Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

Offensive Activities and Disturbances. Each resident shall behave in a mannerly fashion being considerate of all others at all times. No noxious or offensive activity shall be carried on in or within the properties of the Association, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other persons within the Association. No resident shall make or permit to be made any disturbing noises in or outside the buildings by one's family, tenants, or guests; nor do or permit anything to be done by such persons that will interfere with the rights of other members or occupants. No resident shall play upon, or suffer to be played upon, any musical instrument or operate, or suffer to be operated, a phonograph, television set, radio, or other audio equipment, at such volume or times so as to cause a disturbance to other residents.

Unit owners shall hold the Association and other unit owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

Restrictions on Outdoor Cleaning, Washing and Drying. No inappropriate object such as rugs, towels, clothes, sheets, blankets, or laundry shall be hung or placed outside of a unit from any windows, doors; or decks. Rugs and mops shall not be shaken in such a manner as to cause dust to be blown towards persons nearby. No floor covering shall be installed on any deck.

TRASH, RUBBISH AND DEBRIS

Deposit of Rubbish. All household garbage, be it organic or inorganic matter, will be put into plastic bags and sealed before being deposited in the dumpsters provided in the containers located throughout the property. This prevents garbage or waste from adhering to the inside of the dumpsters; thus creating a health hazard and/or stench, especially in warm weather. All residents must insure that all garbage is put into the dumpster so as not to attract any insects, rodents, or other animals. Garbage left outside or next to the dumpster will not be picked up by the garbage collector.

Disposal of Rubbish. Disposal of garbage/trash, etc. is to be made directly to the dumpsters and not left outside of the container or between the container and wooden enclosure, nor be allowed to accumulate outside of the unit, whether in garbage pails or not. All cartons, packing crates, boxes, etc. must be flattened out before being put into household trash or garbage, such as furniture, box springs and mattress, must be disposed of by the unit occupants. Dumping of chemicals, motor oil, paints or toxic wastes of any kind is not permitted.

Precautions. When opening the doors of the dumpster, take care not to cause damage to the enclosure, adjacent vehicles or injury to yourself. Please be certain the door is properly secured when closed.

Enclosure and Floor Coverings for Decks and Patios. No deck or patio shall be enclosed or covered in whole or in part by any screen or otherwise. No floor covering shall be installed on any deck.

Care of Decks and Patios. Each unit owner shall keep his unit and any deck or patio to which he has sole access in a neat, weed-free state of cleanliness and shall not create any annoyance or hazard to health or safety.

REGULATIONS FOR PARKING TRUCKS, RECREATIONAL AND SIMILAR VEHICLES AND OPERATION OF MOTORIZED VEHICLES AND BICYCLES

Compliance with the Law. All residents must comply with the Connecticut state laws and Motor Vehicle Bureau regulations. Motor vehicles are to be operated on established roads only.

Parking. No vehicle shall be parked in such a manner so as to impede or prevent ready access to any parking space, garage or pedestrian walkway. For emergency reasons, no parking is permitted on any roadway at any time.

Residents are requested to park facing into all parking spaces.

All residents are responsible for their guests' parking.

Driving or Parking on grassed areas is strictly prohibited.

No commercial vehicle, or vehicle with more than four tires, is permitted to be stored or parked overnight in the parking areas or common areas. The definition of "commercial vehicle" includes, but is not necessarily limited to, vehicles displaying advertising, or company logo, or visible racks, tools, fixtures or booms, or commercial license plates, plows, or power take-off units.

"For Sale" signs on any vehicles parked on the complex are not permitted.

No camp trailer or recreational vehicle or boat belonging to residents or their guests is permitted to be parked or stored on The Fairways property.

Also included as vehicles not permitted, except as noted below, are those displaying "camper" license plates or substantially modified and/or equipped differently from the original manufacturer's specifications. This includes, but is not limited to external cooling units, electrical connections, pump out fittings, valves, regardless of the type of vehicle registration. However, the Executive Board, on a case by case basis, may authorize a vehicle with "camper" plates to park on the complex. Such authorization must be in writing.

Residents will occasionally be required to move their vehicles to facilitate the removal of snow, the fall and spring cleanups, and the repairs of common areas.

Violator's vehicles may be towed away at the owner's expense.

Parking Restrictions.

The following rules apply to all vehicles at the Association:

Any vehicle in violation of one or more of the follow rules may be towed at the owner's expense:

Vehicles must be parked entirely within one (1) lined parking space.

Fire lanes – no parking is permitted in fire lanes at any time.

No parking in any area reserved for emergency vehicles, no parking within 10 feet of a fire hydrant, as provided in C.G.S. 14-251.

No blocking building access.

No blocking entry or exit from the property.

No unauthorized parking in a parking space designated as a handicap space.

Parking is limited to Unit Owners and their guests, tenants and/or invitees.

All vehicles at the Association must be registered, insured and operational. The term "Operational" requires the vehicle be able to travel safely and legally on public roads in Connecticut.

No unauthorized parking in a parking space designated to another individual owner/renter.

Law compliance – all persons will comply with Connecticut State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and property.

No commercial vehicle, or vehicle with more than four tires, is permitted to be stored or parked overnight in the parking areas or common areas. The definition of "commercial vehicle" includes, but is not necessarily limited to, vehicles displaying advertising, or company logo, or visible racks, tools, fixtures or booms, or commercial license plates, plows, or power take-off units.

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Towing Policy. Any vehicle reported parked in an area that prevents contracted vendors from providing services to the association, such as, but not limited to snow and trash removal, maintenance or landscaping services may be subject to immediate towing at the owner's expense.

1. The Association shall post a conspicuous sign stating that Motor Vehicles left without authorization on this property may be towed away. The signage will state where such

motor vehicle will be stored, how the vehicle may be redeemed and any costs or fees that may be charged.

2. Payment for towing services is expected before vehicle is released and is the owner's responsibility.
3. Only the Property Manager, an employee of the Property Manager or a Board Member may call the towing company to have a vehicle towed.

Garages. Residents are reminded that garages are for the primary purpose of parking your vehicles. Storage within the garage must not prevent the parking of a motor vehicle in the garage. Garages may not be leased to a nonresident of the condominium.

For security reasons, residents are requested to keep their garage doors closed at all times other than when using the garage for entering or leaving the premises.

Residents are also requested to avoid backing vehicles up to garage doors and allowing exhaust fumes and carbon to mar or otherwise deface the garage door paint finish.

No owner or resident may connect any household appliance including a refrigerator, freezer or other similar continuously running appliance to a detached garage electrical outlet. This rule does not prohibit the use of power tools or other similar type of electrical devices which are connected to such an outlet for a short period of time or the use of an electric garage door opener. The board may assess fines for such violations and may also seek to recover the extra cost of electricity for such violation. This rule does not apply to garages that are attached to a unit for which the owner or resident pays the electrical bill.

Snowmobiles, Off-Road, Unlicensed & Immovable Vehicles. The operation of snowmobiles and off-road vehicles, such as dune buggies, dirt bikes, R.V. Camper Traders, buses, is prohibited on The Fairways property. Motorized bicycles must be driven on established roadways only, and only by individuals holding a valid driver's license. Repairs to motor vehicles are limited to emergency repairs only. Unit owners and occupants are responsible for clean-up and remedy of any damage or staining resulting from any oil, chemicals, etc. which spill or leak onto the pavement of the parking lot, street, driveway, and garage floor. Cost of cleanup by an outside contractor hired by the Association will be charged to the unit owner to which the vehicle belonged.

Abandoned or inoperable vehicles must be removed from parking areas within a reasonable amount of time, not to exceed 3 days. Storage of unregistered motor vehicles is not permitted on the common elements at any time.

Bicycles. Bicycles are to be ridden on paved surfaces only, and cyclists must adhere to the State of Connecticut traffic regulations governing bicycles. Bicycle riding on the grass areas is prohibited. Bicycles must not be stored on decks, common areas, or in hallways.

Speed Limit. To ensure the safety of all residents, the speed limit is restricted to 15 mph when driving within the complex.

Number of Vehicles. There is a limit of 2 vehicles per unit for overnight parking.

ENFORCEMENT OF RULES AND REGULATIONS

These Rules and Regulations shall be enforced by the Board of Directors pursuant to the provisions of the Unit Ownership Act of Connecticut, the Condominium Declarations and the By-Laws of The Fairways Condominium Association.

PROCEDURES IN CASE OF VIOLATIONS

If the Board of Directors determines that there may be an alleged violation of any of these Rules and Regulations, it may cause a notice in writing to be sent by certified mail to the unit owner to correct or desist from such alleged violation as soon as possible but within thirty (30) days of the date of mailing such notice. If the unit owner disputes the alleged violation, he may make written demand for a hearing within (10) days of the date of mailing such notice. Upon receipt of such demand the Board of Directors shall call such a hearing, giving reasonable notice thereof to the unit owner. The hearing shall be held before a committee of the Board of Directors.

If the committee finds that the unit owner has violated these Rules and Regulations, the Board shall forthwith give the unit owner a final notice in writing to be sent by certified mail (1) to cease and desist from the violation or (2) to correct any unauthorized physical alteration. Such final notice shall specify the time for compliance with its terms.

If the unit owner fails to demand a hearing or to comply with such final notice, the Executive Board may levy a charge for each violation, provided that the charge for each violation shall not exceed \$25, unless otherwise specified. Each day that a violation continues after the date for compliance as set forth in the first notice shall constitute a separate violation. Any charge so levied is to be collected as a summary charge against the particular unit involved, and collection may be enforced by the Association in the same manner as it is entitled to enforce the collection of common charges. Such levy of charges shall not replace or abrogate any action for damages or injunctive or other relief provided by law.

INSURANCE

The Association carries property and liability insurance as specified in the By-Laws. The resident is responsible for insurance on personal property within his dwelling unit and in any limited common area that has been assigned for his use, including upgrading or other changes

he has made. The unit owner should check with his insurance agent to determine the adequacy of coverage on items for which he is responsible.

The deductible for property insurance insuring the common elements is \$1,000.

If a claim is made under the master policy due to the negligence of any one unit owner, the unit owner responsible for the damage resulting in the claim shall be responsible for the deductible. The Association will, at no time, have any responsibility for any unreimbursed property damage.

Increase in Rating. Nothing shall be done or kept which will increase the rate of insurance on any of the buildings, or contents thereof, without the prior consent of the Board of Directors. No unit owner shall permit anything to be done or kept on the property which may result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Rules of Insurance. Unit owners and occupants shall comply with the Rules and Regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy on the property.

PROCEDURES FOR EMERGENCY ACCESS TO UNITS

Neither the Association or management agent shall hold master keys to any unit. In case of an emergency such as water leakage, burst pipes, or other condition which could endanger people or cause damage to other adjacent property, attempts will be made to contact owners or residents of the unit in order to make emergency repairs and control further damage.

If the resident or owner cannot be located within a reasonably short period of time, the Association will authorize forcible entry into the unit.

Reasonable efforts such as by telephone, telegram, or mail will be made to contact owners whose unit has been entered to perform emergency repairs or damage control.

PART TWO

THE FAIRWAYS CONDOMINIUM ASSOCIATION, INC.

SERVICES AND MAINTENANCE

INTRODUCTION

The Association will maintain building exteriors, common areas and limited common areas, in conformity with the original concept and intended character of The Fairways Condominiums. Interior repairs and replacements are the responsibility of the owner or as otherwise specified in the By-Laws.

DEFINITIONS

Unit. Is the space within any residence as measured from, and including the unfinished surfaces of all ceilings, floors, perimeter walls and interior bearing walls and partitions. The word "residence" shall be used to refer to the entire building when it is clearly intended to include more than the interior space defined by the term "unit".

All other areas, indoors or out, are either Common or Limited Common areas or facilities (see below).

Common Areas and Facilities. Comprise all real property, improvements and facilities reserved for the exclusive use of a particular unit; they consist of designated driveways, garages, storage space therein, attic space, decks and patios.

"Amended By-Laws" and "By-Laws". Both mean the By-Laws of The Fairways Condominium Association as amended.

MAINTENANCE SERVICE – FORMS AND PROCEDURES

Unit and Limited Common Area Work Requests. Any maintenance requests should be mailed to the Managing Agent.

BUILDING MAINTENANCE

GENERAL POLICY

The policy of the Association is to maintain the common areas of the buildings - for example, roofs, siding, trim, stairs, entryways, etc. - in a condition of safe repair and compatible with the character and integrity of the condominium.

Owner's Responsibility for Repairs and Maintenance and for Negligence.

The By-Laws provide that each owner is responsible for the maintenance of and repair to his unit. The unit owner is also responsible for all damages to other units, as well as to the common and limited common areas, if such damages are the result of his negligence misuse, or neglect.

Windows and Glass Doors. Owners are responsible for replacement of window glass.

Storm Doors, Screens and Awnings. These items are optional and the unit owner is responsible for all costs, of installation, repair and maintenance. Installation of storm/screen doors and awnings must be authorized by the Association to ensure that they will be of approved design, structure and color. A variance form must be filed. Storm windows may be installed only with the approval of the Board.

Screens. Damage to screens will be the responsibility of the unit owner.

Decks. The Association will maintain all decks to ensure structural integrity. Necessary replacements of supports damaged by rot or insect infestation will be performed by professionals hired by the Managing Agent. All owners are responsible for general cleaning, snow removal, and day-to-day maintenance of decks.

In addition, waterproofing of decks will be a common expense and contracted for by the Association. The use of paint or colored stain is not permitted.

If alterations or additions to a deck by a resident result in premature deterioration, the cost of repairs or replacement will be charged to the unit owner. For safety purposes, flower boxes or other objects on a railing should be properly attached. They should not present a hazard by rot or other damage.

Roofs. All roofs shall be maintained by the Association. Residents or unauthorized persons are not permitted on roofs for any purpose.

Water Runoff Diverters. Unauthorized addition of gutters, water diverters, etc., is prohibited. If the unit owner considers that delayed water runoff is an excessive nuisance, he

may file a Variance Request. Any work approved must be performed at the owner's expense. And under the supervision of the Managing Agent.

RESIDENCE UNITS - INTERIOR

Minor interior repairs, such as setting of nails in wall panels, filling the settlement cracks and correcting damage to the interior trim are the owner's responsibility. Structural alterations made to building interiors must comply with all applicable Torrington and State building codes and permits. The owner who desires to alter his unit structurally, or the attic area above it, must file a Variance form with the Association and receive authorization in writing before proceeding with such alteration. The unit owner should make certain that the person or firm selected for any alteration has registered at the Management Office before starting and that all required building permits have been obtained and filed with the Manager.

Attic Area. To install a stair, storage area, or whole house fan, the owner is required to file a Variance Request and receive approval by the Association to ensure that the installation does no damage to electrical, heating, air conditioning, or other interior wall and ceiling structures. All requirements for a building permit must also be met. The approved alterations are to be made and maintained at the unit owner's expense.

No attic area approved under a Variance Request should be used for storage of boxes of books, furniture, or other heavy items that can create an overstress on the structure which might result in roof leaks and other problems. Furthermore, over-storage of numerous items constitutes a fire hazard. The Association does not assume responsibility for damage to any stored item from whatever cause.

Electrical Wiring, Electrical Fixtures, Plumbing, and Plumbing Fixtures.

These are the property of the owner. Fixtures include, but are not limited to, light switches, outlets, sconces, chandeliers, sinks, tubs, toilets, faucets, water heaters, bathroom heaters and venting fans. The owner is responsible for all repair or replacement of electrical wiring, electrical fixtures, plumbing and plumbing fixtures.

Appliances. Electrical appliances (stove, washer, and dryer, refrigerator, etc.) are the property of the unit owner, who must bear all maintenance and replacement costs.

Heating and Air-Conditioning. All maintenance of heating and air-conditioning systems, or their repair or replacement, is the responsibility of the owner and should be performed by authorized service representatives of the manufacturers.

Walls, Floors, and Ceilings. When walls, floors, or ceilings are damaged by water, from other than rain or melting snow and ice, entering the unit, the Association will assume no responsibility for the cost of replacement or repair. Such water entry could be the result of leakage or overflow in another unit for example, backup of drains or sewers. Damage from

water in one unit caused by negligence of the owner in another unit will be billed to the negligent owner. Damage from stoppage within a unit owner's fixture or appliance is the responsibility of the owner. Minor interior repairs for example, reseating of nails in wall panels, filling of settlement cracks, and correcting damage to interior trim are the owner's responsibility.

Floor Covering. All carpeting and floor covering and additional flooring within the unit are the property of the unit owner.

Pest Control. Elimination of animals or insect infestation of any type is the owner's responsibility. The Association assumes no responsibility.

Trim: Wood, Metal, Ceramic, etc. The unit owner is responsible for all interior repairs or replacements - for example, doors, jambs and trim, cabinets, counter tops, bathroom tiles, fireplace facing, hearth and mantel.

Smoke Detectors. It is the responsibility of the unit owner to maintain his smoke detectors in good operation condition.

Automatic Door Openers. A unit owner may install an automatic door mechanism at his own expense and will assume responsibility for subsequent maintenance of the door mechanism.

EXTERIOR WOOD AND METAL STRUCTURES

Dumpster Container Areas, Mail Boxes, Lighting Standards and Miscellaneous Items.

These items will be re-stained or repainted on the same cycle as the residences. Whenever damage occurs, the Association will make repairs.

LANDSCAPING

Landscaping of the common areas is under the supervision of the Association and will be so maintained except for plantings installed by residents upon receiving approval of a Variance. All requests for care of trees or lawns are to be made in writing through the Managing Agent.

GENERAL POLICY

In general, the policy of the Association is to maintain the common areas in a manner consistent with conditions existing when the condominium was turned over by the declarant. Vines, trees, and shrubs are not permitted to grow on or be in contact with buildings or other wooden structures. When such a situation occurs, vines may be removed and trees and shrubs either removed or pruned back by the Association.

SPECIFIC POLICY TREES AND SHRUBS

Native and Decorative Trees. The Association will make every reasonable effort to conserve native trees. Decorative trees planted originally by the Declarant will be maintained. When these native or decorative trees do not survive, the Association will determine whether to replace them, without restriction as to species, size, or number, after a study of the specific situation. Evergreens originally planted will be handled on a similar basis.

General Tree Care. General care, removal of dead trees, and pruning will be carried out on an approved cyclical program. This includes fertilizing, spraying, and tree surgery as determined by the Association.

Shrubs and Foundation Planting. The Association will maintain shrub, foundation, or ground cover planting. The Association reserves the option of replacing dead plants with others of comparable traits. No replacements will be made if a resident has made extensive changes, nor will a plant purchased by a resident be replaced. The Association will plant no additional shrubs.

Shrub Pruning. Shrubs will be pruned on a regular cycle or when the planting next to a unit grows so tall or so compact that it causes deterioration of siding, limits access along pathways, interferes with painting operations, etc. Pruning cycle will be determined by the Association.

Extra Planting by Residents. A Variance approval is required if a unit owner desires to replace, at his own expense, existing shrubbery with essentially different shrubs, or to plant additional shrubs, trees, or ground cover in common areas. The resident is responsible for maintaining the new or altered planting. If he subsequently elects not to maintain it, he is responsible for restoring the area to a condition comparable to that which originally existed. A unit owner having purchased from a prior owner who has done special planting is responsible for all maintenance of such planting on taking title. The only exception to the above-stated rule is that flowers may be planted in the existing border or beds immediately adjacent to the unit without obtaining a Variance approval.

LAWN AND NATURAL AREAS

Wild Areas. Wild areas are those left un-landscaped and in their original condition. No maintenance will be performed other than removal of dead trees, correction of serious erosion, and elimination of potential fire hazards.

Lawn Areas. The areas to be mowed will be determined by the Association. Lawn mowing normally will be scheduled once a week during the growing season. The schedule may be altered during dry spells by the Association. At no time should obstructions such as grills, or patio, lawn, or other furniture, or bird baths; fountains, or statuary be placed on a lawn or

other common area. The Association will not be responsible for items left on the lawn which may be damaged by lawn care operations.

Lawn Watering. Unit owners are encouraged to water shrubbery beds during dry spells.

Seasonal Lawn Maintenance. Lawn areas will be fertilized and treated on a cycle determined by the Association.

Spring Cleanup. In the spring, lawns will be cleared of winter debris and leaves removed from borders as early as weather permits. Sand spread during icing conditions will be removed from walks, roadways, and adjacent grassed edges. Lawn areas damaged by winter snow removal will be repaired. Common area beds, and mailbox areas will be refurbished where needed.

Drainage. Water Runoff, and Erosion. Where erosion has taken place or where it is found that standing water threatens to damage grass, plants or buildings, steps will be taken to rectify the condition. Lawn catch basins and roof gutters will be cleaned periodically and rebuilt or repaired if required.

ACCESS AREAS

Snow Removal. Removal of snow from the deck area and entrance steps is the responsibility of the unit owner.

MISCELLANEOUS

Modification and Waiver. A modification and waiver of any of the provisions of these Rules and Regulations shall be effective only if made in writing, and executed with the same formality as this Agreement. The failure of the Association to insist upon strict performance of any provisions of these Rules and Regulations shall not be construed as a waiver of any subsequent default of the same or similar nature.

Construction. These Rules and Regulations shall be construed and governed in accordance with the laws of the State of Connecticut.

Separable Provisions. These Rules and Regulations shall be considered separable and in the event any portion of them is declared invalid by any Court of competent jurisdiction, the same shall not affect the validity or affect any other portion or provision.

Headings. The paragraph headings herein are for convenience only and shall not be construed to limit or affect any provision of these Rules and Regulations.

APPENDIX A

Notice to: Proposed Lessors of The Fairways Units, Attorneys and Realtors

Attached are forms which must be used after October 1, 1992 to notify The Fairways at Torrington Association, Inc. of a proposed lease, a requirement set forth in the Rules and Regulations.

1. NOTICE AND OFFER TO LEASE

This form must be signed by each Owner and each tenant, and received by The Fairways at Torrington Association, Inc., prior to the lease start date, but not less than 15 days prior to that date.

The lease must conform to the Declaration, Bylaws, Rules and Regulations and leasing restrictions as identified in the Notice and Offer to Lease.

The Notice and Offer to Lease will not be deemed received until the Tenants Certificate of Occupancy and signed copy of the lease have been received by The Fairways at Torrington Association, Inc.

The Board of Directors shall not have any authority to approve or reject a lease except to extent allowed, and in compliance with, C.G.S. § 47-261b(f)(3) which states:

47-261b(f) An association may adopt rules that affect the use of or behavior in units that may be used for residential purposes, only to (3) Restrict the leasing of residential units to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders that regularly make loans secured by first mortgages on units in common interest communities or regularly purchase those mortgages, provided no such restriction shall be enforceable unless notice thereof is recorded on the land records of each town in which any part of the common interest community is located. Such notice shall be indexed by the town clerk in the grantor index of such land records in the name of the association.

2. TENANT'S CERTIFICATE OF OCCUPANCY

This form must be signed by the tenant listing all occupants and received by The Fairways at Torrington Association, Inc., c/o CM Property Management, P.O. Box 690, 800 South Main Street, Suite 130, Southbury, CT 06488 before the unit is occupied. Statement that a copy of the Rules and Regulations of The Fairways (which can be obtained from the management company) has been received, read and will be observed by the Tenant (s) and occupants.

The fee for filing a Notice and Offer to Lease and the Tenant's Certificate of Occupancy with The Fairways will be \$25.00 per lease. Failure to file these documents with The Fairways Association prior to the lease start date will result in a fine of \$100.00.
parking

NOTICE AND OFFER TO LEASE

To: Board of Directors
The Fairways at Torrington Association, Inc.

Pursuant to Bylaws of The Fairways at Torrington Association, Inc., as amended.

Re: Unit No. _____

Owner (s): _____

Address: _____

1. Owner has received a bona fide offer for a lease of the Unit which the Owner intends to accept from the following tenant (s).

Tenant 1

Tenant 2

Name _____

Current Street _____

Current

City, State, Zip _____

Term of lease: From _____ to _____

2. Owner and Tenant represent that the lease is consistent with the Declaration, Bylaws, and Rules and Regulations, and expressly provides:

- a) that it may not be renewed, modified, amended, extended, assigned and/or that the Tenant shall not sublet the Unit without the prior written consent of The Fairways at Torrington Association, Inc.; and
- b) that the Tenant shall abide by the Declaration, Bylaws and Rules and Regulations, as the same may be amended from time to time; and
- c) that the Landlord may terminate the lease and/or bring summary proceedings to evict the Tenant, if Tenant defaults in the performance of the lease or if the Tenant fails to abide by the Declaration, Bylaws or Rules and Regulations. Other terms and conditions, consistent with the Bylaws, may be stated in the lease; and
- d) the lease must also provide that The Fairways, may terminate the lease, or bring summary proceedings in the name of the Landlord if the Tenant fails to abide by the Declaration, Bylaws or Rules and Regulations of The Fairways. This includes the failure to pay fines levied against the Owner, because of actions/deeds by the Tenant, under the Bylaws and Rules and Regulations; and

e) the lease shall also contain the following provisions.

“In the event that the Owner (Landlord) shall fail to pay common charges for a period of sixty (60) days, thereafter, upon written notice to the Landlord and Tenant, the Tenant will pay to The Fairways such portion of the monthly rental equal to the monthly common charges which should be paid by the Owner. The Tenant shall pay said common charge, and any arrears, over to the Association upon demand, monthly or on such other terms as the lease may provide for the payment of rents”; and

f) reasonable legal fees incurred by the Association in enforcing the leasing provisions will be recovered from the unit owner.

1. Tenant’s Certificate of Occupancy is enclosed herewith and the statements therein constitute representations which are a material part of this Notice and Offer to Lease. This Notice and Offer will not be deemed to have been received by The Fairways until Tenant’s Certificate of Occupancy has been furnished to The Fairways Board of Directors.
2. A signed copy of the lease between Tenant and Owner must be submitted to the Board of Directors prior to the Tenant taking occupancy of the unit.
3. Tenant will not occupy the unit until the provisions stated herein have been complied with.

Dated _____ and signed below.

Owner (s) _____ Tenant _____

TENANT'S CERTIFICATE OF OCCUPANCY

To: Board of Directors
The Fairways at Torrington Association, Inc.

The undersigned, _____ and _____
proposed tenant (s) of (address) _____ at
The Fairways at Torrington Association, Inc. do state:

A. Tenant will occupy the unit as a:
Primary residence Secondary residence

B. The only other occupant (s) will be the following:

Name	Address	Relationship to Tenant
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Tenant will notify the current manager of The Fairways (CM Property Management, P.O. Box 690, 800 South Main Street, Suite 130, Southbury, CT 06488) in writing of any change in the foregoing occupancy.

D. Tenant has received a copy of the Rules and Regulations of The Fairways at Torrington Association, Inc. from the unit owner.

E. By the signature (s) below, the Tenant (s) declare (s) that the Rules and Regulations of The Fairways at Torrington Association, Inc. have been received, read and will be complied with and observed.

Signature (s) of Tenant (s) _____ Date _____

_____ Date _____

APPENDIX B

VARIANCE REQUEST PROCEDURE

1. Request for approval of all exterior changes or modifications to The Fairways at Torrington Association, Inc. (The Fairways) units shall be made using The Fairways at Torrington Association, Inc. "Variance Request" form. Interior structural changes also require a variance.
2. The Owner of Record will complete the top portion of the Variance Request providing adequate information for examination of the proposed change. If anything adjacent to or on the condominium will be moved or added, the following information is required.
 - a) a detailed sketch must be provided showing all appropriate dimensions and distances;
 - b) other pertinent information such as colors, type and grade of material should be provided.The Owner shall then forward the request form to The Fairways at least seven (7) full days prior to the Directors' meeting at which the variance is to be considered.
3. The condominium Board of Directors will examine the proposal and either approve or disapprove the request. The unit owner will receive written notice of the Board's decision no later than 60 days from receipt of the variance.
4. Unless otherwise specified in The Fairways documents, any variance approved will become the responsibility of the unit owner to maintain and/or replace. Approved variances will be listed on any resale certificate transferring to the new unit owner those conditions accepted at the time the variance was approved.
5. The Request form must be accompanied by a precise description of what the owner wants to do, plans and specifications, a statement of who is to do the work, and estimate of the time involved in said work. The Board may require plans prepared by a licensed engineer or architect. Municipal permits must be added to the application after preliminary approval has been indicated by the Board, and must be on file before written approval of the Request is issued by the Board. Plans and/or sketches must give dimensions of existing features as well as those of the proposed alteration/addition. Structural alterations include, but are not limited to, enlargement of deck or patio, placement of decorations or lights in limited common areas, installation of railing, awning, or decks, structural alteration of exterior walls.

VARIANCE REQUEST FORM

NAME: _____

ADDRESS: _____

UNIT NUMBER: _____

Describe in full - attach sketch if necessary:
(include name of contractor, if any, and an estimated time of completion)

I understand that The Fairways at Torrington Association, Inc. will not assume responsibility for maintenance or replacement of the above item unless otherwise specified in The Fairways documents. Should the property granted by this variance become a hazard to common property, it may be removed at the unit owner's expense. Approval of this request shall not be interpreted as waiver of any permit or license required by law.

Unit Owner's Signature _____ Date _____

.....

The Board of Directors ☐ **APPROVE** ☐ **DISAPPROVE** this variance request.

The following information relative to your variance will be listed on any Resale Certificate issued on your unit and responsibility for maintenance and/or replacement will be passed on to the new unit owner.

Signed by: _____ Date _____

Appendix C

THE FAIRWAYS AT TORRINGTON ASSOCIATION, INC.

COLLECTION/FORECLOSURE POLICY

WHEREAS, The Connecticut Common Interest Ownership Act ("The Act"), codified at C.G.S. Section 47-258, provides for a Statutory Limited Lien for unpaid common expenses. The lien is prior in right to a first mortgage and a second mortgage for only nine (9) months of assessments. In all other respects the lien is a priority lien against all other liens or monetary encumbrances against a unit. The priority lien also includes court costs, title search costs, and attorney's fees.

THEREFORE, the Association hereby adopts the following Collection/Foreclosure Policy in accordance with C.G.S. §47-258:

STANDARD COLLECTION/FORECLOSURE POLICY

1. It is the responsibility of each Unit Owner to pay all common charges, assessments, fines, and other charges imposed on the Unit Account when such payments are due. There is no legal requirement that the Condominium Association send a monthly statement or any other notice when charges are due except in situations where there is a change in the amount of the monthly common charges or as required by Statute. The Condominium Association mailings of statements, overdue statements, or final warning letters are a matter of convenience only. There is no legal requirement to send such notices and the failure of the Condominium Association to send such notices and/or the non-receipt of such notices by a Unit Owner does not constitute a legal excuse to not pay such charges when due. It is the responsibility of each Unit Owner to contact the Condominium Association with any questions as to the amounts owed on a Unit Account.
2. Once an account is referred to an Attorney for collection/foreclosure, all amounts received from a Unit Owner may, in the discretion of the Attorney, be applied to any portion of the lien including applying it to the oldest unpaid amount as shown on the Unit Account Statement, legal fees, and/or costs regardless of any restrictive memo. The Board of Directors authorizes its Attorney to collect payments and endorse and deposit checks made payable to the Association. The Attorney is also authorized to disburse the funds in his or her sole discretion unless the Board of Directors directs otherwise. There shall be a late charge in the amount of \$25.00 per month. The late charge will be imposed after the fifteenth (15th) calendar day of each month if there is any amount unpaid on the Unit Account as of the fifteenth (15th) day of each

calendar month, provided, however, no late charge shall be imposed for any month in which the Unit Owner makes a payment of not less than the amount due for said month and said payment is received on or before the fifteenth (15th) calendar day of the month. Additionally, interest at the rate of 1.5% per month shall be assessed against all outstanding balances at the end of the month.

3. The Association or its Agent shall refer a Unit Account to the Condominium Association's attorney for legal collection/foreclosure proceedings when the amount unpaid on a Unit Account is equal to or greater than two (2) months of monthly common charges.
4. The first attorney letter shall not commence a foreclosure action. Instead it shall be a Pre-foreclosure letter containing a thirty two (32) day notice. If the Unit Owner contacts the attorney and requests verification of the amount of unpaid common expenses, every reasonable effort is made to research the account and provide written verification of the amount of unpaid common expenses without additional charge to the Unit Owner. Once the debt is verified, the Unit Owner is provided an opportunity to present a payment plan if the Unit Owner is not able to pay that account in full at one time. The Association has no obligation to accept any payment plan. The preference of the Condominium Association is to accept a payment plan provided that the payment plan (1) is in writing; (2) requires payment of the current monthly common expenses and assessments, if any, that are due; and (3) requires not more than six (6) equal monthly payments towards the arrearage in an amount sufficient to satisfy the Unit Account arrearage and bring the Unit Account current within a six (6) month time period. In extreme situations the parties may agree to amend the payment plan provided the payment plan is in writing and there is no dispute as to the amount owed. In all cases, the payment plan includes a provision that the Unit Owner will be responsible for all common charges, late charges, assessments, attorney's fees, and costs of collection.
5. If the Unit Owner does not contact the Association or the parties cannot agree on a payment plan acceptable to the Association, the Association will then order a title search and commence the foreclosure proceedings with a thirty two (32) day letter. The same debt verification protections and payment plan options contained in the Pre-foreclosure letter shall be available to the Unit Owner.
6. The 32 day letter referred to in paragraph 5 above shall also be forwarded to any first and second mortgagee with a perfected security interest on the Unit. The Attorney, no less than 60 days prior to initiating a foreclosure action, shall forward a 60 day letter to the same first and second mortgagees pursuant to Public Act No. 13-156. Said 60 day letter shall be sent via first class mail and shall

include (A) the amount of unpaid common expense assessments owed to the Association as of the date of the notice; (B) the amount of any attorney's fees and costs incurred by the Association in the enforcement of its lien as of the date of the notice; (C) a statement of the Association's intention to foreclose its lien if the amounts set forth in subparagraphs (A) and (B) of this subdivision are not paid to the Association not later than sixty days after the date on which the notice is provided; (D) the Association's contact information, including, but not limited to, (i) the name of the individual acting on behalf of the Association with respect to the matter, and (ii) the Association's mailing address, telephone number and electronic mail address, if any; and (E) instructions concerning the acceptable means of making payment on the amounts owing to the Association as set forth in subparagraphs (A) and (B) of this subdivision. Any notice required to be given by the Association under this Collection/Foreclosure Policy shall be effective when sent.

7. Once an account is referred to an attorney for collection, the Condominium Association requires the Unit Owner to deal directly with the attorney's office until the account is paid current. All payments must be sent to the Attorney's office. Any checks or payments received by the Condominium Association or its Manager directly from a Unit Owner will be delivered to the Attorney's office. Payments are deemed sent when received by the Association's Attorney only.

This Collection/Foreclosure Policy shall be a standard policy and the Condominium Association hereby authorizes commencement of foreclosures against units provided that the provisions of this Collection/Foreclosure Policy have been substantially followed before commencement of a foreclosure.

This Collection/Foreclosure Policy was adopted with the same formalities required to adopt a Rule, following Notice and Comment to Unit Owners on this 5th day of May 2016.

THE FAIRWAYS AT TORRINGTON ASSOCIATION, INC.

APPROVED BY THE BOARD OF DIRECTORS ON THIS 5th DAY OF MAY 2016.

By: _____

Its President

Appendix D—Grill Policy

Common Buildings (#'s 6, 7, 8, 9 and 12):

Grills of any kind are prohibited from being stored or used on decks and ground floor patios. This is per the State Fire Code and at the direction of the City Fire Marshall\.

Grills are only permitted to be stored or used in Common Elements near these buildings with the written approval of the Board of Directors. Owners desiring to do so should discuss this first with our property manager. As noted previously a community grill is available for use to all residents near Building 7.

St Andrews Close:

Grills cannot be used or stored on enclosed decks or balconies. Grills should be used or stored at least five feet away from a building. It is suggested that grills therefore be stored and used on a resident's driveway at the required distance to ensure compliance with this requirement.

Owners of units without a driveway (#'s 2 to 4, 13 to 18) or who do not wish to store or use a grill on their driveway should contact our property manager to determine a suitable location.

Two Level Townhouses

Grills may be stored and used on a deck or patio as long as the grill is at least 5 feet away from the building. Therefore, the grill should be placed at the farthest end of the deck or patio away from the building.

Owners of One Level Townhouses (99 through 110 Berkshire Oval and Spyglass Court)

Grills may be stored and used on a deck or patio as long as the grill is at least 5 feet away from the building. Again, grills should be placed at the farthest end of the deck or patio away from the building. Grills may not be used on a deck or balcony with a deck or balcony above it. In that situation the owner should contact our property manager to determine a suitable location.

Charcoal grills and fire pits, etc. are strictly prohibited. Grills and tanks may not be stored or used in a garage or other enclosed space. Please do not leave a grill unattended while in use.

Dated and approved by the Board of Directors of The Fairways at Torrington Association, Inc. at Torrington, Connecticut this the 16th day of June 2022 following Notice to and Comment by the Unit Owners.

THE FAIRWAYS AT TORRINGTON, INC.

AMENDMENT TO RULES AND REGULATIONS

The Rules and Regulations of the Association are hereby amended as follows:

The following Rules were adopted by the Board of Directors following Notice and Comment to the Owners on June 16, 202 and will become effective Ten (10) Days after. These Rules shall be added to the current Rules and Regulations of the Association.

Air Conditioners and Fans. No window air-conditioners or window fans are permitted in any building without the prior written permission from the Board of Directors.

Prior to installing a window air-conditioner, the unit owner shall install and maintain support brackets in order to properly secure the air-conditioner. Support brackets shall be metal and appropriate to withstand the air-conditioner's weight and size.

The unit owner is responsible for the expense to install these brackets. Brackets shall not be nailed or screwed into the exterior of the building.

Barbecues. Gas or electric grills are only permitted to be used and stored in areas outlined in the attached Grill Policy (Appendix D). Charcoal grills and outdoor fires of any type are prohibited. No grill should be used underneath a roof or canopy. Grills and tanks may not be stored or used in a garage or other enclosed space. Grills must be attended when in use.

Appendix D—Grill Policy

Common Buildings (#'s 6, 7, 8, 9 and 12):

Grills of any kind are prohibited from being stored or used on decks and ground floor patios. This is per the State Fire Code and at the direction of the City Fire Marshall.

Grills are only permitted to be stored or used in Common Elements near these buildings with the written approval of the Board of Directors. Owners desiring to

do so should discuss this first with our property manager. As noted previously a community grill is available for use to all residents near Building 7.

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Grills may be stored and used on a deck or patio as long as the grill is at least 5 feet away from the building. Again, grills should be placed at the farthest end of the deck or patio away from the building. Grills may not be used on a deck or balcony with a deck or balcony above it. In that situation the owner should contact our property manager to determine a suitable location.

Charcoal grills and fire pits, etc. are strictly prohibited. Grills and tanks may not be stored or used in a garage or other enclosed space. Please do not leave a grill unattended while in use.

Dated and approved by the Board of Directors of The Fairways at Torrington Association, Inc. at Torrington, Connecticut this the 16th day of June 2022 following Notice to and Comment by the Unit Owners.

THE FAIRWAYS AT TORRINGTON ASSOCIATION, INC.

BY _____

Its President, Paul Summers