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# AMENDED AND RESTATED BYLAWS OF THE COURTYARD AT HERITAGE GREEN ASSOCIATION, INC.

**Table of Contents**





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# AMENDED AND RESTATED BYLAWS OF THE COURTYARD AT HERITAGE GREEN ASSOCIATION, INC.

## ARTICLE I
## INTRODUCTION

**Section 1.1 – Identification**. These are the amended and restated Bylaws of The Courtyard at Heritage Green Association, Inc., a nonstock corporation established and existing under the Nonstock Corporation Act, which is the association of Unit Owners of The Courtyard at Heritage Green, a common interest community established by a declaration by The Courtyard at Heritage Green, LLC dated December 29, 2004, and recorded on December 29, 2004, in Volume 479 at Page 137 of the Southbury land records. An amended and restated Declaration of The Courtyard at Heritage Green has been recorded contemporaneously with these Bylaws.

**Section 1.2 – Effect of Declaration**.

(a) 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.

(b) In case of conflict between the Declaration and these Bylaws, the Declaration shall control.

(c) Words and phrases used in these Bylaws with initial capitalization that are defined in the Declaration shall have the same meanings given them in the Declaration.

**Section 1.3 – Effect of Other Laws**. These Bylaws are also subject to the provisions and limitations of the Nonstock Corporation Act and CIOA. As provided in Section 47-207 of CIOA, to the extent the Nonstock Corporation Act is inconsistent with CIOA, CIOA controls.

**Section 1.4 – Earlier Bylaws Replaced**. These Bylaws replace any bylaws adopted by the Association, whether or not they were recorded on the land records of the town or towns in which the Common Interest Community is located.

## ARTICLE II
## EXECUTIVE BOARD

**Section 2.1 – Number, Election, Term, and Qualification.**

(a) The Executive Board shall consist of three individuals who shall serve as Directors as set forth in these Bylaws.

(b) The terms of at least one-third of the Directors shall expire annually, as established in a resolution of the Unit Owners setting terms.

(c) At each annual meeting of the Unit Owners, the Unit Owners shall elect successors for Directors whose terms are then expiring. Alternatively, if determined by the Executive Board pursuant to Section 4.14 of these Bylaws, the Unit Owners shall elect Directors by ballot without a meeting during the 60 days preceding each annual meeting.

(d) Directors shall take office at the annual meeting at which, or prior to which, they are elected. 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) At any meeting at which Directors are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with CIOA, the Declaration, these Bylaws, or the Nonstock Corporation Act.

(f) A majority of Directors shall at all times be Unit Owners. For the purpose of determining qualification to be a Director, a Unit Owner includes, 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.

(g) As provided in Subsection 47-245(j) of CIOA, no Person shall provide or offer to any Director or an individual seeking election as a Director, and no Director or individual seeking election as a Director shall accept, any item of value based on any understanding that the vote, official action, or judgment of such Director or individual seeking election would be or has been influenced thereby.

**<u>Section 2.2 – Powers and Duties</u>**. The powers and duties of the Executive Board and the limitations on the powers of the Executive Board are set forth in Sections 23.1 and 23.2 of the Declaration.

**<u>Section 2.3 – Manager</u>**. The Executive Board may employ a Manager for the Common Interest Community at a compensation established by the Executive Board, to perform such duties and services as the Executive Board shall authorize. The Executive Board may delegate to the Manager only the powers granted to the Executive Board under Subsections 23.1(c), (e), and (g) of the Declaration. The Manager may also assist the Executive Board in the exercise of its other powers as the Executive Board may direct. Licenses, concessions, and contracts may be executed by the Manager pursuant to specific resolutions of the Executive Board, and to fulfill the requirements of the budget.

**<u>Section 2.4 – Standard of Care</u>**. In the performance of their duties, the officers and Directors 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, provisions relating to conflicting interest transactions of Sections 33-1127 through 33-1139 of the Nonstock Corporation Act apply to all Directors.

**Section 2.5 – 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. Neither 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 2.6 – Removal of Directors.**

(a) The Unit Owners present in person or by proxy at a meeting at which a quorum of Unit Owners is present, or participating in a vote by ballot without a meeting as provided in these Bylaws and CIOA, may remove any Director, with or without cause, if the number of Votes cast in favor of removal exceeds the number of Votes cast in opposition to removal.

(b) The Unit Owners may not consider whether to remove a Director at a meeting of Unit Owners unless that subject was listed in the notice of the meeting or in the notice of the vote by ballot without a meeting.

(c) At any meeting at which there is to be a vote to remove a Director, the Director being considered for removal shall have a reasonable opportunity to speak before the vote is taken. If the vote is taken by ballot without a meeting, the Director being considered for removal shall be given a reasonable opportunity to deliver information to the Unit Owners as provided in Section 4.14 of these Bylaws relating to votes by ballot without a meeting.

**Section 2.7 – Vacancies**. As provided in the certificate of incorporation of the Association, vacancies in the Executive Board may be filled as follows:

(a) 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 Subsection 2.7(c) of these Bylaws 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.

(b) 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 vote by ballot without a meeting by which the Director was removed, or a subsequent vote by ballot without a meeting, or at a special or annual meeting of Unit Owners following the creation of the vacancy.

(c) Each individual appointed by the Executive Board pursuant to Subsection 2.7(a) of these Bylaws 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.

(d) Each individual elected by the Unit Owners pursuant to Subsections 2.7(b) or (c) of these Bylaws shall serve the unexpired portion of the term of the Director being replaced.

**Section 2.8 – Executive Board Meetings.**

(a) First Meeting Following the Annual Meeting of the Unit Owners. The first regular meeting of the Executive Board following each annual meeting of the Unit Owners shall be held immediately following adjournment of the annual meeting or thereafter at such time and place as shall be fixed by the Unit Owners at the meeting at which Directors were elected.

(b) Regular Meetings. In addition to the first meeting of the Executive Board following each annual meeting of Unit Owners, the Executive Board may set a schedule of regular meetings by resolution. The schedule of Executive Board meetings shall be given to Unit Owners.

(c) Special Meetings. Special meetings of the Executive Board may be called by the president or by a majority of the Directors.

(d) Minimum Number of Meetings. Notwithstanding any actions taken by the Executive Board pursuant to Section 2.16 of these Bylaws, there shall be at least two meetings of the Executive Board each year.

**Section 2.9 – Open Meetings.**

(a) Except during executive sessions, all meetings of the Executive Board, or of any Special Board Committee established by the Executive Board that is designated to act for the Executive Board in the exercise of 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 to comment 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 2.9 shall permit Unit Owners who are not Directors 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 Directors at which the Directors do not conduct Association business is not a meeting of the Executive Board. The Executive Board and the Directors may not use incidental or social gatherings of Directors or any other method to evade the open meeting requirements of this Section 2.9.

Section 2.10 – Executive Sessions. The Executive Board and any Special Board Committee established by the Executive Board that is designated to act for the Executive Board in the exercise of 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:

(a) Consult with the Association's attorney concerning legal matters;

(b) Discuss existing or potential litigation or mediation, arbitration, or administrative proceedings;

(c) Discuss labor or personnel matters;

(d) Discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or

(e) Prevent public knowledge of the matter to be discussed if the Executive Board or Special Board Committee determines that public knowledge would violate the privacy of any individual.

Section 2.11 – Location of Meetings. All meetings of the Executive Board shall be held at the Common Interest Community, in the town in which any portion of 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 2.12 – 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 Director and to the Unit Owners. The notice shall be given at least five 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 Bylaw or Rule is governed by Section 22.1 of the Declaration and notice of meeting for a hearing is governed by Sections 22.2 and 22.3 of the Declaration.

(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 2.12(a) of these Bylaws 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 at the meeting, if any, shall be provided to the Unit Owners following the meeting.

(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.

(d) If the meeting is included in a schedule given to the Unit Owners, the secretary shall make available an agenda for such meeting to each Director and to the Unit Owners not later than 48 hours prior to the meeting.

**Section 2.13 – Waiver of Notice**. Any Director may waive notice to such Director of any Executive Board meeting. The waiver must be in a Record, authenticated 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 arriving, 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 2.14 – Meetings by Telephonic, Video, or Other Conferencing Process**.

(a) The Executive Board may conduct a meeting entirely by telephonic, video, or other conferencing process if:

(i) 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;

(ii) The process provides all Directors the opportunity to hear or perceive what is being said by the other Directors and by any Unit Owners offering comments; and

(iii) 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.

(b) If the Executive Board conducts an in-person meeting at a specified location, one or more individual Directors may participate in the meeting by telephonic, video, or other conferencing process if such Directors can hear what is being said by the Directors and Unit Owners physically present at the meeting and the Directors and Unit Owners physically present at the meeting can hear such Directors. At such a meeting:

(i) A Director participating in the meeting in accordance with this Subsection 2.14(b) is deemed to be present in person at the meeting; and

(ii) The participation of one or more Directors in a meeting of the Executive Board in accordance with this Subsection 2.14(b) shall not entitle Unit Owners to participate in such meeting by telephonic, video, or other conferencing process as long as Unit Owners are permitted to attend the meeting in person in accordance with Section 2.9 of these Bylaws at the location at which it is being held.

<u>**Section 2.15 – Quorum and Voting**</u>.

(a) A majority of the number of Directors fixed by Subsection 2.1(a) of these Bylaws shall constitute a quorum of the Executive Board.

(b) Each Director shall have one equal vote on matters voted on by the Executive Board or by a Special Board Committee on which the Director serves.

(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 Directors present at the time of the vote is the act of the Executive Board, unless the Declaration or other provisions of these Bylaws require a greater vote.

(d) The minutes of each meeting of the Executive Board shall contain a record of how each Director cast their vote on any final action proposed to be taken by the Executive Board, unless such action was approved by the unanimous consent of the Directors or without objection by any Director.

(e) If at a meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called, may be transacted without further notice.

<u>**Section 2.16 – Action by Consent without a Meeting**</u>. Instead of acting by vote at a meeting, the Executive Board may act in accordance with either Subsection 2.16(a) or (b) below.

(a) <u>By Unanimous Consent</u>. Subject to the limitations set out in Subsections 2.16(d) and (e) below, the Executive Board may act by unanimous consent as documented in a Record or Records authenticated by all the Directors. Such

Record or Records shall be filed with the minutes of the Executive Board. Such unanimous consent shall constitute the act of the Executive Board with the same force and effect as if it had been adopted at a meeting.

(b) By Two-Thirds Consent.

(i) Subject to the limitations set out in Subsections 2.16(d) and (e) below, at the direction of the president, or, in the absence or unavailability of the president, the vice president, the secretary shall give a notice to all of the Directors that contains:

(A) A statement of the action or actions proposed to be approved by the Directors without a meeting;

(B) A request that each Director indicate consent or nonconsent to each action in a Record authenticated by such Director;

(C) A deadline by which such authenticated Records must be received; and

(D) An address or addresses, electronic or otherwise, to which such Records must be sent.

(ii) Upon the passing of the deadline, the secretary shall file the following with the minutes of the Executive Board:

(A) A copy of the notice, together with proof of the giving of the notice;

(B) The Records containing the authenticated consents of those Directors who consented to one or more of the proposed actions;

(C) Any other communications received from the Directors in response to the notice, including, but not limited to, any responses from Directors who did not consent to one or more of the proposed actions; and

(D) The names of those Directors who did not respond to the notice.

(iii) If, by the deadline set out in the notice, the Association has received Records containing the authenticated consents of at least two-thirds of all of the Directors to one or more of the proposed actions, then such consents shall constitute the approval of the Executive Board of such action or actions with the same force and effect as if the action consented to had been adopted at a meeting.

(c) The secretary promptly shall give notice to all Unit Owners of any action taken by the Executive Board in accordance with Subsection 2.16(a) or (b) above.

(d) The Executive Board may not act without a meeting under this Section 2.16 on any matter for which Notice and Comment is required until the Association has given advance notice of the proposed action to the Unit Owners as required by Section 22.1 of the Declaration, and has circulated any comments it receives to all of the Directors at or before the time when they are asked to consent to the action.

(e) The Executive Board may not act without a meeting under this Section 2.16 on any matter for which Notice and Hearing is required until the Association has given notice of the hearing and held the hearing during a regular or special meeting of the Executive Board as required by Section 22.2 or 22.3 of the Declaration.

**Section 2.17 – Limitation on Challenges**. Even if an action by the Executive Board is not in compliance with the requirements of Section 47-250 of CIOA, including provisions of the Community Documents reiterating or implementing such requirements, 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 Section 47-250, including provisions of the Community Documents reiterating or implementing such requirements, may not be brought more than 60 days after the minutes of the Executive Board of the meeting at which the action was taken are approved or the record of that action is distributed to Unit Owners, whichever is later.

**Section 2.18 – Compensation**. [No member of the Executive Board shall receive any compensation from the Association for acting as such. A Director may be reimbursed for necessary expenses actually incurred in connection with such Director's duties, as approved by the Executive Board.

**Section 2.19 – Rules of Order**.

(a) Meetings of the Executive Board shall be conducted in accordance with the most recent edition of *Robert's Rules of Order Newly Revised*, as it applies to boards of 12 or fewer members unless:

(i) The Declaration, these Bylaws, CIOA, or other applicable law provides otherwise; or

(ii) Two-thirds of the Directors vote to suspend those rules.

(b) If the individual chairing the meeting of the Executive Board is a Director, that individual may participate in discussions and in debate and may vote on all questions.

## ARTICLE III
## COMMITTEES

**Section 3.1 – Special Board Committees.**

(a) The Executive Board may, by resolution, establish one or more Special Board Committees which shall exercise such powers 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. 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) Adopt, amend, or repeal budgets and Special Assessments;

(v) Approve a plan of merger;

(vi) Authorize the borrowing of money by the Association;

(vii) 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

(viii) Dissolve the Association.

(c) The Executive Board may appoint one or more Directors as alternate members 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 a 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 Director to act in place of the absent or disqualified Director.

(d) 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, quorum, and voting requirements.

**Section 3.2 – Advisory Committees**. The Executive Board, by resolution, may establish one or more Advisory Committees 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. Members of an Advisory Committee may be Directors, Unit Owners, or individuals who are not Unit Owners, as may be appointed by the Executive Board or the president, whichever is the establishing authority, and shall serve at the pleasure of 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 establishing authority, shall, from time to time, specify.

## ARTICLE IV
## UNIT OWNERS

**Section 4.1 – Annual Meeting**. Annual meetings shall be held at such time each year as the Executive Board may designate. Only matters described in the meeting notice of the annual meeting may be considered at the annual meeting.

**Section 4.2 – Budget and Special Assessment Meetings**. Meetings of Unit Owners to consider proposed budgets or proposed Special Assessments shall be called in accordance with Sections 17.4 or 17.5 of the Declaration, as applicable. The budget or Special Assessment 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 20% 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 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 the Common Interest Community, in the town in which any portion of the Common Interest Community is located, in a neighboring town, or at such other suitable place that is reasonably convenient to the Unit Owners, which 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, providing all Unit Owners the opportunity to hear or perceive and participate in the discussion and offer comments regarding any matter affecting the Common Interest Community and the Association then the Executive Board may adopt a resolution authorizing such process. The resolution shall:

(a) Specify the process or processes that may be used;

(b) Require that the notice of the meeting include information explaining how Unit Owners may participate in the conference directly or by meeting at a location at which a meeting of Unit Owners could be held; and

(c) Contain such other provisions consistent with Community Documents and CIOA as the Executive Board considers appropriate.

**Section 4.6 – Notice of Meetings**. The secretary or other officer specified in these Bylaws shall notify the Unit Owners of the time, date, and place of each annual or special meeting of the Unit Owners not less than ten nor more than 60 days before the meeting date. If the first meeting of the Executive Board to be held after an annual meeting is to take place promptly after the adjournment thereof, the notice of such Executive Board meeting may be combined with the notice of the annual meeting. 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:

(a) A statement of the general nature of any amendment to the Declaration, including the text of any proposed amendment;

(b) A statement of the general nature of any amendment to these Bylaws, including the text of any proposed amendment;

(c) A summary of any budget, budget amendment, or Special Assessment to be voted on at the meeting;

(d) Any proposal to remove a Director; and

(e) Specific notice of any other proposed action if CIOA, the Declaration, or these Bylaws requires specific notice of such action.

Only matters described in the notice of the meeting may be considered at that meeting.

**Section 4.7 – Waiver of Notice**.

(a) Any Unit Owner may waive notice to such Unit Owner of any meeting. The waiver must be in a Record, authenticated 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 or promptly on arrival 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, either in person or by proxy, may adjourn the meeting from time to time. If a quorum is present at any adjourned meeting, then any business that might have been transacted at the meeting originally called may be transacted without further notice.

**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 or the Association.

(b) This opportunity may be in the form of a comment period at a designated time during the meeting. The Executive Board or the Unit Owners present at the meeting 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:

(a) Roll call (or check-in procedure).

(b) Proof of notice of meeting.

(c) Consideration and approval of minutes of preceding meeting.

(d) Reports, as applicable and as determined by the Executive Board, of the Manager, the president, other officers, Special Board Committees, if any, or Advisory Committees, if any.

(e) Unit Owner comment period.

(f) Election of inspectors of election or voting (when required).

(g) Election of Directors (when required and noticed).

(h) Consideration of ratification of budget (when required and noticed).

(i) Consideration of ratification of Special Assessment (when required and noticed).

(j) Unfinished business (as included in the notice of the meeting).

(k) New business (as included in the notice of the meeting).

(l) Adjournment.

**Section 4.11 – Moderator of Meetings.**

(a) The president of the Association shall preside at each meeting of Unit Owners, or in the absence of the president another officer of the Executive Board shall preside, unless Subsection 4.11(b) applies.

(b) The president or other officer may relinquish chairing the meeting if:

(i) In light of the nature of the proceedings or the nature of the agenda items, the Executive Board or the president in advance of the meeting designates another individual to preside over all or a portion of the meeting as specified by the Executive Board or the president, as the case may be; or

(ii) It becomes necessary or appropriate during the course of a meeting for the president of the Association, as its chief executive officer, or for another officer, chairing a meeting in the absence of the president, 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 individual chairing the meeting may relinquish the chair in order to participate in the debate and may designate an alternate chair, or the Unit Owners may nominate an alternate chair. If the individual chairing a meeting relinquishes the chair to participate in the debate on an issue, such individual may not resume chairing the meeting until the debate and, if applicable, vote, on the issue has concluded.

(c) The chair designated by the Executive Board or the president or 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 Unit Owners of a Unit is present at a meeting of the Unit Owners, in person or by proxy, or participating in a vote without a meeting, that Unit Owner is entitled to cast all the Votes allocated to that Unit. If more than one of the Unit Owners of the Unit is present, in person or by proxy, or participating in a vote without a meeting, 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 Unit 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 Unit Owners of the Unit.

(b) If a Unit is owned by a corporation, partnership, limited liability company, trust, or other legal entity, the entity may designate a natural person 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. 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 natural 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.

__Section 4.13 – Voting – Proxies__. The following requirements apply to the use of proxies by Unit Owners:

(a) Votes allocated to a Unit may be cast at a meeting of the Unit Owners pursuant to a proxy duly executed or authorized by a Unit Owner of the Unit.

(b) If a Unit is owned by more than one Person, each Unit Owner of the Unit may vote or register protest to the casting of votes by any other Unit Owner of the Unit through a duly executed or authorized proxy.

(c) A proxy is not a ballot and cannot be counted as a ballot. A proxy is a particular Record by which a Unit Owner can designate someone as a proxy holder to attend meetings of the Unit Owners and to act and vote on the Unit Owner's behalf.

(d) A 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 Director.

(e) A proxy must contain:

(i) The name of the Unit Owner;

(ii) The name of the Association or of the Common Interest Community;

(iii) The name or designation of the individual or individuals to whom the proxy is given; and

(iv) The date on which the proxy was executed or authorized.

(f) A proxy may also contain other provisions, including, but not limited to:

(i) Directions for the substitution of another proxy holder; or

(ii) Directions on how a proxy holder shall vote or act on one or more matters.

(g) A proxy is void if it purports to be revocable without notice.

(h) A proxy terminates one year after its date, unless it specifies a shorter term.

(i) A proxy takes effect only when delivered to the Association at or before a meeting at which it is used. A proxy may be delivered to the Association:

(i) As an original signed by or on behalf of the Unit Owner;

(ii) As a photocopy, a scanned copy, or similar reproduction of an original signed by or on behalf of the Unit Owner; or

(iii) As an email or other electronic transmission that contains or is accompanied by information from which one can determine that the transmission was authorized by the Unit Owner.

(j) A Unit Owner may revoke a proxy only by giving actual notice of revocation to the Association so that it reaches the individual chairing the meeting of the Unit Owners.

(k) An individual may not cast more than 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 4.13(k), be considered an undirected proxy.

(l) The Association may, but is not required to, 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 form:

(i) Shall include a blank space reserved for the insertion of the name of the proxy holder; and

(ii) May include the name of an individual 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 out in Subsection 4.13(k) of these Bylaws.

**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 by vote by ballot without a meeting. In that event, the following shall apply:

(a) The Association shall notify the Unit Owners that the vote will be taken by vote by ballot without a meeting.

(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 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 cast under this Section 4.14 is not revoked after delivery to the Association by death or disability or attempted revocation by the Person who delivered the ballot.

(f) Approval by vote by ballot without a meeting is valid only if the total number of Votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action.

(g) Where one or more Directors are to be elected by means of vote by ballot without a meeting, at least 30 days before the ballots are to be distributed, the Executive Board shall solicit nominations of candidates for the Director positions that are to be filled and specify a date not less than 20 days before the ballots are to be distributed for such nominations to be received by the Executive Board. The Executive Board shall include with the ballot for such election of Directors the names of individuals nominated. The Executive Board may establish rules and procedures for candidates to provide information to be included with the ballot when distributed to the Unit Owners.

(h) The resolution of the Executive Board for a vote of Unit Owners by vote by ballot without a meeting may specify such other procedural and logistical details of the voting procedure that are not inconsistent with or contrary to the applicable requirements of CIOA and these Bylaws as the Executive Board deems appropriate.

(i) The Executive Board may engage the services of a third-party vendor to conduct the vote by ballot without a meeting.

Section 4.15 – Quorum. Except as otherwise provided in these Bylaws, the Unit Owners present in person or by proxy, at any meeting of Unit Owners or casting ballots in a vote by ballot without a meeting, shall constitute a quorum for action at such meeting or approval by vote without a meeting.

Section 4.16 – Requisite Unit Owner Vote.

(a) Except as otherwise provided in Subsections (b) or (c) of this Section, a majority of the Votes cast at a meeting at which a quorum is present or a majority of the Votes cast by ballot without a meeting in which the total Votes cast equal or exceed a quorum, is the decision of the Unit Owners for all purposes;

(b) Directors shall be elected by a plurality of the Votes cast at a meeting at which a quorum is present or a plurality of the Votes cast by ballot without a meeting in which the total Votes cast equal or exceed a quorum, even if the Votes cast for any one individual do not constitute a majority; and

(c) If any provision of the Act, other law, the Declaration, or these Bylaws requires a greater number or portion of the Votes of the Unit Owners than is required by Subsections (a) or (b) of this Section, such provision shall control.

Section 4.17 – Action by Agreement. Where the Unit Owners are asked to approve an amendment to the Declaration or these Bylaws, or an assignment of the Association's right to future income, 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 or authenticated by one of the Unit Owners of a Unit constitutes the agreement of all Unit Owners of the Unit, unless one or more of the other Unit Owners of the Unit gives notice to the Association in writing or another Record of disagreement with that action before the agreement on the action under consideration becomes effective. If one or more of the Unit Owners of a Unit delivers notice of a disagreement, the Unit Owners of the Unit shall be deemed to have agreed to the amendment or the other action only if agreements are received from Unit Owners of a majority in interest in the Unit.

**Section 4.18 – Rules of Order**.

(a) Meetings of the Unit Owners shall be conducted in accordance with the most recent edition of *Robert's Rules of Order Newly Revised* unless:

(i) The Declaration, these Bylaws, CIOA, or other applicable law provides otherwise; or

(ii) Two-thirds of the Votes allocated to Unit Owners present at the meeting, in person or by proxy, vote to suspend those rules.

(b) The individual chairing the meeting may vote at the meeting while acting as chair, only if the individual is a Unit Owner and either:

(i) The vote is taken by ballot; or

(ii) The vote of the chair would change the outcome. (If the motion is tied and the chair is in favor of the motion, the chair may vote, thus breaking the tie and creating a majority so that the motion passes. If the motion has one more vote in favor than against, and the chair is opposed to the motion, the chair may vote, thus creating a tie and preventing a majority so that the motion fails.)

## 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 elect an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The president and vice president must each be a Director at all times while holding their respective offices. The other officers may be, but are not required to be Directors. Any two offices may be held by the same individual, except the offices of president and vice president, president and secretary, or vice president and secretary. The office of vice president may be vacant. The 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 first meeting of the Executive Board following each annual meeting of the Unit Owners and shall continue in office until a successor is elected or such officer resigns or 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, except as limited by the Community Documents or CIOA. The president may fulfill the role of treasurer in the absence of the treasurer. The president, as attested by the secretary, may cause to be prepared and may execute amendments to the Declaration and these 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 the duties of president 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 and may attest to execution by the president of amendments to the Declaration and these 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's 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 stocks, 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 an officer of the Association or by such other individual or individuals as may be designated by the Executive Board.

**Section 5.9 – Compensation**. An officer may receive fees from the Association for acting as an officer of the Association and/or, if an employee of the Association, compensation as an employee of the Association, in each case, as may be set by resolution of the Unit Owners. An officer may be reimbursed for necessary expenses actually incurred in connection with such officer's duties, as approved by the Executive Board.

## ARTICLE VI
## FINES

**Section 6.1 – Fines**. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to $50.00 per day for a violation of the Community Documents and for each day that the violation persists after the Executive Board votes to impose the initial fine.

## ARTICLE VII
## INDEMNIFICATION

**Section 7.1 – Indemnification**. The Association shall indemnify Directors and officers of the Association as and to the extent provided in the certificate of incorporation of the Association.

## ARTICLE VIII
## RECORDS

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

**Section 8.2 – Records to be Maintained**. The Association shall maintain and retain the following records:

(a) Detailed records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records, including, but not limited to, records relating to reserve accounts, if any;

(b) Minutes of all meetings of the Unit Owners, the Executive Board, and any Special Board Committee, other than executive sessions, and a record of all actions taken by the Unit Owners or the Executive Board without a meeting;

(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, including but not limited to:

(i) The Declaration and all amendments to the Declaration;

(ii) The Association's certificate of incorporation and all amendments thereto;

(iii) These Bylaws and all amendments to the Bylaws;

(iv) All Rules currently in effect;

(v) Any schedule of standard fixtures, betterments, or Improvements promulgated by the Association under Subsection 20.2(a)(ii) of the Declaration;

(vi) Any maintenance standards promulgated by the Association; and

(vii) Any designation of or requirement for High-Risk Components or Conditions adopted by the Executive Board under Section 6.6 of the Declaration.

(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 CIOA;

(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; and

(k) Ballots from votes by ballot without a meeting, ballots cast at meetings, proxies, and other records related to voting by Unit Owners for one year after the election, action, or vote to which they relate.

<u>**Section 8.3 – Examination and Copying of Records**</u>.

(a) Subject to Subsections 8.3(b) and (c) of these Bylaws, all records retained by the Association, including, but not limited to, the records maintained pursuant to Section 8.2 of these Bylaws, 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 individuals to whom such records relate; or

(ii) Information the disclosure of which would violate any law other than CIOA.

(c) Except as provided in Subsection 8.3(d) of these Bylaws, 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 goods 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, these 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

(vi) Individual Unit files other than those of the requesting owner.

(d) Records withheld from inspection under Subsection 8.3(c) of these Bylaws 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 8.3 and for supervising the Unit Owner's inspection.

(f) A right to copy records under this Section 8.3 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.

(g) The Association is not obligated to compile or synthesize information.

(h) Information provided pursuant to this Section 8.3 may not be used for commercial purposes.

**Section 8.4 – Resale Certificates and Statements of Unpaid Assessments.**

(a) The treasurer, assistant treasurer, or a Manager employed by the Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with Section 47-270 of CIOA and statements of unpaid assessments in accordance with Subsection 47-258(h) of CIOA.

(b) The Association may charge a reasonable fee for preparing resale certificates and statements of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Executive Board subject to any limitations contained in CIOA. The Association may refuse to furnish resale certificates and statements of unpaid assessments until the fee is paid. Any unpaid fees may be assessed as a Common Expense against the Unit for which the certificate or statement is furnished.

(c) The Executive Board shall adopt a form resale certificate to satisfy the requirements of Section 47-270 of CIOA.

**Section 8.5 – Minutes of Executive Board Meetings.** The draft minutes of each meeting of the Executive Board, except for minutes, if any, of portions of meetings held in executive session, will be made available for inspection within a reasonable time after any such meeting.

## ARTICLE IX
## NOTICES

**Section 9.1 – Notices to Association or Executive Board.** All notices to the Association or the Executive Board shall be delivered as follows:

(a) To the address designated by the Association, from time to time, by notice in a Record to the Unit Owners and to the Eligible Mortgagees and Eligible Insurers, if any;

(b) If the Association does not designate an address, to the office of the Manager; or

(c) If there is no Manager, then to the registered agent of the Association appointed in accordance with Section 33-1050 of the Nonstock Corporation Act at the address of such registered agent as on file with the Connecticut Secretary of the State.

**<u>Section 9.2 – Notices from Association to Unit Owners</u>.**

(a) Unless CIOA, 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 CIOA and Article XXII of the Declaration 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.

**<u>Section 9.3 – Notices to Directors</u>**. Notices to Directors shall be in writing, unless oral notice is reasonable in the circumstances and may be communicated in person, by United States mail or other method of delivery, or by voice mail, or other electronic means. Notice by electronic mail is written notice.

**<u>Section 9.4 – Notices to Unit Owners of Legal Proceedings</u>**. The Executive Board shall promptly 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.

**<u>Section 9.5 – Effectiveness</u>**. All notices required to be given by the Association shall be deemed to have been given when sent. Notices to the Association or the Manager are effective only when actually received.

**<u>Section 9.6 – No Invalidity of Action</u>**. The ineffectiveness of a good faith effort to deliver notice by an authorized means does not invalidate action taken with or without a meeting.

**<u>Section 9.7 – Calculation of Time Periods</u>**. In computing the period of time of any notice required or permitted to be given under the Community Documents, applicable law, or a resolution of the Unit Owners or the Executive Board, the day on which the notice is given shall be excluded and the day on which the matter noticed is to occur shall be included, unless such documents, law, or resolution provides otherwise.

# ARTICLE X
# AMENDMENTS TO BYLAWS

**Section 10.1 – Amendments by Executive Board.** Except as provided in Section 10.2 of these Bylaws, only the Executive Board (and not the Unit Owners) may amend the Bylaws, after Notice and Comment, by a vote of two-thirds of the Directors then in office at any meeting of the Executive Board at which a quorum is present duly called for such purpose.

**Section 10.2 – Amendments by Unit Owners.** Only the Unit Owners (and not the Executive Board) may amend those provisions of these Bylaws that relate to or affect the following matters, by vote or agreement of Unit Owners of Units to which more than 50% of the Votes in the Association are allocated:

(a) The qualifications, powers and duties, or terms of office of Directors;

(b) The number of Directors;

(c) The manner of election of Directors;

(d) The quorum or voting requirements for the Executive Board;

(e) The calling and conduct of meetings of the Unit Owners, of votes by Unit Owners without a meeting, or actions taken by the agreement of Unit Owners including, but not limited to, any provision of Article IV of these Bylaws;

(f) The quorum or voting requirements for the Unit Owners;

(g) The timing, content of, or the procedures for giving notices to Unit Owners, opportunities for Unit Owner comment at any meetings 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

(h) The manner or required vote to adopt, amend, or repeal any Bylaw, including, without limitation, any provision of this Section 10.2.

**Section 10.3 – Notice to Unit Owners of Amendments to the Bylaws.** Following the adoption of an amendment to these Bylaws by the Association, the Association shall give all Unit Owners notice of its action and include with it a copy of such amendment.

**Section 10.4 – Limitation of Challenges.** No action to challenge the validity of an amendment to these Bylaws adopted by the Executive Board or the Unit Owners consistent with the provisions of this Article X may be brought more than one year after the later of the date that the amendment is effective or the date that notice of the amendment has been provided to the Unit Owners.

**Section 10.5 – Recording of Bylaws and Amendments.**

(a) Amendments to these Bylaws that have been duly adopted shall be prepared 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.

(b) The Bylaws and every amendment to the Bylaws shall be recorded on the land records of every town in which any portion of the Common Interest Community is located and are effective only on recording. The Association shall request that the town clerk index these Bylaws and all amendments to the Bylaws in the name of the Common Interest Community and in the name of the Association as both grantors and grantees. These Bylaws are not a part of the Declaration and are not to be considered to be title documents. Such recorded Bylaws shall not be considered a muniment of title, additional encumbrances, or covenants affecting land.

## ARTICLE XI
## MISCELLANEOUS

**Section 11.1 – Fiscal Year**. The Executive Board shall establish the fiscal year of the Association.

**Section 11.2 – 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 11.3 – 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.

**Section 11.4 – Invalidity**. The invalidity of any part of these Bylaws shall not impair or affect in any manner the enforceability or effect of the balances of these Bylaws.

**Section 11.5 – Captions**. The captions inserted herein are inserted only as a matter of convenience and for reference and do not define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

**Section 11.6 – Number and 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 Community Documents so requires.

Dated May 01, 2021

Certified to be the Bylaws of The Courtyard at Heritage Green Association, Inc.

Secretary, The Courtyard at Heritage Green Association, Inc.

INST# 1800

RECORDED SOUTHBURY LAND RECORDS
ON May 07,2021 AT 10:02A
VOL 726 PAGE 486-516 BY
Alicia A Marsan Asst Town Clerk

*After recording, please return to:*
*Sandler & Hansen, LLC*
*98 Washington Street, Third Floor*
*Middletown, CT 06457*

**AMENDED AND RESTATED DECLARATION OF THE COURTYARD AT HERITAGE GREEN ADOPTED BY THE MEMBERS OF THE COURTYARD AT HERITAGE GREEN ASSOCIATION, INC. SOUTHBURY, CONNECTICUT**

**Table of Contents**

# AMENDED AND RESTATED DECLARATION OF THE COURTYARD AT HERITAGE GREEN ADOPTED BY THE MEMBERS OF THE COURTYARD AT HERITAGE GREEN ASSOCIATION, INC.

This is the amended and restated Declaration of The Courtyard at Heritage Green, Southbury, Connecticut. The original declaration of The Courtyard at Heritage Green by The Courtyard at Heritage Green, LLC, was dated December 29, 2004, and recorded on December 29, 2004, in Volume 479 at Page 137 of the Southbury land records. This Declaration replaces the original declaration of The Courtyard at Heritage Green and the amendments, if any, made prior to this Declaration, except as provided herein.

The undersigned, President of The Courtyard at Heritage Green Association, Inc., hereby certifies that this amended and restated Declaration was adopted by the agreement of Unit Owners holding at least 67% of the voting power in the Association. There are no Eligible Mortgagees holding mortgages on Units in the Common Interest Community.

## ARTICLE I
## DEFINITIONS

In the Community Documents, when the following words and phrases appear with initial capital letters, they shall have the following meanings. When they appear without initial capitals letters, they shall have their ordinary meaning:

**Section 1.1 - Advisory Committees.**

One or more committees established by the Executive Board or by the president, whose members may include Directors, Unit Owners and other individuals, which is not empowered to exercise the power of the Executive Board.

**Section 1.2 – Allocated Interests.**

The undivided interest in the Common Elements, the Common Expense liability, and Votes in the Association allocated to the Units in the Common Interest Community. The Allocated Interests are described in Article VIII of this Declaration and shown on Schedule A-3.

**Section 1.3 – Association.**

The Courtyard at Heritage Green Association, Inc., a nonstock corporation organized under the laws of the State of Connecticut. It is the association of unit owners pursuant to Section 47-243 of CIOA.

**Section 1.3A - Building.**

Any residential building now or hereafter constructed as part of the Common Interest Community.

**Section 1.4 – Bylaws.**

The Bylaws of the Association, as they may be amended from time to time. The current Bylaws have been recorded contemporaneously with this amended and restated Declaration.

**Section 1.5 – CIOA.**

The Common Interest Ownership Act, Chapter 828, Sections 47-200 through 47-299, of the Connecticut General Statutes, as it may be amended from time to time. Amendments to CIOA that are applicable to common interest communities already in existence will apply to this Common Interest Community, however amendments that are expressly applicable only to common interest communities created after the effective date of the amendments will not apply to this Common Interest Community unless the Community Documents are amended to incorporate such amendments to CIOA.

**Section 1.5A - Clubhouse/Pool.**

A recreational clubhouse with a swimming pool as shown on the Survey. The Clubhouse/Pool is a Common Element, and is not considered a Building.

**Section 1.6 – Common Elements.**

All portions of the Common Interest Community other than the Units. Common Elements may include easements in favor of Units or the Common Elements over other Units and other interests in real property for the benefit of Unit Owners which are subject to this Declaration.

**Section 1.7 – Common Expense Assessment.**

An assessment for Common Expenses against one or more Units adopted by the Association. It includes fees, charges, late charges, fines, and interest charged against a Unit Owner pursuant to CIOA, the Community Documents, or both.

**Section 1.8 – Common Expenses.**

Expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves, including, but not limited to:

(a) Expenses of administration, operation, and Maintenance, Repair, or Replacement of the Common Elements and those portions of the Units for which the Association is responsible;

(b) Expenses necessary or useful for the operation of the Association or the accomplishment of its purposes, or that the Association incurs in exercising its powers or performing its duties under the Community Documents, CIOA, or other applicable law;

(c) Expenses declared to be Common Expenses by the Community Documents or by CIOA;

(d) Expenses agreed upon as Common Expenses by vote of a majority of the Votes cast by Unit Owners at a meeting at which a quorum is present;

(e) Expenses incurred by the Association for electricity, gas, water, sewer, telecommunication, and other utility charges not billed by the provider to individual Units; and

(f) Such reserves as may be established by the Association, whether held in trust or by the Association, including, but not limited to, reserves for Maintenance, Repair, Replacement, or addition to the Common Elements, to those portions of the Units for which the Association is responsible, and to any other real or personal property acquired or held by the Association.

Some costs and expenses imposed by the Association shall be Common Expenses but shall be assessed against fewer than all the Units as provided in Section 17.2 of this Declaration.

**Section 1.9 – Common Interest Community.**

The Courtyard at Heritage Green.

**Section 1.10 – Community Documents.**

The Community Documents consist of the following as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a document is a part of that document:

(a) This Declaration;

(b) The Survey;

(c) The Plans;

(d) The certificate of incorporation of the Association;

(e) The Bylaws of the Association; and

(f) The Rules of the Association.

**Section 1.11 – Damaged or Destroyed.**

A portion of the Common Interest Community is Damaged or Destroyed (or suffers Damage or Destruction) if it suffers physical damage that is of a type and is caused by an occurrence of a type covered by the insurance the Association is required to carry by Section 47-255 of CIOA, by insurance the Association is required to carry by this Declaration, or by other insurance carried by the Association.

**Section 1.12 – Declarant.**

The Courtyard at Heritage Green, LLC a Connecticut limited liability company, which declared the Common Interest Community in 2004. It is no longer involved in the Common Interest Community and all of its rights as Declarant have expired.

**Section 1.13 – Declaration.**

This document, including any amendments.

**Section 1.14 – Development Rights.**

The rights that may be reserved by a declarant as defined in Subsection 47-202(16) of CIOA. No Development Rights exist as of the date of this amended and restated Declaration.

**Section 1.15 – Director.**

A member of the Executive Board.

**Section 1.16 – Eligible Insurer.**

An insurer or guarantor of a first Security Interest in a Unit that has notified the Association in writing, of its name and address, that it has insured or guaranteed such Security Interest, and the identification of the Unit on which it has insured or guaranteed such Security Interest. Such notice shall be deemed to include a request that the Association give the Eligible Insurer the notices and other rights described in Article XVI.

**Section 1.17 –Eligible Mortgagee.**

The holder of a first Security Interest in a Unit that has notified the Association in writing, of its name and address, that it holds a first Security Interest in a Unit, and the identification of the Unit on which it holds such Security Interest. Such notice shall be deemed to include a request that the Association notify the Eligible Mortgagee of any proposed action requiring the consent of a specified percentage of holders of first Security Interests and that the Eligible Mortgagee be given the other notices and rights described in Article XVI.

**Section 1.18 – Executive Board.**

The board of directors of the Association pursuant to Subsections 47-245(a) and (b) of CIOA, and Sections 33-1080 through 33-1139 of the Nonstock Corporation Act, except where superseded by CIOA.

**Section 1.18A – Garage.**

A structured or sheltered Parking Area.

**Section 1.18B – Garage Spaces.**

Parking Spaces within a Garage.

**Section 1.18C – Handicapped Space.**

A Parking Space that is designated pursuant to applicable governmental requirements as reserved for use by appropriately credentialed vehicles of handicapped persons.

**Section 1.19 – High-Risk Components or Conditions.**

Those objects, fixtures, components, or conditions within the Units which are determined to pose a particular risk of damage to or which could have an adverse effect on other Units and Common Elements pursuant to Section 6.6 of this Declaration.

**Section 1.20 – Improvements.**

Any structures, facilities, amenities, landscaping, or infrastructure existing from time to time on the land included in the Common Interest Community, including, but not limited to, buildings, paving, utility wires, pipes, light poles and trees, shrubbery, and lawns planted by the Declarant or the Association.

**Section 1.20A – Land Use Approvals.**

Site plan approvals, subdivision approvals, building permits, and similar governmental approvals required for the development of the Common Interest Community, or otherwise applicable to the Common Interest Community, including without limitation, the provisions of zoning regulations, building codes, and similar governmental requirements effectively incorporated in such approvals.

**Section 1.21 – Limited Common Elements.**

A portion of the Common Elements allocated by this Declaration or by the operation of Subsections 47-221(2) or (4) of CIOA for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in the Common Interest Community are described in Article V of this Declaration.

**Section 1.22 – Maintain, Repair, and Replace.**

To Maintain, Repair, and Replace (or to perform Maintenance, Repair, and Replacement) is the act of addressing and correcting deterioration, decay, wear and tear, and obsolescence to any portion of the Property which has not suffered Damage or Destruction.

**Section 1.23 – Manager.**

A Person engaged by the Association to perform management services for the Common Interest Community and the Association.

**Section 1.24 – Material Adverse Action.**

Any amendment to this Declaration or any action of the Executive Board or the Association that is of a material adverse nature to holders of first Security Interests in a Unit, including, but not limited to, any of the following:

(a) Abandonment, partition, subdivision, encumbrance, sale, or transfer of any Common Elements, other than the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements;

(b) Any change in the procedures that protect the interest of a holder of a first Security Interest when handling any losses or proceeds from condemnation, destruction, or liquidation of all or part of the Common Interest Community, or from termination of the Common Interest Community;

(c) Any change in the Unit Owner's interest in or obligations to the Common Interest Community in order to levy assessments or charges, to allocate distribution of homeowner's insurance proceeds or condemnation awards, or to determine Unit Owner's interest in the Common Elements;

(d) Changes in the priority of liens for assessments made against the Units;

(e) Reductions in reserves for Maintenance, Repair, and Replacement of Common Elements (other than use of reserves for the purpose for which the reserve are established);

(f) Responsibility for Maintenance, Repair, and Replacement of the Common Elements;

(g) Reallocations of interests in the Common Elements or rights to their use, except reallocation made under Article XI of this Declaration;

(h) Redefinition of any Unit boundaries (except that when only boundaries between adjoining Units are involved, then only the approval of the Unit Owners of such Units and the holders of all Security Interests in such Units is required);

(i) Conversion of Units into Common Elements or of Common Elements into Units;

(j) Expansion or contraction of the Common Interest Community, or the addition, annexation, or withdrawal of property to or from the Common Interest Community, except pursuant to the exercise of Development Rights or as otherwise provided in this Declaration;

(k) Imposition of any restrictions on the leasing or rental of Units;

(l) Imposition of any restrictions on a Unit Owner's right to sell or transfer a Unit; and

(m) Any action to terminate the Common Interest Community or use of insurance proceeds for any purpose other than to rebuild.

Notwithstanding the foregoing, no amendment or action that is taken pursuant to the exercise of Development Rights shall constitute a Material Adverse Action.

**Section 1.25 – Nonstock Corporation Act.**

The Connecticut Revised Nonstock Corporation Act, Chapter 602, Sections 33-1000 through 33-1330 of the Connecticut General Statutes, as amended.

**Section 1.26 – Notice and Comment.**

The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 22.1 of this Declaration.

**Section 1.27 – Notice and Hearing.**

The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon, or to request a hearing to enforce a right granted or obligation imposed by CIOA or by the Community Documents. The procedures for Notice and Hearing are set forth in Sections 22.2 and 22.3 of this Declaration.

**Section 1.27A – Parking Areas.**

The areas intended for vehicular parking within the Common Interest Community.

**Section 1.27B – Parking Space.**

A defined parking space within the Parking Areas.

**Section 1.28 – Person.**

An individual, corporation, limited liability company, business trust, estate, trust, partnership, association, joint venture, public corporation, government, governmental subdivision or agency, instrumentality or any other legal or commercial entity.

**Section 1.29 – Plans.**

The plans of the Common Interest Community filed or recorded with the original declaration of the Common Interest Community and the amendments, if any, made prior to this Declaration, as they may be further amended from time to time in the future.

**Section 1.30 – Property.**

The land, all Improvements, easements, rights, appurtenances, and any other interests in real property that have been submitted to the provisions of CIOA by this Declaration as amended from time to time.

**Section 1.31 – Record.**

Used as a noun, it means information that is inscribed on a tangible medium or that is stored in an electronic or other medium in perceivable form. It includes information written or printed on paper as well as information stored on a computer hard drive, zip drive, or compact disk.

**Section 1.32 – Rules.**

Rules for the use of Units and Common Elements and for the conduct of individuals within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration, as they may be amended from time to time.

**Section 1.33 – Security Interest.**

An interest in real property or personal property, created by conveyance or contract, which secures payment or 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 leases 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 1.34 – Special Assessment.**

Any Common Expense Assessment assessed against all of the Units that is not adopted in the same resolution as the budget adopted in accordance with Section 17.4 of this Declaration. Special Assessments include amendments to the current budget and assessments which, by their terms, become part of the budget once adopted.

**Section 1.35 – Special Board Committees.**

One or more committees established by the Executive Board, whose members consist solely of Directors, which is empowered to exercise the power of the Executive Board to the extent specified by the Executive Board in the resolution establishing the committee.

**Section 1.36 – Special Declarant Rights.**

Rights that may be reserved for the benefit of a declarant as defined in Subsection 47-202(33) of CIOA. No Special Declarant Rights exist as of the date of this amended and restated Declaration.

**Section 1.36A – Storage Spaces.**

Storage spaces located outside the Units but intended for use by the Unit Owners.

**Section 1.37 – Structure, Structural.**

The Structure of a building includes all components that support any portion of the building, that enclose the building, or that keep the building weather tight. Any portion of the Structure of a building is Structural.

**Section 1.37A – Surface Spaces.**

Parking Spaces located outside of a Garage.

**Section 1.38 – Survey.**

The survey or surveys of the Common Interest Community filed or recorded with the original declaration of the Common Interest Community and the amendments, if any, made prior to this Declaration, as they may be further amended from time to time in the future.

**Section 1.39 – 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.

**Section 1.39A – Unit Additional Parking Space.**

A Common Element Parking Space that has been subsequently allocated as a Limited Common Element to a particular Unit.

**Section 1.39B – Unit Additional Storage Space.**

A Common Element Storage Space that has been subsequently allocated as a Limited Common Element to a particular Unit.

**Section 1.40 – Unit Owner**.

Any Person who holds legal title to a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation.

**Section 1.40A – Unit Primary Parking Space**.

The one Parking Space that is allocated as a Limited Common Element to each Unit.

**Section 1.40B – Unit Primary Storage Space**.

The one Storage Space designated for each Unit's exclusive use.

**Section 1.40C – Unit Volume**.

A volume of space used to define the boundaries of each Unit.

**Section 1.41 – Votes**.

The votes allocated to each Unit as shown on Schedule A-3.

## ARTICLE II
## NAME AND TYPE OF COMMON INTEREST COMMUNITY AND ASSOCIATION

**Section 2.1 – Common Interest Community**.

The name of the Common Interest Community is The Courtyard at Heritage Green. The Courtyard at Heritage Green is a condominium.

**Section 2.2 – Association**.

The name of the Association is The Courtyard at Heritage Green Association, Inc. It is a nonstock corporation organized under the laws of the State of Connecticut.

## ARTICLE III
## DESCRIPTION OF PROPERTY

**Section 3.1 – Description of Property**.

The Common Interest Community is situated in the Town of Southbury, Connecticut and is located on the real property described in Schedule A-1 of the original declaration of the Common Interest Community and the amendments thereto, if any, made prior to this Declaration, as such description may be further amended from time to time in the future.

## ARTICLE IV
## MAXIMUM NUMBER OF UNITS, IDENTIFICATION, AND BOUNDARIES

**Section 4.1 – Number of Units.**

The Common Interest Community contains 42 Units. No more Units may be created.

**Section 4.2 – Identification of Units.**

All Units are identified by number and are shown on the Survey or Plans or both.

**Section 4.3 – Unit Boundaries.**

(a) Except as specifically described in Subsection (c) of this Section 4.3, each Unit includes everything whether or not visible, constructed within the Unit's "Unit Volume", which is bounded as follows:

(i) By the unfinished inner surfaces (that is, the surface facing "into" the Unit) of the Unit's perimeter walls, which are the walls separating the Unit from another Unit, from the Common Elements or from the outdoors;

(ii) By the upper surface of the concrete slab or subflooring underlying such Unit, so that neither the slab nor the subflooring is part of the Unit; and

(iii) By the unfinished, lower surface of the gypsum board ceiling overlying such Unit.

The gypsum board or similar materials that forms the inner surface of the perimeter walls, and the inner surface of the ceiling, are not part of the Unit, whereas any paint, wallpaper, textured ceiling finish and other material applied to such gypsum board or similar material is part of the Unit.

(b) If a Unit occupies space at more than one level, the lower boundary of the Unit Volume is determined by reference to the Unit's upper level.

(c) The Unit does not include the following:

(i) Pipes, ducts, wires, conduits, and other facilities running through the Unit Volume for the furnishing of utility services to one or more other Units and/or the Common Elements; nor

(ii) Columns, girders, beams, supports, structural elements of load-bearing interior walls or similar Structural elements, even if they are located within the Unit Volume.

(d) The Unit includes the heating and air-conditioning equipment serving it, whether or not the same is located within the Unit Volume. Such equipment shall be considered to include all associated wiring, piping, conduits, switches, thermostats and similar appurtenances.

(e) Easements for Structures Serving Other Units or Common Elements and Access. Each Unit is subject to an easement in favor of the Association and the Unit Owners of other Units for any Common Elements, including, but not limited to, Limited Common Elements and portions of other Units located within the boundaries of such Unit.

(f) Monuments as Boundaries. Physical Improvements described as defining the boundaries will be boundary monuments as described in Section 47-233 of CIOA, regardless of the location of the boundary as shown on the Survey or Plans.

(g) Guide to Interpretation. In applying or interpreting the Unit boundary definitions set out in this Section 4.3, the following principles shall be used *where the boundary definitions do not otherwise 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 only 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.

(h) Inconsistency with Plans. If the Plans are inconsistent with this definition, then this definition will control.

## ARTICLE V
## LIMITED COMMON ELEMENTS

**Section 5.1 – Limited Common Elements.**

The following portions of the Common Elements are designated as Limited Common Elements and are allocated as stated. If any portion of the Property described in this Section 5.1 is part of a Unit then it is not a Limited Common Element, even though it is listed in this Section 5.1.

(a) If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside of the Unit Volume 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, balconies, patios, decks and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit Volume of a Unit, are Limited Common Elements allocated exclusively to that Unit.

(c) If there is attic space or skylights above and accessible from a Unit, the same are Limited Common Elements allocated to such Unit.

(d) The Unit Primary Parking Space and any Unit Additional Parking Spaces that have been allocated to a Unit.

(e) The Unit Primary Storage Space and any Unit Additional Storage Spaces allocated to a Unit.

(f) Each mailbox, the use of which is limited to the Unit to which it is assigned by the United States Postal Service, or, if not assigned by the United States Postal Service, by the Association by the labeling of Unit numbers on the individual boxes, is a Limited Common Element of such Unit.

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.

## ARTICLE VI
## 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 that are required by this Declaration to be Maintained, Repaired, or Replaced by the Unit Owners.

**Section 6.2 – Units.**

(a) Each Unit Owner shall Maintain, Repair, and Replace, at the expense of the Unit Owner, all portions of the Unit, except the portions thereof 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.

(b) In addition to its responsibility to Maintain, Repair, and Replace the exteriors of the buildings within the Common Interest Community (excluding doors and windows), the Association shall also clean the following components, even if they fall within the boundaries of the Unit:

(i) Chimney flues;

(ii) Dryer vents; and

(iii) Kitchen and bathroom exhaust vents.

**Section 6.3 – Portions of the Limited Common Elements Maintained by the Unit Owners.**

(a) Notwithstanding the provisions of Section 6.1 and Section 6.2 of this Declaration, each Unit Owner shall Maintain, Repair, and Replace the following, even if they are Limited Common Elements, and not part of the Unit:

(i) Attic space and skylights;

(ii) Electrical switches, outlets or receptacles for electricity, telephone, television or other utility services, junction boxes and similar installations in the Unit's perimeter walls and exclusively serving such Unit (but the Unit Owner is not otherwise responsible for lines or cabling, meters or other associated utility installations that are Limited Common elements of such Unit);

(iii) Mail boxes; and

(iv) Doors and windows in the perimeter walls of his or her Unit.

(b) Notwithstanding the provisions of Section 6.1 and Section 6.2 of this Declaration, each Unit Owner shall be responsible for removing all snow, leaves, and debris from any patio, balcony, or deck that is a Limited Common Element allocated to his or her Unit.

**Section 6.4 – Access.**

(a) Access by Association.

(i) Any individual authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of carrying out the Association's powers and duties including, but not limited to:

(A) Performing inspections;

(B) Adjusting insurance claims;

(C) Maintaining, Repairing, and Replacing the Common Elements and portions of the Units for which the Association is responsible;

(D) Restoring portions of the Units and the Common Elements that have been Damaged or Destroyed;

(E) Making additions, alterations, and betterments to the Common Elements;

(F) Exterminating insects and vermin; and

(G) Correcting any condition threatening a Unit or the Common Elements.

(ii) Requests for entry to a Unit or Limited Common Element shall be made in advance and any such entry shall be made at a time reasonably convenient to the affected Unit Owner consistent with the availability of contractors and others employed or engaged by the Association. In case of an emergency, no such request or notice shall be required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

(iii) If a Unit is damaged as a result of access obtained under this Subsection 6.4(a), the Association will be responsible for the prompt repair of the Unit, subject to the provisions of Subsection 17.2(c) of this Declaration.

(b) Access by Unit Owners.

(i) A Unit Owner or a qualified contractor or professional engaged by the Unit Owner shall have the right of access to all portions of the Property for the purpose of carrying out the Unit Owner's powers and duties to Maintain, Repair, or Replace the Unit and the portions of the Common Elements for which the Unit Owner is responsible, including, but not limited to:

(A) Performing inspections;

(B) Maintaining, Repairing, and Replacing the Unit and portions of the Common Elements for which the Unit Owner is responsible; and

(C) Making additions, alterations, and betterments as permitted pursuant to this Declaration to the Unit and the Common Elements.

(ii) Requests for entry to a Unit, Limited Common Element, or other Common Element shall be made in advance and any such entry shall be made at a time reasonably convenient to any affected Unit Owner or the Association, as the case may be, consistent with the availability of contractors and others employed or engaged by the Unit Owner making the request. In case of an emergency, immediate access to other Units may be arranged through the Association, whether or not the Unit Owner of the other Unit is present at the time.

(iii) If a Unit or the Common Elements are damaged as a result of access obtained under this Subsection 6.4(b), the Unit Owner obtaining access will be responsible for the prompt repair of the Unit or Common Elements as the case may be.

**<u>Section 6.5 – Failure to Maintain, Repair, and Replace</u>.**

(a) If a Unit Owner fails to Maintain, Repair, or Replace a 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 Unit Owner of the damaged Unit, or the Association, as the case may be, for the cost of restoring the damage in excess of any insurance proceeds received by the Association under its insurance policy, whether such excess results from the application of a deductible or otherwise.

(b) If the Association 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 property insurance as described in Section 20.2 of this Declaration, the Association shall restore it in accordance with Article XXI of this Declaration, except that the provisions of Subsection 21.2(b) of this Declaration shall not apply; or

(ii) If the damage is not covered by the Association's insurance policy, the Association shall reimburse the Unit Owner of the damaged Unit for the reasonable cost of restoring the damage.

(c) If a Unit Owner fails to Maintain, Repair, or Replace a 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, it may assess the cost of such action against the Unit Owner in accordance with the provisions of Subsection 17.2(c) of this Declaration.

**<u>Section 6.6 – Inspection, Repair, and Replacement of High-Risk Components or Conditions</u>.**

(a) Notwithstanding the other 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, Repaired, or Replaced by the Unit Owners under this Declaration or Subsection 47-249(a) of CIOA, or certain objects, fixtures, components, or conditions within the Units, pose a particular risk of damage to, or could have an adverse effect on, other Units or the Common Elements if they are not properly inspected, operated, treated, Maintained, Repaired, or Replaced. By way of example, but not of limitation, these portions, objects, fixtures, components, or conditions might include smoke detectors, washer hoses, chimneys, insect infestations, and water heaters. Those items determined by the Executive Board to pose such a particular risk are referred to as "High-Risk Components or Conditions."

(b) At the same time that it designates a High-Risk Component or Condition 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 or Condition:

(i) That it be inspected at specified intervals by the Association, an inspector or inspectors designated by the Association, or an inspector or inspectors having particular licenses, training, or professional certification;

(ii) That it be operated in a specified manner, or that it be operated or not operated at specified times or under specified conditions;

(iii) That it be Maintained, Repaired, Replaced, or treated at specified intervals as established by the Executive Board, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective;

(iv) That it be Maintained, Repaired, Replaced, or treated with items or components meeting particular standards or specifications established by the Executive Board, whether or not the individual component is deteriorated or defective;

(v) That when it is Maintained, Repaired, or Replaced, the installation include additional components or installations specified by the Executive Board;

(vi) That it be Maintained, Repaired, Replaced, or treated by contractors having particular licenses, training, or professional certification or by contractors approved by the Association; or

(vii) If the Maintenance, Repair, Replacement, or treatment is completed by a Unit Owner, that it be inspected by an individual 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 6.6(b) of this Declaration shall not relieve a Unit Owner of any obligation under Section 6.2 of this Declaration, including, but not limited to, the obligation to perform and pay for Maintenance, Repair, and Replacement.

(d) If any Unit Owner fails to Maintain, Repair, or Replace a High-Risk Component or Condition, or have the High-Risk Component or Condition treated or inspected, in accordance with the requirements established by the Executive Board pursuant to this Section 6.6, the Association may, in addition to any other rights and powers granted to it under the Community Documents and CIOA:

(i) Enter the Unit in accordance with Section 6.4 of this Declaration, and treat, inspect, Maintain, Repair, or Replace the High-Risk Component or Condition, and charge the cost to the Unit Owner as a Common Expense attributable to the Unit under Subsection 17.2(c) of this Declaration;

(ii) Fine the Unit Owner or the occupant of the Unit or both under Subsection 23.1(n) of this Declaration; and

(iii) Bring an action against the Unit Owner for specific performance of the Unit Owner's duties under this Section 6.6.

**Section 6.7 – Conduct of Maintenance, Repair, and Replacement by the Association.**

The Association, acting at the direction of the Executive Board, and not any Unit Owners or occupants, shall have the exclusive authority to select, contract with, direct, retain, and replace all contractors and vendors for all activities to Maintain, Repair, and Replace portions of the Property for which funds of the Association are used or to be used.

All Unit Owners and occupants, regardless of whether their Unit or Limited Common Element is affected by such work, shall not interfere with or attempt to direct the work of contractors or vendors hired by the Association to perform work in the Property.

**Section 6.8 – Work Done by or at the Direction of Unit Owners or Tenants of Units.**

Any work done to any portion of the Property by any Unit Owner or tenant of a Unit or by any Person hired by or working at the direction of any Unit Owner or tenant of a Unit, whether compensated or not, shall be subject to the requirements set out below. These requirements shall be in addition to any requirements created by or pursuant to other portions of the Community Documents or by applicable law:

(a) Any Person performing work for which a license or registration is required, must hold the appropriate license or registration.

(b) If a permit is required from any department or governmental authority for the work, the permit must be obtained at the expense of the Unit Owner or tenant of the Unit before the work is commenced.

(i) Any applications for such permit shall be executed by the Association only. Such execution shall not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor, or material supplier on account of any addition, alteration, or betterment or to any individual having any claim for bodily injury or damage to property arising there from.

(ii) Copies of all permits, as well as inspection reports, orders, and certificates of occupancy or completion issued in relation to the permit shall be furnished to the Association.

(c) Any Person performing work, who is required to carry workers' compensation insurance by the State of Connecticut, shall maintain such insurance.

(d) Any Person performing work, except for Unit Owners and tenants of Units and members of their respective households, shall maintain liability insurance in an amount of not less than $1,000,000.00 dollars for bodily injury or for property damage for any single occurrence.

(e) The Executive Board may adopt other reasonable requirements for the performance of such work by Rule.

## ARTICLE VII
## DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

**Section 7.1 – No Development Rights or Special Declarant Rights.**

All of the Development Rights and Special Declarant Rights relating to the Common Interest Community have expired.

## ARTICLE VIII
## ALLOCATED INTERESTS

**Section 8.1 – Allocation of Interests.**

The table showing Unit numbers of each Unit and their Allocated Interests is attached as Schedule A-3. These interests have been allocated in accordance with the formulas set out in this Article VIII. In the event of discrepancy between the Allocated Interests of a Unit shown on Schedule A-3 and the results derived from the formulas set out in this Article VIII, the Allocated Interests shown on Schedule A-3 shall prevail.

**Section 8.2 – Formulas for the Allocation of Interests.**

The Allocated Interests for each Unit have been calculated by applying the following formulas.

(a) Undivided Interest in the Common Elements. The undivided interest in the Common Elements allocated to each Unit is a percentage corresponding to a fraction, the numerator of which is the Unit's square footage as shown on Schedule A-3 and the denominator of which is the aggregate square footage of all Units.

(b) Liability for Common Expenses. The liability for Common Expenses allocated to each Unit is a percentage corresponding to a fraction, the numerator of which is the Unit's square footage as shown on Schedule A-3 and the denominator of which is the aggregate square footage of all Units.

Nothing in this Subsection 8.2(b) shall prohibit certain Common Expenses from being apportioned to particular Units under Article XVII of this Declaration.

(c) Votes. Each Unit is allocated one equal Vote.

## ARTICLE IX
## RESTRICTIONS ON USE, OCCUPANCY, AND ALIENATION

**Section 9.1 – Use and Occupancy Restrictions for the Units.**

The following restrictions apply to the use and occupancy of the Units. They may also apply to the Common Elements, including, but not limited to, the Limited Common Elements, to the extent the restrictions so require.

(a) Residential Use. Each Unit is restricted to residential use as a single-family residence including home occupations not involving employees, regular visits from the public or unreasonable levels of mail, shipping, trash, or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two for each bedroom, as designated as such on the plans for the Buildings on file with the building officials of the Town of Southbury.

(b) Compliance with Laws. Unit Owners and occupants of Units shall comply with all 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.

(c) Structural Integrity. Except pursuant to Article XII of this Declaration, nothing may be done to any Unit that will impair the Structural integrity of or change the Structure of any Improvement. No Unit Owner may do any work that may jeopardize the soundness or safety of the Property, reduce the value of any portion thereof, or impair any easements or any interest constituting a Common Element.

(d) Rules Affecting the Use and Occupancy of Units. Except as required or permitted by other provisions of this Declaration, the Association may adopt Rules that affect the use or occupancy of Units only to:

(i) Implement a provision of this Declaration;

(ii) Regulate any behavior in or occupancy of a Unit which violates this 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 a Unit to the extent that the Rules are reasonably designed to meet underwriting requirements of institutional lenders that regularly make loans on units in common interest communities or regularly purchase such mortgages.

(e) Offensive Activities. No noxious or unreasonably offensive activities may be carried on in any Unit, nor may anything be done therein either willfully or negligently that may be or become an unreasonable annoyance, that interferes with the proper use of the Property by Unit Owners or other occupants of Units, or that adversely affects other Units or the Common Elements.

(f) Pets.

(i) No animals, birds, or reptiles of any kind may be raised, bred, or kept in the Common Interest Community, except for dogs, cats, and other customary household pets, which may be regulated as to activities, character, breed, size, weight, number, and species by Rule, provided that no change in a Rule shall require the removal of any pet then being kept in the Common Interest Community as long as the pet or the pet's owner does not behave improperly.

(ii) No animal of any kind that has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed in the Common Interest Community.

(iii) Pets may not be kept, bred, or maintained for any commercial purposes.

(iv) No dog is permitted in any portion of the Common Elements unless carried or on a leash.

(v) If the Executive Board, after Notice and Hearing, determines that a pet, or the pet's owner, has done or permitted any of the following, the owner will permanently remove the pet from the Common Interest Community upon three days' written notice of the determination:

(A) The pet repeatedly makes noise that disturbs Unit Owners or other occupants of Units;

(B) The pet attacks or attempts to attack an individual or another pet;

(C) The pet is repeatedly allowed to run loose; or

(D) The owner of the pet repeatedly fails to pick up after the pet or allows the urine or droppings from the pet to accumulate or soak into any portion of the Property.

(vi) Trained guide dogs and other service animals are permitted if such animals serve as physical aides to individuals with disabilities and such animals have been trained or provided by an agency or service qualified to provide or train such animals. Other animals will be permitted as reasonable accommodations for individuals with disabilities to the extent they are permitted by applicable law.

**Section 9.2 – Use and Occupancy Restrictions for the Common Elements.**

The following restrictions apply to the use and occupancy of the Common Elements, including, but not limited to, the Limited Common Elements. They do not apply to the use and occupancy of the Units.

(a) Parking Spaces.

(i) Parking Spaces may not be used for any purpose except for the parking of passenger vehicles, which term shall include, without limitation, automobiles, sport utility vehicles, motorcycles, motor scooters, and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks and minivans.

(ii) Storage of personal property shall not be permitted in the Parking Spaces.

(iii) Boats, trailers, unregistered vehicles, recreational vehicles, inoperable vehicles, trucks, commercial vehicles, or campers, in excess of one ton capacity or possessing more than four wheels, or other vehicles of a size or weight that create a risk of damage to the Parking Areas or to the other vehicles therein, shall not be stored or placed in the Parking Spaces.

(b) Storage Spaces.

(i) No Storage Space may be used to store anything of an explosive or incendiary nature, or which gives off fumes or noxious odors.

(ii) Storage Spaces may not be rented, leased, or made available to Persons residing outside of the Common Interest Community.

(c) Handicapped Spaces. Handicapped Spaces are required to be made available to Unit Owners and other permitted occupants of the Building in which they are located, who are eligible to use a Handicapped Space.

(d) Outdoor Displays. Nothing may be hung or displayed on the windows or placed on the outside walls of any of the buildings or within Common Elements in the buildings, unless it is permitted by this Declaration, by Rule, or by prior written approval from the Association.

(e) Awnings, Canopies, Etc. No awnings, canopies, shutters, or other items may be affixed to or placed upon the exterior walls or roofs of any building without the prior written consent of the Executive Board.

(f) Signs, Flags, and Decorations. Subject to the provisions of Subsections 9.2(g) and (h) of this Declaration, no signs, including, but not limited to, "For Sale" signs and signs indicating commercial uses, may be placed in the window of any Unit, or on the exterior walls or roofs of any building, or anywhere else in the Common Elements, unless permitted by Rule or by the prior written consent of the Executive Board. Flags and holiday decorations may be affixed to or placed upon the exterior walls or roofs of any building only under standards, if any, established by Rule of the Association.

(g) U.S. Flags, State Flags, and Political Displays. The Association may not prohibit display on a Unit or on a Limited Common Element adjoining a Unit, of the United States flag, the flag of the State of Connecticut, or signs regarding candidates for public or Association office or ballot questions but the Association may adopt reasonable Rules governing the time, place, size, number, and manner of those displays consistent with applicable state and federal law.

(h) Religious Displays. A Unit Owner or other resident of a Unit may attach to an entry door or entry door frame of such Unit an object, the display of which is motivated by observance of a religious practice or sincerely held religious belief, provided that, except to the extent allowed by the First Amendment to the United

States Constitution and Section 3 of Article First of the Constitution of the State of Connecticut, such item may not:

(i) Threaten the public health or safety;

(ii) Hinder the opening and closing of an entry door;

(iii) Violate any federal, state, or local law;

(iv) Contain graphics, language, or any display that is obscene or otherwise patently offensive;

(v) Individually or in combination with each other item displayed or affixed to an entry door frame have a total size greater than 25 square inches; or

(vi) Individually or in combination with each other item displayed or affixed on an entry door have a total size greater than four square feet.

(i) Bylaws and Rules. The use and occupancy of the Common Elements is subject to the Bylaws and the Rules of the Association.

**Section 9.3 – Limitations on Activities within Units or the Common Elements.**

(a) Use Affecting Insurance. Nothing may be done or kept in any Unit or the Common Elements which will increase the rate of insurance on any portion of the Property, 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 the Unit or the Common Elements which will result in the cancellation of insurance on any portion of the Property or the contents of other Units.

(b) Trash. Trash may not be stored, either inside or outside of any building, in such a manner as to promote the spread of fire, vermin or offensive odors. No accumulation of trash, garbage, recyclable materials, rubbish, debris, or unsightly material shall be permitted inside or outside of any building, except in designated and approved trash storage containers. By Rule, the Association may provide additional restrictions, procedures, and requirements concerning the deposit, storage, and removal of trash, for the location of trash containers, and for administration of this provision.

(c) Cleanliness. Each Unit Owner or occupant of a Unit shall keep the Unit in a good state of preservation and cleanliness. By Rule, the Association may provide additional standards concerning preservation and cleanliness of Units.

(d) Insects and Vermin. Each Unit Owner or occupant of a Unit shall keep the Unit free of insects and vermin, including, but not limited to, bedbugs. If insects or vermin are found in a Unit, the Unit Owner or occupant shall take whatever action is reasonably necessary to eliminate them and to prevent their return.

(e) Antennas and Satellite Dishes. The Association may adopt Rules regulating and restricting the installation of antennas or satellite dishes 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 9.4 – Time-Sharing Prohibited.**

A Unit may not be conveyed pursuant to a time-sharing plan as defined under Chapter 734b of the Connecticut General Statutes.

**Section 9.5 – Limitations on Leasing.**

(a) A Unit Owner may not lease less than an entire Unit.

(b) No Unit may be leased for less than six months.

(c) The Executive Board, after Notice and Comment, may adopt one or more Rules restricting the leasing of Units to the extent permitted by Subsection 9.1(d)(iii) of this Declaration, including procedures for administering the limitation, including, but not limited to, the procedures for determining which units are rented, the establishment of waiting lists and the standards for determining priorities.

(d) The Association may not require that a lease be approved by the Association or its agents, including, but not limited to, approval of the prospective tenant.

(e) The lease must be in writing, and a copy of the lease must be provided to the Association for informational purposes only.

**Section 9.6 – Written Agreements Between Unit Owners and Tenants of Units.**

The Executive Board, after Notice and Comment, may adopt a Rule establishing a form of addendum to be executed by any Unit Owner who leases a Unit or otherwise grants exclusive possession of the Unit to another Person and by the tenant or other occupant of the Unit. The form of addendum may contain provisions which, in the opinion of the Executive Board, will help to ensure that the tenant or other occupant, as well as the Unit Owner, abides by the Community Documents. These provisions may include, but are not limited to:

(a) A requirement that the Association be notified of the names, work addresses, telephone numbers, and motor vehicle information for all tenants and occupants;

(b) A requirement that the Unit Owner furnish the tenants or other occupants with a copy of the Community Documents and an acknowledgment by the tenants and other occupants that they have received the copy;

(c) An acknowledgment by the tenants and other occupants that they are aware that the Unit is located in the Common Interest Community and that they agree to be bound by the terms of the Community Documents as if these terms were contained in the lease of the Unit;

(d) An agreement by the tenants and other occupants that the Association has all of the same enforcement powers against the tenants and other occupants as it has against the Unit Owner, including the power to fine after Notice and Hearing;

(e) An agreement by the tenants and other occupants and the Unit Owner landlord that if the tenants or other occupants violate any of the provisions of the Community Documents, or CIOA, the Association has those powers conferred on it by Subsection 47-244(d) of CIOA;

(f) An agreement by the tenants and other occupants and the Unit Owner that they will be jointly and severally liable to the Association for any assessment against the Unit, including, but not limited to, fines, attorney's fees and costs, charges resulting from misconduct, and any other sums that may be due to the Association, as a result of the occupancy of the Unit by the tenants or other occupants or by their conduct or the conduct of the members of their household or their guests in the Common Interest Community;

(g) An agreement that copies of any notice relating to the occupancy of the Unit or the Common Interest Community by the tenants and other occupants which the Association is required to give or may choose to give may, at the Association's option, be given to both the Unit Owner and the tenants and other occupants; and

(h) An agreement by the Unit Owner landlord and the tenants and other occupants that the Association shall not be liable to any of them for any action it takes in good faith to enforce the terms of the Community Documents or CIOA against the tenants and other occupants including, but not limited to, those powers conferred on it by Subsection 47-244(d) of CIOA.

No later than the time the tenants or other occupants first occupy the Unit, the Unit Owner shall furnish the Association with a copy of the addendum, executed by the parties, together with any other documents and information which the addendum requires to be furnished to the Association.

## ARTICLE X
## EASEMENTS AND LICENSES

**Section 10.1 – Easements and Licenses Generally.**

All easements or licenses appurtenant to the Common Interest Community or to which the Common Interest Community is subject were recited in Schedule A-1 of the original declaration of the Common Interest Community and the amendments thereto, if any, made prior to this Declaration, as they may be further amended from time to time in the future.

## ARTICLE XI
## ALLOCATION AND REALLOCATION OF LIMITED COMMON ELEMENTS

**Section 11.1 – Subsequent Allocation of Limited Common Elements.**

The Association may allocate certain Common Elements and Limited Common Elements in accordance with Section 11.2 of this Declaration.

**Section 11.2 – Common Elements that May Be Allocated as Limited Common Elements by the Association.**

The Association may allocate the following Common Elements as Limited Common Elements:

(a) Any of the Parking Spaces not previously allocated by the Declarant as Limited Common Elements; and

(b) Any of the Storage Spaces not previously allocated by the Declarant as Limited Common Elements.

A Common Element not previously allocated as a Limited Common Element, but described in this Section 11.2, may be so allocated only by an amendment to this Declaration, specifying to which Unit or Units the Limited Common Element is allocated.

**Section 11.3 – Reallocation of Existing Limited Common Elements.**

(a) Except as otherwise provided in this Section 11.3, no Limited Common Element may be reallocated between Units by an amendment to this Declaration.

(b) Parking Spaces and Storage Spaces may be reallocated between Units by an amendment to this Declaration.

(c) Limited Common Elements may also be reallocated between Units as part of the reallocation of the boundaries of adjoining Units pursuant to Article XIII of this Declaration.

(d) The reallocation of Limited Common Elements between Units, as permitted by this Section 11.3 shall be effected by an amendment to this Declaration executed by the Unit Owners between whose Units the reallocation is made. Such amendment shall require the written approval of all holders of Security Interests in the affected Units, which approval shall be attached to the amendment. The individuals executing the amendment shall provide an executed copy thereof to the Association which, if the amendment complies with the provisions of this Declaration and CIOA, shall endorse its approval on the amendment and record it. The amendment shall contain words of conveyance between the Unit Owners and shall be recorded and indexed in the names of the parties and of 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 XII
## ADDITIONS, ALTERATIONS, AND BETTERMENTS

**Section 12.1 – Additions, Alterations, and Betterments to Units by Unit Owners.**

A Unit Owner:

(a) May make any additions, alterations, or betterments to the interior of the Unit that do not impair the Structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community.

(b) 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. The plans for such changes shall be first submitted to the Executive Board for approval as to Structural integrity, safety, and compliance with building and other codes. Removal of partitions or creation of apertures under this Subsection is not an alteration of boundaries.

**Section 12.2 – Additions, Alterations, and Betterments to or Affecting Common Elements by Unit Owners.**

(a) Unless permitted by the Executive Board as provided in Section 12.3 of this Declaration, a Unit Owner or occupant of a Unit:

(i) May not make any addition, alteration, or betterment to the interior of the Unit that may impair the Structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community; and

(ii) May not make any addition, alteration, or betterment to, attach anything to, or change the appearance of, any portion of the Common Elements or the exterior appearance of any other portion of the Common Interest Community.

(b) A Unit Owner or occupant of a Unit may make Structural or nonstructural changes to the Unit or to the Common Elements in order to accommodate the needs of handicapped individuals as required by the Federal Fair Housing Amendments Act of 1988. The plans for such changes shall first be submitted to the Executive Board for approval in accordance with the procedures set out in Section 12.3 of this Declaration as to Structural integrity, safety, compliance with building and other codes, and consistency with the aesthetic integrity of the Common Interest Community. All exposed elements of such changes will be surfaced, painted, and trimmed in a manner consistent with surface materials, paint colors, and trim styles of the other Improvements.

**Section 12.3 – Approval by Executive Board of Certain Additions, Alterations, and Betterments by Unit Owners.**

(a) A Unit Owner may submit a written request to the Executive Board for approval to do anything that is otherwise prohibited or regulated under Section 12.2 of this Declaration. The Executive Board shall answer any written request for such approval, after Notice and Hearing to the applicant, the Unit Owners of all Units located within 100 feet of the proposed addition, alteration, or betterment, and any other Unit Owner who, in the sole opinion of the Executive Board, may be especially impacted by the proposed addition, alteration, or betterment, within 60 days after it receives the request. Failure to answer within such time, as it shall be extended by agreement of the applicant, shall be deemed to be a denial by the Executive Board of the proposed action.

(b) In acting on any request made under Subsection 12.3(a) of this Declaration, the Executive Board shall observe the requirements and limitations of all applicable laws, ordinances, and regulations, including, but not limited to the Federal Fair Housing Amendments Act of 1988.

(c) The Executive Board may establish time limits and impose conditions on its approval of an application under Subsection 12.3(a) of this Declaration. These may include, but are not limited to, the following:

(i) That the addition, alteration, or betterment be made by contractors holding particular licenses or certifications, having particular qualifications, or having specified levels of insurance coverage;

(ii) That, subject to the requirements of Subsection 12.4(a) of this Declaration, the Unit Owner obtain and pay for all necessary permits and other governmental approvals for the addition, alteration, or betterment;

(iii) That the work be done in a specified manner or only during specified times;

(iv) That the addition, alteration, or betterment be completed by a certain deadline;

(v) That the Unit Owner Maintain, Repair, and Replace the addition, alteration, or betterment or reimburse the Association for the costs of Maintenance, Repair, and Replacement; and

(vi) That the approval and the conditions imposed on the approval be incorporated in a written agreement, signed on behalf of the Association and by the Unit Owner and recorded on the land records of each town in which any portion of the Common Interest Community is located.

(d) The Association may require the Unit Owner to pay an application fee, at the time the application is made, at such later time as the Executive Board determines, or both, to reimburse the Association for its costs in considering and acting on the application including, but not limited to, recording charges and the reasonable fees of attorneys and design professionals.

(e) In the absence of a recorded agreement to the contrary, any addition, alteration, or betterment installed by a Unit Owner will be Maintained, Repaired, and Replaced by the Unit Owner at the expense of the Unit Owner. If the Unit Owner fails to Maintain, Repair, or Replace the addition, alteration, or betterment, the Association may, in addition to any other remedies available under the Community Documents or CIOA, and after Notice and Hearing:

(i) Perform the needed Maintenance, Repair, or Replacement and assess the cost of the work against the Unit; or

(ii) Remove the addition, alteration, or betterment, restore the affected portions of the Property to their original condition and assess the cost of the removal and restoration against the Unit.

(f) The Executive Board may grant approval for a type or class of modifications or installations by adopting a Rule, after Notice and Comment.

(g) The Executive Board may establish forms and procedures for the making and processing of applications under this Section 12.3 including, but not limited to, requirements that plans and specifications for proposed additions, alterations, or betterments, or certain classes of proposed additions, alterations, or betterments, be prepared by individuals having particular licenses, training, or professional certification.

(h) Nothing in this Section 12.3 shall be deemed to require the Executive Board to approve or disapprove any particular request. Neither shall the approval or disapproval of any prior request require the Executive Board to approve or disapprove any other request at a later date.

**<u>Section 12.4 – General Provisions Relating to Additions, Alterations, and Betterments by Unit Owners</u>.**

(a) Any applications to any department or to any governmental authority for a permit to make any addition, alteration, or betterment to any Unit or to the Common Elements by a Unit Owner shall be executed by the Association only. Such execution shall not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor or material supplier on account of such addition, alteration, or betterment or to any individual having any claim for bodily injury or damage to property arising therefrom.

(b) No additions, alterations, or betterments to the Units and Common Elements that will materially increase the premiums of any insurance policies carried by the Association or by the Unit Owners of any other Units shall be made by any Unit Owner unless approved in writing by the Executive Board.

**<u>Section 12.5 – Additions, Alterations, and Betterments by Executive Board</u>.**

Subject to the limitations of Sections 17.4 and 17.5 of this Declaration, the Executive Board may make any additions, alterations, or betterments to the Common Elements, which, in its judgment, it deems necessary, appropriate, or useful.

## ARTICLE XIII
## RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS

**<u>Section 13.1 – Application and Amendment</u>.**

Subject to the approval, if any, required pursuant to Article XII of this Declaration, and any governmental approvals that may be required, 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 Units affected by the relocation. 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 reallocation. Unless the Executive Board determines, within 30 days after receipt of the application, that the reallocations are unreasonable, or that the Unit Owners have failed to obtain the required governmental approvals, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocation, and indicates the Association's consent. The amendment shall be executed by those Unit Owners and contain words of conveyance between them, and the approval of the Association shall be endorsed thereon. Such amendment shall also require the written approval of all holders of Security Interests in the affected Units, which approval shall be attached to the amendment. On recording, the amendment shall be indexed in the names of the Unit Owners as grantor and grantee, and in the name of the Association and the Common Interest Community as grantee.

The applicants shall reimburse the Association for its reasonable costs incurred in the review the application and the preparation of the amendment, including, but not limited to, any required amendments to the Surveys or Plans, the fees of architects, attorneys, and other professionals engaged by the Association, and recording costs.

**Section 13.2 – Surveys and Plans**.

The Association shall prepare and record any amendments to the Surveys or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

## ARTICLE XIV
## AMENDMENTS TO DECLARATION

**Section 14.1 – Amendment – Generally**.

(a) Except as otherwise provided in CIOA or in this Declaration, this Declaration, including the Survey and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least 67% of the Votes in the Association are allocated.

(b) Certain provisions of this Declaration which are mandated or limited by CIOA or other applicable law may not be freely amended. Amendments to certain provisions may require corresponding amendments to other provisions of this Declaration or of other Community Documents. It is recommended that no amendment be made to this Declaration or to other Community Documents without the advice of knowledgeable counsel. It is intended that this recommendation not provide a basis for a new cause of action against the Executive Board, although it may be relevant to the standard of care for the Executive Board.

**Section 14.2 – When Unanimous Consent Required.**

Except to the extent expressly permitted or required by other provisions of this Declaration or of CIOA, no amendment may create or increase Special Declarant Rights, increase the number of Units, or change the boundaries of any Unit or the Allocated Interests of any Unit in the absence of the unanimous consent of the Unit Owners.

**Section 14.3 – Amendments Relating to Use and Occupancy**.

(a) By vote or agreement of Unit Owners of Units to which at least 80% of the Votes in the Association are allocated, amendments to this Declaration may be adopted which prohibit or materially restrict the permitted uses or occupancy of a Unit or the number or other qualifications of individuals who may occupy Units or which alter any such existing prohibitions or material restrictions.

(b) Any amendment approved under this Section 14.3, must provide reasonable protection for a use or occupancy permitted at the time the amendment was adopted.

**Section 14.4 – Amendments Creating or Extending Development Rights.**

New Development Rights or other Special Declarant Rights may be created by amendment to this Declaration if Unit Owners entitled to cast at least 80% of the Votes in the Association, including 80% of the Votes allocated to Units not owned by the Declarant, agree to the action. The amendment must identify the Association or other Persons who hold any new rights that are created. Notice of the proposed amendment to this Declaration must be delivered in writing to all Persons holding Development Rights or Security Interests in those rights. Notwithstanding the provisions of Section 14.8 of this Declaration, an amendment adopted under this Section 14.4 is effective 30 days after the amendment is recorded and notice delivered unless any of the Persons entitled to notice under this Section 14.4 records an objection on the land records of each town in which any portion of the Common Interest Community is located within the 30 day period, in which case the amendment is void, or unless all of the Persons entitled to notice under this Section 14.4 consent in writing at the time the amendment is recorded in which case the amendment is effective when recorded.

**Section 14.5 – Other Amendments.**

(a) Certain amendments relating to the allocation or reallocation of Limited Common Elements are governed by and shall be made in accordance with the provisions of Article XI of this Declaration.

(b) Certain amendments relating to the relocation of boundaries between adjoining Units are governed by and shall be made in accordance with the provisions of Article XIII of this Declaration.

**Section 14.6 – Notice to Unit Owners of Amendments to the Declaration.**

Following the adoption of an amendment to this Declaration by the Association, the Association shall give all Unit Owners notice of its action and include with it a copy of such amendment.

**Section 14.7 – Limitation on Challenges.**

No action to challenge the validity of an amendment adopted by the Association pursuant to this Article XIV may be brought more than one year after the amendment is recorded.

**Section 14.8 – Recording and Execution of Amendments.**

(a) Every amendment to this Declaration shall be recorded on the land records of each town in which any portion of the Common Interest Community is located and is effective only on recording. An amendment, except an amendment pursuant to Article XIII of this Declaration, shall be indexed in the name of the

Common Interest Community and the Association as grantees and in the name of the parties executing the amendment as grantors.

(b) Amendments to this Declaration required by CIOA to be recorded by the Association, which have been adopted in accordance with this Declaration and CIOA, 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 14.9 – Consent of Holders of Security Interests.**

Amendments are subject to the consent requirements of Article XVI of this Declaration.

## ARTICLE XV
## TERMINATION

**Section 15.1 – Termination.**

Termination of the Common Interest Community may be accomplished only in accordance with Section 47-237 of CIOA.

## ARTICLE XVI
## MORTGAGEE PROTECTION

**Section 16.1 – Introduction.**

This Article XVI establishes certain standards and covenants for the benefit of the holders, insurers, and guarantors of certain Security Interests. This Article XVI is supplemental to, and not in substitution for, any other provisions of the Community Documents, but in the case of conflict, this Article XVI shall control.

**Section 16.2 – Consent Required.**

(a) No Material Adverse Action may be taken by the Association or by the Executive Board or shall be effective until approved by Eligible Mortgagees holding Security Interests in more than 50% of the Units that are subject to Security Interests held by Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing consents do not apply to the exercise of any Development Right.

(b) The approval or consent of any Person holding a Security Interest in a Unit of any Material Adverse Action shall be deemed granted if a refusal to consent in a Record is not received by the Association within 60 days after the Association delivers notice of the proposition requiring consent to the holder of the Security Interest or mails the notice to such holder by certified mail, return receipt requested. The Association may rely on the last-recorded Security Interest of record in delivering or mailing notice to the holder of such Security Interest.

(c) Unless otherwise expressly provided, wherever in this Declaration the request, approval or consent of a specified percentage of holders of Security Interests on Units is required, it shall mean the request, approval, or consent of holders of first Security Interests in Units which, in the aggregate, have allocated to them such specified percentage of Votes in the Association when compared to the total allocated to all Units then subject to first Security Interests.

**Section 16.3 – Notice of Certain Actions or Events.**

The Association shall give prompt written notice by certified mail, return receipt requested, or by any express or courier service that produces a receipt, to each Eligible Mortgagee and Eligible Insurer, and each Unit Owner hereby consents to and authorizes such notice, of the following:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community (for this purpose material includes a condemnation or property loss greater than ten percent of the annual Common Expense budget) or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;

(b) Any delinquency or default in the payment of Common Expense Assessments owed by a Unit 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 60 days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of holders of first Security Interests on Units.

**Section 16.4 – Development Rights.**

No Development Rights may be exercised or voluntarily abandoned or terminated by the Declarant unless all Persons holding Security Interests in the Development Rights consent to the exercise, abandonment, or termination.

**Section 16.5 – Other Mortgagee Rights.**

(a) The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours on the same terms as Unit Owners.

(b) A majority of the holders of first Security Interests on Units may require professional management of the Common Interest Community.

**Section 16.6 – Financial Statements.**

(a) The Association shall provide any Eligible Mortgagee or Eligible Insurer, which submits a written request, with a copy of the most recently available annual financial statement of the Association.

(b) If so requested by a majority of the holders of first Security Interests on Units, the Association shall have its financial records audited.

**Section 16.7 – Enforcement.**

The provisions of this Article XVI are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

**Section 16.8 – Attendance at Meetings.**

Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

## ARTICLE XVII
## ASSESSMENT AND COLLECTION OF COMMON EXPENSES

**Section 17.1 – Apportionment of Common Expenses.**

Except as provided in Section 17.2 of this Declaration, all Common Expenses shall be assessed against all Units in accordance with their share of the Common Expenses as shown on Schedule A-3 to this Declaration.

**Section 17.2 – Common Expenses Attributable to Fewer than All Units.**

(a) Any increase in insurance premiums attributable to a particular Unit or Units by virtue of the occupancy of, activities in, or construction of the Unit or Units shall be assessed against that Unit or Units.

(b) Fees, charges, late charges, fines, and interest charged against a Unit Owner or the occupant of a Unit pursuant to the Community Documents and CIOA are enforceable as Common Expense Assessments against the Unit or Units owned by such Unit Owner.

(c) 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 or any other portion of the Common Interest Community for which the Unit Owner is responsible, made or performed for the purpose of correcting a condition threatening another Unit or the Common Elements or for the treatment, inspection, Maintenance, Repair, or Replacement pursuant to Subsection 6.6(d)(i) of this Declaration including, but not limited to, gaining entry to the Unit in order to correct such condition pursuant to Section 6.4 of this Declaration, the Association may assess that expense against the Unit Owner and the Unit, following Notice and Hearing to the affected Unit Owner.

(d) 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 may be assessed exclusively against the Unit or Units whose use or occupancy gives rise to the imposition of the tax, in which case such 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 such assessment is assessed. The Association may require certificates of status from Unit Owners in order to enforce and determine applicability of such impositions.

(e) Notwithstanding the provisions of Subsection 21.2(b) of this Declaration, 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 Unit Owner's Unit.

(f) If the Association incurs any expense in connection with any action taken under Subsection 12.3(e) of this Declaration, the Association may assess that expense against the Unit Owner and the Unit, following Notice and Hearing to the affected Unit Owner.

(g) Portions of the cost of restoring Units allocated to individual Units under the provisions of Subsection 21.2(b) of this Declaration shall be assessed against the Unit or Units to which they are allocated.

(h) The Association may, from time to time, provide services to individual Units, their Unit Owners or their occupants at the request of or with the authorization of the Unit Owner. These services may be provided pursuant to a schedule of services and charges established by the Association or they may be provided on an ad hoc basis. Unless the Association is required to provide such services to all Units by the Community Documents or CIOA, or does provide such services to all Units pursuant to a policy or resolution adopted by the Executive Board, the Common Expenses for such services shall be assessed against the Unit to which the service was provided or to whose Unit Owner or occupant the service was provided.

(i) All reasonable attorney's fees and costs incurred by the Association in collecting past due Common Expense Assessments and other sums due from a Unit Owner, with or without the commencement of a foreclosure action or other legal proceedings, or incurred in representing the Association in any foreclosure action brought against a Unit Owner in which the Association is named as a defendant, shall be added to and included in the amount due to the Association from the Unit Owner as a Common Expense.

(j) All reasonable attorney's fees and costs incurred by the Association in enforcing the provisions of this Declaration, the Bylaws, and the Rules or any applicable law, ordinance, or regulation relating to the Common Interest Community against a Unit Owner or a tenant or other occupant of a Unit, with or without the commencement of litigation, arbitration, mediation, administrative proceedings, or hearings before the Executive Board, may be assessed against the Unit and its Unit Owner as a Common Expense:

(i) By the Executive Board after Notice and Hearing; or

(ii) As awarded by a court or arbitration.

(k) If the Association incurs any expense, including, but not limited to, all reasonable attorney's fees and costs, in connection with any action taken under Subsection 19.6(c) of this Declaration, the Association may assess that expense against the Unit Owner and the Unit, following Notice and Hearing to the affected Unit Owner.

(l) Any other Common Expenses attributed to a particular Unit or the Unit Owner of a Unit by this Declaration, if incurred by the Association shall be assessed against such Unit.

**<u>Section 17.3 – Liens and Lien Foreclosures</u>.**

(a) The Association has a statutory lien on a Unit to the maximum extent, for the maximum amount, and with the maximum priority, permitted by CIOA and other applicable law from time to time.

(b) This Section 17.3 does not affect the priority of liens for real property taxes and other governmental assessments or charges against a Unit.

(c) This Section 17.3 does not prohibit actions against Unit Owners to recover sums for which the Association has a lien or prohibit the Association from taking a deed in lieu of foreclosure.

(d) A judgment or decree in any action brought under this Section 17.3 shall include costs and reasonable attorney's fees for the prevailing party.

(e) Subject to the provisions of Subsection 17.3(f) of this Declaration, the Association's lien may be foreclosed in like manner as a mortgage on real property.

(f) The Association may not commence an action to foreclose a lien on a Unit under this Section 17.3 unless:

(i) The Unit Owner, at the time the action is commenced, owes a sum equal to at least two months of Common Expense Assessments based on the periodic budget last adopted by the Association pursuant to Section 17.4 of this Declaration;

(ii) The Association has made a demand for payment in a written or electronic communication as required by CIOA;

(iii) 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; and

(iv) The Association has complied with any other provisions of CIOA relating to the commencement of an action to foreclose its lien.

(g) In any action by the Association to collect Common Expense Assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner pursuant to Section 52-504 of the Connecticut General Statutes 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 Section 17.4 of this Declaration.

(h) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid Common Expense Assessments against that Unit which became due before the sale, other than the Common Expense Assessments which are prior to that Security Interest under CIOA. Any unpaid Common Expense Assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

(i) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due or in such other order as the Executive Board may determine, notwithstanding any designation or other indication from the Unit Owner as to how the payment is to be applied.

(j) Every aspect of a foreclosure, sale, or other disposition under this Section 17.3, including the method, advertising, time, date, place, and terms, shall be commercially reasonable.

Section 17.4 – Budget Adoption, Rejection, and Approval.

(a) The Executive Board, at least annually, shall adopt a proposed budget for the Common Interest Community for consideration by the Unit Owners.

(b) Not later than 30 days after the adoption of a proposed budget, the Executive Board shall provide to all Unit Owners a summary of the budget, including a statement of the amount of any reserves, and a statement of the basis on which such reserves are calculated and funded. Simultaneously, the Executive Board shall set a date not less than ten days or more than 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 without a meeting, Unit Owners holding a majority of all of the Votes in the Association vote to reject the budget, the budget is rejected; otherwise the budget is approved. The absence of a quorum at such meeting or participation in the vote by ballot without a meeting 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.

Section 17.5 – Special Assessments Adoption, Rejection, and Approval.

(a) The Executive Board, at any time, may adopt a proposed Special Assessment.

(b) Not later than 30 days after adoption of a proposed Special Assessment, the Executive Board shall provide to all Unit Owners a summary of the Special Assessment. If such Special Assessment, together with all other Special Assessments, including emergency Special Assessments, proposed by the Executive Board in the same calendar year, do not exceed 15% of the Association's last adopted periodic budget for that calendar year, the proposed Special Assessment is effective upon adoption by the Executive Board without approval of the Unit Owners. Otherwise, the Executive Board shall set a date not less than ten days or more than 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, Unit Owners holding a majority of all of the Votes in the Association vote to reject the Special Assessment, the Special Assessment shall be rejected; otherwise the Special Assessment shall be approved. The absence of a quorum at such meeting or participating in the vote by ballot without a meeting shall not affect the rejection or approval of the Special Assessment.

(c) Special Assessments as proposed by the Executive Board may be payable in installments, may be payable over periods in excess of one year, and may provide for lump sum prepayment at a discount. If a Special Assessment is adopted to repay a loan to the Association, the assessment resolution may provide for the adjustment of the Special Assessment when and if the loan payments are adjusted in accordance with the terms of the loan.

(d) Notwithstanding the provisions of Subsection 17.5(b) of this Declaration, if the Executive Board determines by a two-thirds vote that a Special Assessment is necessary to respond to an emergency:

(i) The Special Assessment becomes effective immediately in accordance with the terms of the vote;

(ii) Notice of the Special Assessment must be provided promptly to all Unit Owners; and

(iii) The Executive Board may spend the funds paid on account of the Special Assessment only for the purposes described in the vote.

**Section 17.6 – Certificate of Payment of Common Expense Assessments.**

The Association on request made electronically or in writing shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid Common Expense Assessments against the Unit. The statement shall be furnished within ten business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner. The Executive Board may, from time to time, establish a fee for the preparation of the statement.

**Section 17.7 – Payment of Common Expense Assessments.**

(a) All Common Expenses assessed under Section 17.4 of this Declaration shall be due and payable monthly unless the resolution adopting the budget provides for some other schedule of payment.

(b) All other Common Expenses shall be due and payable on the first day of the month following the month in which they are assessed or charged unless other payment terms are established by the Executive Board in the resolution adopting such assessment.

**Section 17.8 – Acceleration of Common Expense Assessments.**

In the event of default by any Unit Owner in the payment of any Common Expense Assessment levied against the Unit for a period of ten days after the payment is due, the Executive Board may, after Notice and Hearing, require all unpaid Common Expense Assessments for the pertinent fiscal year to be immediately due and payable and, at a later date, to reverse such a requirement.

**Section 17.9 – No Waiver of Liability for Common Expenses.**

Unit Owners may not exempt themselves from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which such assessments are made.

**Section 17.10 – Personal Liability of Unit Owners.**

The Unit Owner of a Unit at the time a Common Expense Assessment or portion thereof is due and payable is personally liable for such assessment. Personal liability for such assessment shall not pass to a successor in title to the Unit unless such successor agrees to assume the obligation.

**Section 17.11 – Surplus Funds.**

Any surplus funds of the Association remaining at the end of a fiscal year after payment of, or provision for, Common Expenses and budgeted contributions to reserves shall be added to the reserve funds of the Association unless the Executive Board votes to pay the surplus to the Unit Owners in proportion to their liability for Common Expenses or to credit the surplus to them to reduce their future Common Expense Assessments.

## ARTICLE XVIII
## ASSOCIATION BORROWING AND ASSIGNMENT OF FUTURE INCOME

**Section 18.1 – Notice of Proposed Borrowing.**

At least 14 days before the closing of any loan to the Association, the Executive Board shall:

(a) Disclose in a written or electronic communication 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 written or electronic comments to the Executive Board with respect to such loan.

**Section 18.2 – Approval of Assignment of Future Income.**

The Association may borrow money and assign its right to future income as security for the loan only provided:

(a) The loan transaction and the assignment have been approved by the Executive Board;

(b) Unit Owners holding a majority of all of the Votes in the Association vote in favor of or agree to the assignment; and

(c) The Association has complied with the requirements of Section 18.1 of this Declaration.

## ARTICLE XIX
## PERSONS AND UNITS SUBJECT TO DOCUMENTS; RULES AND ENFORCEMENT

**Section 19.1 – Compliance with Community Documents**.

All Unit Owners, tenants and other occupants of Units, and holders of Security Interests 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 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 or other Person and shall bind any Person having at any time any interest or estate in such Unit.

**Section 19.2 – Adoption of Rules**.

(a) The Executive Board may adopt and amend Rules only 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 only to the extent permitted by Subsection 9.1(d) of this Declaration.

(e) The Executive Board may not adopt a Rule which contravenes an express provision of this Declaration or a right reasonably inferable from an express provision of this Declaration, but the Executive Board may adopt a Rule implementing, refining, or applying an express provision of this Declaration so long as such Rule does not contravene an express provision of this Declaration or a right reasonably inferable therefrom.

**Section 19.3 – Notice to the Unit Owners of Changes to Rules**.

Following the 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 19.4 – Limitation on Challenges**.

No action to challenge the validity of any adoption, amendment, or repeal of a Rule adopted may be brought more than one year after the date that notice of the amendment was given to the Unit Owners.

**Section 19.5 – Certification of Rules.**

Amendments to the Rules that have been duly adopted shall be prepared 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 19.6 – Abatement and Enjoinment of Violations.**

(a) If any Unit Owner, tenant, or other occupant of a Unit violates or breaches any provision of the Community Documents, then, subject to Subsection 19.6(b), the Association may take action under Subsection 19.6(c).

(b) Prior to taking such action under Subsection 19.6(c) the Association shall provide Notice and Hearing to such Unit Owner or occupant. Provided however:

(i) Notice and Hearing will not be required if the Association takes such action to prevent immediate or irreparable harm; and

(ii) The Association gives notice of such action to such Unit Owner or occupant as soon as practical whether before or after taking such action, except such notice must be given before anything is disposed of under Subsection 19.6(c)(iii).

(c) Subject to Subsections 19.6(a) and (b), the Association may, at its discretion, do one or more of the following:

(i) Enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of such Unit Owner or occupant, any Improvement, thing, or condition (except for additions, alterations, or betterments of a permanent nature that may exist therein) that violates or breaches the provisions of the Community Documents, and the Association shall not thereby be deemed liable for any manner of trespass;

(ii) Summarily abate and remove any Improvement, thing, or condition from the Common Elements, including the Limited Common Elements, that violates or breaches the provisions of the Community Documents (including, but not limited to, the towing of motor vehicles), at the expense of such Unit Owner or occupant responsible for placing such Improvement, thing, or condition within the Common Elements or Limited Common Elements;

(iii) If the Association removes anything from a Unit, Limited Common Element, or Common Element pursuant to Subsections 19.6(c)(i) or (ii), then after removal the Association may store it, at the expense of such Unit Owner or occupant, and sell or otherwise dispose of it in a commercially reasonable manner, and offset the net proceeds of such sale, if any, against the costs incurred by the Association in addressing the violation or breach including, but not limited to, fines, late charges, and legal fees;

(iv) Bring appropriate legal proceedings, either at law or in equity, to enjoin, abate, or remedy the continuance of any such violation or breach;

(v) Bring appropriate legal proceedings, either at law or in equity, for specific performance of the Community Documents; or

(vi) Take any other actions permitted under the Community Documents or applicable law.

**Section 19.7 – 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 19.7(c) of this Declaration, until such assessment is paid.

(b) If a Unit Owner, tenant, or other occupant of the Unit violates or 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 19.7(c) of this Declaration, for a period not to exceed the longer of 30 days or until the breach is cured.

(c) The suspension of any right or privilege under this Section 19.7:

(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; and

(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.

## ARTICLE XX
## INSURANCE

**Section 20.1 – Coverage.**

The Association shall obtain and maintain insurance coverage required by this Article XX to the extent such coverage is reasonably available. If it is not and the Executive Board determines that any insurance described in this Article XX will not be maintained, the Association shall cause notice of that fact to be given to all Unit Owners, Eligible Mortgagees, and Eligible Insurers.

**Section 20.2 – Property Insurance.**

The Association shall obtain and maintain property insurance.

(a) Property insurance will cover:

(i) The project facilities (which term in this Section 20.2 means all buildings on the Property, including the Units and, except to the extent provided in Subsection 20.2(a)(ii) of this Declaration, all fixtures, equipment, Improvements and betterments, including Improvements and betterments installed by Unit Owners, 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, drains, and other items normally excluded from property policies.

(ii) Instead of providing property insurance covering all betterments and Improvements, the Association may elect to insure only those betterments and Improvements set out on a standard schedule, in which case the Association shall:

(A) 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 insurance policy;

(B) Provide such schedule at least annually to the Unit Owners in order to enable the Unit Owners to coordinate their homeowners insurance coverage with the coverage afforded by the Association's insurance policy; and

(C) Include such schedule in any resale certificate prepared pursuant to Section 47-270 of CIOA.

(iii) All personal property owned by the Association.

(b) Property insurance shall be for the following amounts:

(i) The project facilities for full replacement; and

(ii) Personal property owned by the Association for an amount equal to its actual cash value.

(c) The deductible may not exceed $10,000.00 per occurrence. This maximum deductible amount shall be increased by the percentage increase, if any, in the value of the "Index" (as defined in Subsection 47-213(a) of CIOA) as of the first day of July, 2021, and any subsequent first day of July over the value of the Index as of the end of this year, provided that, the percentage change shall be rounded to the nearest whole percentage point and no adjustment shall be made until the percentage increase is at least ten percent and any percentage of change in excess of a multiple of ten percent shall be disregarded so that the maximum deductible amount shall increase only in multiples of ten percent. The Index shall be revised as provided in Subsection 47-213(c) of CIOA, provided, however, if property insurance is reasonably available only with larger minimum deductibles, deductibles that apply on a basis other than per occurrence, or both, the Association may purchase insurance with such deductibles.

(d) The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing the 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) The insurance shall afford protection against all risks of direct physical loss commonly insured against and such other perils as the Executive Board deems it appropriate to cover.

(f) Insurance policies required by this Section 20.2 shall provide all of the following:

(i) The insurer waives its right to subrogation under the policy against any Unit Owner or member of the Unit Owner's household;

(ii) No act or omission by any Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(iii) 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;

(iv) The loss shall be adjusted with the Association;

(v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and, in the absence of such designation, to the Association, in either case to be held in trust for the Association, each Unit Owner, and lien holders as their interests may appear;

(vi) The insurer may not cancel or refuse to renew the policy until 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; and

(vii) The insured shall be "The Courtyard at Heritage Green Association, Inc., for the use and benefit of the individual Unit Owners."

**Section 20.3 – Flood Insurance.**

The Association shall obtain and maintain flood insurance as required by the National Flood Insurance Act if:

(a) The Property is located in a flood hazard area as defined in such act; and

(b) The Unit Owners vote to direct the Association to purchase the insurance.

**Section 20.4 – Liability Insurance.**

The Association shall obtain and maintain liability insurance.

(a) Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than $1,000,000.00, 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.

(b) Insurance policies carried pursuant to this Section 20.4 shall provide all of the following:

(i) Each Unit Owner is an insured Person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.

(ii) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of the Unit Owner's household.

(iii) No act or omission by any Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

(iv) 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.

(v) The insurer may not cancel or refuse to renew the policy until 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 20.5 – Fidelity Insurance.**

The Association shall obtain and maintain fidelity insurance. Fidelity insurance shall be obtained 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 insurance policy shall name the Association as the insured and shall cover the maximum funds that will be in the custody of the Association or the Manager at any time while the policy is in force and in no event less than the sum of three months' assessments plus reserve funds. The insurer may not cancel or refuse to renew the policy until 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 20.6 – Workers' Compensation Insurance.**

The Association shall obtain and maintain workers' compensation insurance to meet the requirements of the laws of the State of Connecticut.

**Section 20.7 – Directors' and Officers' Liability Insurance.**

The Association shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association as well as other individuals typically covered under such policies. The insurance shall, as far as reasonably available, include such coverage as is necessary to satisfy the Association's duty of indemnification to its officers and Directors.

**Section 20.8 – Unit Owner Policies.**

(a) Other Insurance. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for their own benefit.

(b) Notices to Unit Owners.

(i) At least once in each calendar year and any time the deductible under the Association's property insurance policy is changed, the Association shall give notice to each Unit Owner of the need to obtain individual coverage for restoration costs that may be allocated against the individual Units under the provisions of Subsection 21.2(b) of this Declaration. However, the failure of the Association to furnish such notice shall not create any liability on the part of the Association or prevent it in any way from making the allocations provided for in that Subsection.

(ii) If the Association has adopted a schedule of standard fixtures under Subsection 20.2(a)(ii)(A) of this Declaration, it shall provide a copy of the schedule to the Unit Owners in accordance with the requirements of Subsection 20.2(a)(ii)(B) of this Declaration.

**Section 20.9 – Other Insurance.**

The Association may carry such other insurance as the Executive Board considers appropriate to protect the Association or the Unit Owners.

**Section 20.10 – Premiums.**

Insurance premiums for insurance carried by the Association shall be a Common Expense.

**Section 20.11 – Compliance with Insurance Requirements.**

No Unit Owner, tenant, holder of a Security Interest, or occupant of a Unit shall do or suffer to be done any action in the Common Interest Community, shall allow any condition to exist in the Common Interest Community, or shall bring or suffer to be brought any article or substance into the Common Interest Community that may render any insurance purchased by the Association void or voidable, or cause the non-renewal of such insurance, or cause an increase in the premiums for such insurance. By Rule, after Notice and Comment, the Executive Board may designate and regulate or prohibit particular actions, conditions, articles, and substances which violate or may violate the provisions of this Section 20.11.

## ARTICLE XXI
## DAMAGE TO OR DESTRUCTION OF PROPERTY

**Section 21.1 – Restoration.**

(a) Any portion of the Property for which insurance is required under Section 47-255 of CIOA or for which insurance carried by the Association is in effect, whichever is more extensive, which is Damaged or Destroyed shall be restored promptly by the Association unless:

(i) The Common Interest Community is terminated;

(ii) Restoration would be illegal under any state or local statute or ordinance governing health or safety; or

(iii) 80% of the Unit Owners, including every Unit Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

(b) The Association, acting at the direction of the Executive Board, and not any Unit Owners or occupants, shall have the exclusive authority to select, contract with, direct, retain, and replace all contractors and vendors for all activities to restore any portion of the Property under Subsection 21.1(a) of this Declaration that has been Damaged or Destroyed. All Unit Owners and occupants, regardless of whether their Unit or Limited Common Element is affected by such work, shall not interfere with or attempt to direct the work of contractors or vendors hired by the Association to perform work in the Property.

**Section 21.2 – Cost.**

(a) Except as provided in Subsection 21.2(b) of this Declaration, the cost of restoring Damage or Destruction in excess of insurance proceeds shall be a Common Expense assessed against all Units under Section 17.1 of this Declaration.

(b) The cost of restoring Damage or Destruction in excess of insurance proceeds to the extent of the application of a deductible up to the limits set out in Subsection 20.2(c) of this Declaration, shall be a Common Expense, allocated as follows:

(i) If the restoration is entirely to the Common Elements, such excess shall be assessed against all Units under Section 17.1 of this Declaration.

(ii) If the restoration is entirely to a single Unit, such excess shall be assessed against the affected Unit only, under Subsection 17.2(g) of this Declaration.

(iii) In all other cases, such 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 restoration of each of the affected Units and Common Elements bears to the total cost of restoration of all of the affected Units and Common Elements. In calculating this proration, the Association may rely on itemized bills or reports from the contractor or contractors making the restorations or on estimates prepared by an adjuster or construction estimator engaged by the company issuing the property insurance coverage required under Section 20.2 of this Declaration or engaged by the Association. The portion of the excess allocated to an affected Unit under this Subsection 21.2(b)(iii) of this Declaration shall be assessed against the Unit under Subsection 17.2(g) of this Declaration. The portion of the excess allocated to the Common Elements shall be assessed as a Common Expense against all Units under Section 17.1 of this Declaration.

(c) Nothing in this Section 21.2 of this Declaration shall limit the Association's ability to assess the Unit or the Unit Owner for Common Expenses caused by willful misconduct, failure to comply with a written maintenance standard, or gross negligence to the maximum amount permitted under Subsection 17.2(e) of this Declaration.

**Section 21.3 – Plans.**

Any portion of the Property that must be restored under the provisions of Section 21.1 of this Declaration shall be restored in accordance with either Subsection (a) or Subsection (b) of this Section 21.3.

(a) To its condition prior to the Damage or Destruction:

(i) Subject to changes in building codes and other applicable laws and regulations and to the availability of building components and materials; and

(ii) Either:

(A) In accordance with plans and specifications used in the construction or previous renovation of the Property, if available; or

(B) To the extent such plans and specifications are not available, in accordance with new plans based on such information as is available concerning such Property before it was Damaged or Destroyed.

(b) In accordance with other plans and specifications which have been approved by the Executive Board, Unit Owners holding a majority of all of the Votes in the Association, including the Unit Owners of every Unit for which the plans and specifications are proposed to be changed, and more than 50% of Eligible Mortgagees.

(c) Nothing in this Section 21.3 shall be deemed to prevent a Unit Owner from making additions, alterations, or betterments to a Unit in accordance with Article XII of this Declaration, contemporaneously with the restoration of the Unit, provided that such additions, alterations, or betterments do not interfere with, or increase the cost of, the restoration required to be performed by the Association.

**Section 21.4 – Restoration of Less than the Entire Property.**

If all of the Property is not to be restored by the Association:

(a) The insurance proceeds attributable to the Common Elements that have been Damaged or Destroyed shall be used to restore such 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 restored 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 restore 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 CIOA, and the Association shall promptly prepare, execute, and record an amendment to this Declaration reflecting the reallocations.

**Section 21.5 – 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 Section 21.1 of this Declaration, the proceeds shall be disbursed first for the restoration of the Property that has been Damaged or Destroyed, 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 restored, or the Common Interest Community is terminated.

**Section 21.6 – Certificates by the Executive Board.**

An insurance trustee, if any, may rely on the following certifications in writing made by the Executive Board:

(a) Whether or not Damaged or Destroyed Property is to be restored; and

(b) The amount or amounts to be paid for restoration and the names and addresses of the parties to whom such amounts are to be paid.

**Section 21.7 – Certificates by Attorneys.**

If payments are to be made to Unit Owners, holders of Security Interests, or other lien holders, the Executive Board and the insurance 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 each town in which any portion of the Common Interest Community is located from the date of the recording of the original declaration stating the names of the Unit Owners, holders of Security Interests, and other lien holders.

## ARTICLE XXII
## RIGHTS TO NOTICE AND COMMENT AND TO NOTICE AND HEARING

**Section 22.1 – 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 method or methods by which the Unit Owners may furnish comments to the Executive Board; and

(d) The date on which the Executive Board will act on the proposal after considering comments from the Unit Owners.

**Section 22.2 – Notice and Hearing – Generally.**

(a) The procedures set out in this Section 22.2 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.

(b) The hearing must be held during a regular or special meeting of the Executive Board.

(c) Not less than ten business days prior to the hearing, the Association shall send written notice of the hearing to the affected Unit Owner, and to any other parties the Association considers appropriate.

(i) The notice shall be sent to the affected Unit Owner by certified mail, return receipt requested, and by regular mail;

(ii) The notice shall be sent to any other parties in any manner permitted by the Bylaws; and

(iii) The notice given under this Subsection 22.2(c) 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 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.

(e) 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.

(f) The Executive Board shall make its decision and send notice of its decision within 30 days after the conclusion of the hearing. Notice of the decision shall be sent to the affected Unit Owner by certified mail, return receipt requested, and by regular mail.

**<u>Section 22.3 – Notice and Hearing – On the Request of a Unit Owner</u>.**

(a) Any Unit Owner, other than a Declarant, seeking to enforce a right granted or obligation imposed by CIOA or the Community Documents against the Association or another Unit Owner other than the Declarant, 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 CIOA 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 ten 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 to 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 in any manner permitted by the Bylaws; and

(iii) The notice given under this Subsection 22.3(c) 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 22.3(a) of this Declaration; 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 to the Association by the Unit Owner requesting the hearing 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 30 days after the conclusion of the hearing 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.

## ARTICLE XXIII
## EXECUTIVE BOARD

**Section 23.1 – 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 CIOA. The Executive Board acts only pursuant to the procedures set out in this Declaration, the Bylaws, the Association's certificate of incorporation, and CIOA. 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 CIOA, 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 powers and duties listed in this Section 23.1. The Executive Board:

(a) Except as limited by Subsections 23.2(d) and (e) of this Declaration and by the provisions of the Bylaws, 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;

(e) May hire and discharge employees, agents other than managing agents, and independent contractors;

(f) 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 Association's authority to institute and maintain proceedings alleging construction defects set out in Section 47-261f of CIOA;

(g) May make contracts and incur liabilities;

(h) May regulate the use, Maintenance, Repair, Replacement, and modification of Common Elements;

(i) May cause additional Improvements to be made as a part of the Common Elements;

(j) 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 CIOA;

(k) May grant easements through or over the Common Elements, for any period of time including permanent easements;

(l) May grant leases, licenses, and concessions through or over the Common Elements provided that they are either:

(i) For a term of no more than one year; or

(ii) For a term of more than one year if the lease, license, or concession does not materially interfere with the use and enjoyment of the Property by the Unit Owners.

The grant of any other lease, license, or concession through or over the Common Elements must be approved by both the Executive Board and by a majority of the Votes cast at a meeting of the Unit Owners at which a quorum is present;

(m) 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 Subsections 47-221(2) and (4) of CIOA, and for services provided to Unit Owners;

(n) 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, the Bylaws, and the Rules of the Association;

(o) May impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 47-270 of CIOA, or statements of unpaid assessments;

(p) May provide for the indemnification of its officers and Directors and maintain directors' and officers' liability insurance;

(q) Subject to Subsection 47-261e(e) of CIOA and Article XVIII of this Declaration, may assign its right to future income, including the right to receive Common Expense Assessments;

(r) May exercise any other powers conferred by this Declaration or the Bylaws;

(s) May exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;

(t) May exercise any other powers necessary and proper for the governance and operation of the Association;

(u) 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;

(v) In accordance with the provisions of Section 19.7 of this Declaration, may suspend any right or privilege of a Unit Owner or occupant of a Unit for failure to pay an assessment or for violation or breach of the Community Documents;

(w) By resolution, establish one or more Special Board Committees that are composed only of incumbent Directors, which committees may be authorized to exercise the power of the Executive Board to the extent specified by the Executive Board in the resolution establishing such committee. All such committees must maintain and publish notice of their actions to the Executive Board and otherwise comply with applicable provisions of the Bylaws; and

(x) By resolution, establish one or more Advisory Committees that are not authorized to exercise the power of the Executive Board that are composed of such individuals as may be specified in the resolution establishing such committee.

**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, except that the Executive Board may fill vacancies in its membership, other than vacancies created by the removal of a Director by the Unit Owners, until the next meeting at which Directors are elected;

(d) To determine the qualifications, powers and duties, or terms of office of Directors; or

(e) To amend any provision of the Bylaws that relates to or affects:

(i) The number of Directors;

(ii) The manner of election of Directors;

(iii) 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 the Bylaws; or

(iv) The manner or required vote to adopt, amend, or repeal any Bylaw.

**Section 23.3 – Board Discretion.**

(a) In addition to any other discretion the Executive Board has under applicable law, the Executive Board may determine whether to take enforcement action by exercising the Association's power to impose sanctions, by commencing an action for a violation of the Community Documents, or by commencing or defending any other action or proceeding relating to the rights, powers, or obligations of the Association, which may include a determination of whether to compromise any claim for unpaid assessments or other claim made by or against the Association. The Executive Board does not have a duty to take enforcement or other action if it determines that, under the facts and circumstances presented:

(i) The Association's legal position does not justify taking any or further 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 have occurred, it is not so material as to be objectionable to a reasonable individual or to justify expending the Association's resources; or

(iv) It is not in the Association's best interests to take enforcement action.

(b) The Executive Board's decision under Subsection 23.3(a) of this Declaration, or otherwise, not to take action under one set of circumstances does not prevent the Executive Board from taking action under another set of circumstances, except that the Executive Board may not be arbitrary or capricious in taking enforcement action.

## ARTICLE XXIV
## CONDEMNATION

**Section 24.1 – Condemnation.**

If part 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 shall be payable in accordance with Section 47-206 of CIOA.

## ARTICLE XXV
## MISCELLANEOUS

**Section 25.1 – Captions.**

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

**Section 25.2 – Number and 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 Community Documents so requires.

**Section 25.3 – Waiver.**

No provision contained in the Community 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 25.4 – Invalidity.**

The invalidity of any provision of the Community 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 Community Documents shall continue in full force and effect.

**Section 25.5 – Conflict.**

The Community Documents are intended to comply with the requirements of CIOA and the Nonstock Corporation Act. In the event of any conflict between the Community 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 Community Document, this Declaration shall control.

Dated May 01, 2021.

Signed in the presence of:

Linda C Kelley

J N Kelley

The Courtyard at Heritage Green Association, Inc.

By Pamela R. Price

Its President

State of Connecticut )
County of NEW HAVEN ) ss T/O SOUTHBURY MAY 1, 2021

Personally appeared PAMELA R. PRICE, President of The Courtyard at Heritage Green Association, Inc., and acknowledged the foregoing to be his or her free act and deed and the free act and deed of the corporation.

DOUGLAS M. DALLON NOTARY PUBLIC CONNECTICUT NOTARY

Douglas M. Dallon

Commissioner of the Superior Court
Notary Public
My Commission Expires: 3/31/26

**DOUGLAS M. DALLON**
***Notary Public***
**My Commission Expires 3/31/26**
**203-405-1516**

Attest John J. Dobbyn

Secretary, The Courtyard at Heritage Green Association, Inc.

Schedule A-3 - Table of Allocated Interests

| Unit No. | Approximate Area (SF) | Percentage Undivided Interest in the Common Elements | Percentage Liability for Common Expenses | Vote in the Affairs of the Association |
|---|---|---|---|---|
| F101 | 1,885 | 2.7870 | 2.7870 | 1 |
| F102 | 1,510 | 2.2326 | 2.2326 | 1 |
| F103 | 1,475 | 2.1808 | 2.1808 | 1 |
| F104 | 1,110 | 1.6412 | 1.6412 | 1 |
| F105 | 1,645 | 2.4322 | 2.4322 | 1 |
| F201 | 1,885 | 2.7870 | 2.7870 | 1 |
| F202 | 1,510 | 2.2326 | 2.2326 | 1 |
| F203 | 1,475 | 2.1808 | 2.1808 | 1 |
| F204 | 1,220 | 1.8038 | 1.8038 | 1 |
| F205 | 1,645 | 2.4322 | 2.4322 | 1 |
| F301 | 1,720 | 2.5431 | 2.5431 | 1 |
| F302 | 1,395 | 2.0625 | 2.0625 | 1 |
| F303 | 2,170 | 3.2084 | 3.2084 | 1 |
| F304 | 1,900 | 2.8092 | 2.8092 | 1 |
| G101 | 1,885 | 2.7870 | 2.7870 | 1 |
| G102 | 1,510 | 2.2326 | 2.2326 | 1 |
| G103 | 1,475 | 2.1808 | 2.1808 | 1 |
| G104 | 1,110 | 1.6412 | 1.6412 | 1 |
| G105 | 1,645 | 2.4322 | 2.4322 | 1 |
| G201 | 1,885 | 2.7870 | 2.7870 | 1 |
| G202 | 1,510 | 2.2326 | 2.2326 | 1 |
| G203 | 1,475 | 2.1808 | 2.1808 | 1 |
| G204 | 1,220 | 1.8038 | 1.8038 | 1 |
| G205 | 1,645 | 2.4322 | 2.4322 | 1 |
| G301 | 1,720 | 2.5431 | 2.5431 | 1 |
| G302 | 1,395 | 2.0625 | 2.0625 | 1 |
| G303 | 2,170 | 3.2084 | 3.2084 | 1 |
| G304 | 1,900 | 2.8092 | 2.8092 | 1 |
| H101 | 1,885 | 2.7870 | 2.7870 | 1 |
| H102 | 1,510 | 2.2326 | 2.2326 | 1 |
| H103 | 1,475 | 2.1808 | 2.1808 | 1 |
| H104 | 1,110 | 1.8412 | 1.6412 | 1 |
| H105 | 1,645 | 2.4322 | 2.4322 | 1 |
| H201 | 1,885 | 2.7870 | 2.7870 | 1 |
| H202 | 1,510 | 2.2326 | 2.2326 | 1 |
| H203 | 1,475 | 2.1808 | 2.1808 | 1 |
| H204 | 1,220 | 1.8038 | 1.8038 | 1 |

| Unit No. | Approximate Area (SF) | Percentage Undivided Interest in the Common Elements | Percentage Liability for Common Expenses | Vote in the Affairs of the Association |
|---|---|---|---|---|
| H205 | 1,645 | 2.4322 | 2.4322 | 1 |
| H301 | 1,720 | 2.5431 | 2.5431 | 1 |
| H302 | 1,395 | 2.0625 | 2.0625 | 1 |
| H303 | 2,170 | 3.2084 | 3.2084 | 1 |
| H304 | 1,900 | 2.8092 | 2.8092 | 1 |

INST# 1799

RECORDED SOUTHBURY LAND RECORDS
ON May 07,2021 AT 10:02A
VOL 726 PAGE 416-485 BY
Asst Town Clerk

NOV 0 5 2021


# SANDLER & HANSEN, LLC

*ATTORNEYS AND COUNSELORS AT LAW*

98 WASHINGTON STREET, THIRD FLOOR
MIDDLETOWN, CT 06457
TELEPHONE (860) 398-9090 FACSIMILE (860) 316-2993
WWW.SANDLERCONDOLAW.COM

SCOTT J. SANDLER†
CHRISTOPHER E. HANSEN
† *FELLOW, COLLEGE OF COMMUNITY ASSOCIATION LAWYERS*


November 1, 2021

The Courtyard at Heritage Green Association, Inc.
c/o Ms. Peg Routhier
REI Property Management
2A Ives Street
Danbury, CT 06810

Re: The Courtyard at Heritage Green
Recorded Amendment
Our File #COURT856-00000-G-1

Ladies and Gentlemen:

Enclosed is the original of the amendment to the declaration of The Courtyard at Heritage Green, as it has been returned to us by the Southbury Town Clerk. Upon receiving this document, please take the following steps:

1. File it with the association's permanent records.

2. Furnish copies of the amendment, along with the rest of the association's documents, with each resale certificate that you issue and to each person who requests a copy of the current documents.

Thank you for this opportunity to have been of service.

Very truly yours,

SANDLER & HANSEN, LLC

Scott J. Sandler

SJS:abm
Enclosure
cc: Dennis and Ann Nauheimer

F:\clients\Courtyard at Heritage Green COURT586\00000 General Representation\G-1 Parking Space Auction\Assoc letter re recorded amendment.wpd

*After recording, please return to:*
*Sandler & Hansen, LLC*
*98 Washington Street, Third Floor*
*Middletown, CT 06457*

# NOTICE OF AMENDMENT TO THE DECLARATION OF THE COURTYARD AT HERITAGE GREEN ADOPTED BY THE COURTYARD AT HERITAGE GREEN ASSOCIATION, INC. SOUTHBURY, CONNECTICUT

The undersigned, President of The Courtyard at Heritage Green Association, Inc., hereby certifies that the declaration of The Courtyard at Heritage Green by The Courtyard at Heritage Green, LLC, dated December 29, 2004, and recorded on December 29, 2004, in Volume 479 at Page 137 of the Southbury land records, as amended to date ("Declaration"), has been further amended as follows:

The parking space labeled as RP1, as shown on the floor plan for the Building H garage attached hereto as Exhibit A, is hereby assigned to Unit H205 as a Limited Common Element.

This Amendment was adopted by the Association pursuant to Article XI of the Declaration.

Dated October 14, 2021

Signed and Delivered
in the presence of:

Carol A. Anderson

[illegible signature]

The Courtyard at Heritage Green
Association, Inc.

By Pamela R. Price

Its President

State of Connecticut )
) ss Southbury 10/14, 2021
County of New Haven )

Personally appeared Pamela R. Price President of The Courtyard at Heritage Green Association, Inc., and acknowledged the foregoing to be his/her free act and deed and the free act and deed of the corporation.

Janet B. Titus

Commissioner of the Superior Court
Notary Public
My Commission Expires: 10/31/23

JANET B. TITUS
NOTARY PUBLIC #54364
*State of Connecticut*
MY COMMISSION EXPIRES OCT. 31, 2023

Attest John J. Duffy

Secretary, The Courtyard at Heritage Green Association, Inc.

BK= 479 PG= 203

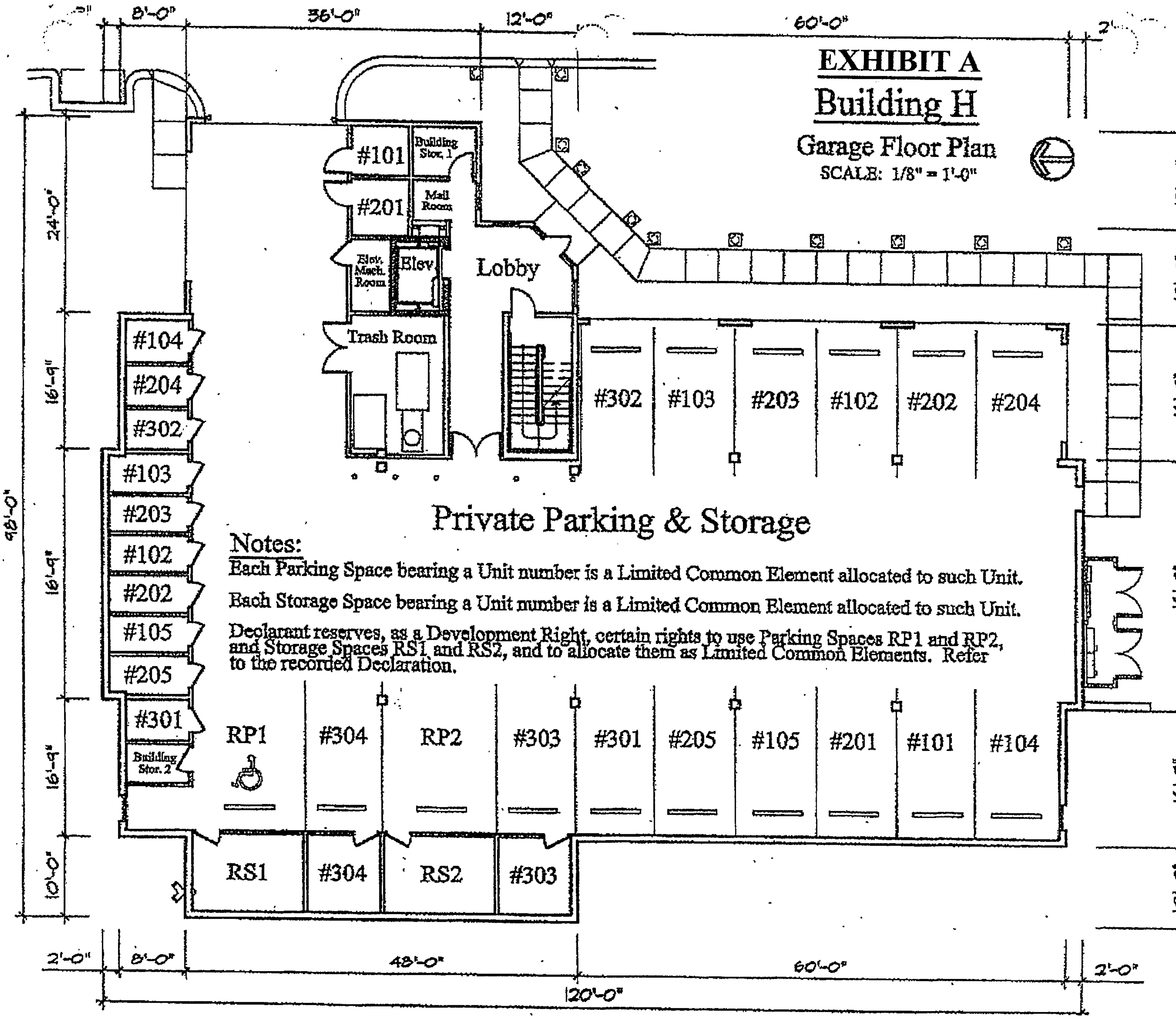
EXHIBIT A
Building H
Garage Floor Plan
SCALE: 1/8" = 1'-0"
Private Parking & Storage
Notes:
Each Parking Space bearing a Unit number is a Limited Common Element allocated to such Unit.
Each Storage Space bearing a Unit number is a Limited Common Element allocated to such Unit.
Declarant reserves, as a Development Right, certain rights to use Parking Spaces RP1 and RP2, and Storage Spaces RS1 and RS2, and to allocate them as Limited Common Elements. Refer to the recorded Declaration.
Lobby
#101
#201
Building Stor. 1
Mail Room
Elev. Mach. Room
Elev
Trash Room
#302
#103
#203
#102
#202
#204
RP1
#304
RP2
#303
#301
#205
#105
#201
#101
#104
RS1
#304
RS2
#303
#104
#204
#302
#103
#203
#102
#202
#105
#205
#301
Building Stor. 2
8'-0"
36'-0"
12'-0"
60'-0"
2'-0"
24'-0"
16'-9"
16'-9"
16'-9"
10'-0"
98'-0"
12'-0"
12'-0"
16'-9"
16'-9"
16'-9"
10'-0"
2'-0"
8'-0"
48'-0"
60'-0"
2'-0"
120'-0"

ATTACHMENT

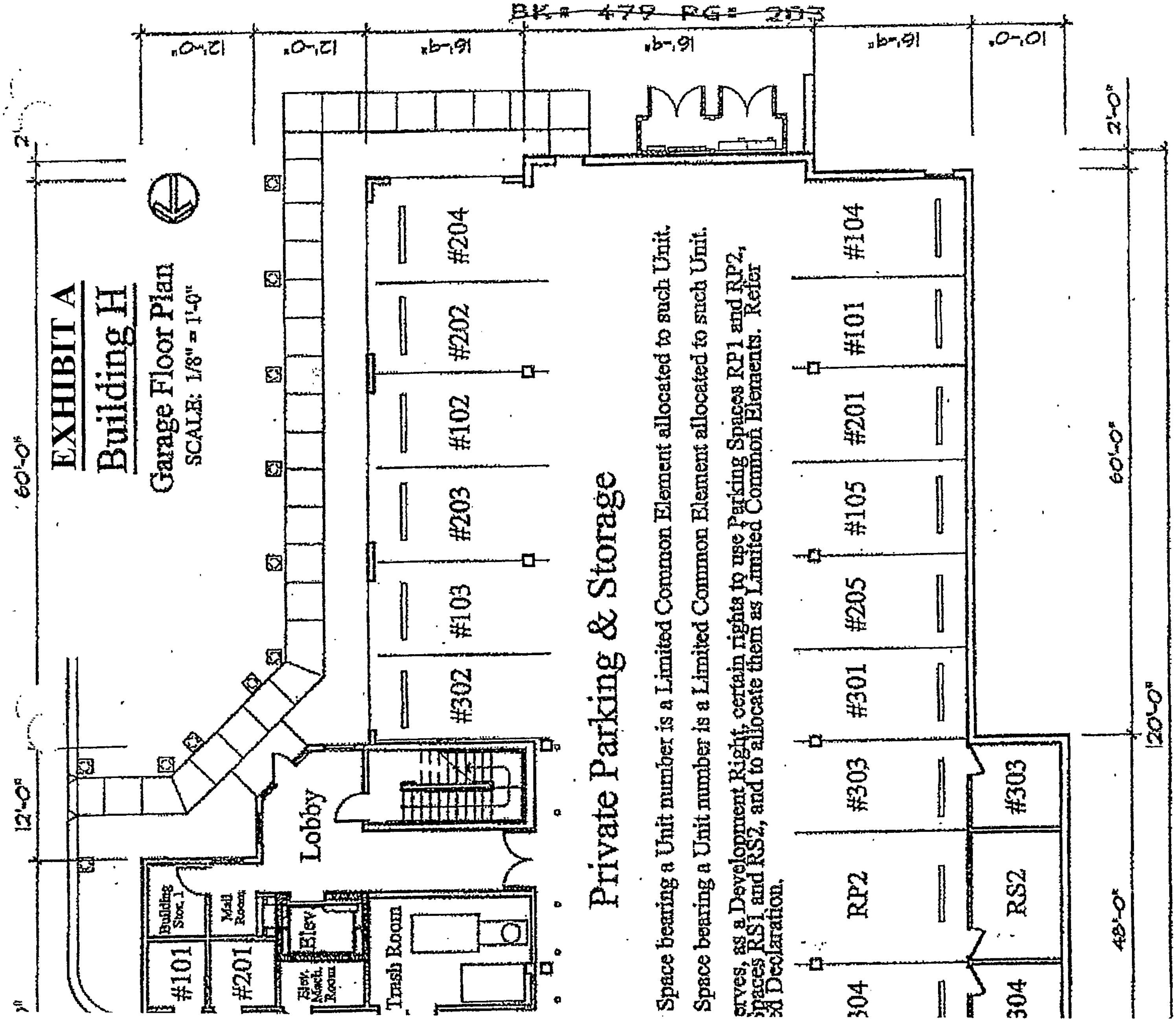
EXHIBIT A
Building H
Garage Floor Plan
SCALE: 1/8" = 1'-0"
Private Parking & Storage
Space bearing a Unit number is a Limited Common Element allocated to such Unit.
Space bearing a Unit number is a Limited Common Element allocated to such Unit.
erves, as a Development Right, certain rights to use Parking Spaces RP1 and RP2,
paces RS1 and RS2, and to allocate them as Limited Common Elements. Refer
d Declaration.
#204
#202
#102
#203
#103
#302
#104
#101
#201
#105
#205
#301
#303
RP2
304
#303
RS2
304
Lobby
Building Stor. 1
Mail Room
Elev.
Elev. Mach. Room
Trash Room
#101
#201
60'-0"
12'-0"
120'-0"
48'-0"
2'-0"
10'-0"

# RULES OF THE COURTYARD AT HERITAGE GREEN

(Note: Terms initial capitalized terms are defined in Article I of the Declaration.)

The following Rules apply to all owners and occupants of Units.

## ARTICLE 1

## Use of Units That Adversely Affects the Use or Enjoyment of Other Units or the Common Elements by the Unit Owners

Section 1.1 - Occupancy Restrictions. Units are limited to occupancy by single families, and garages are limited to occupancy for the storage of vehicles and accessory storage, both as defined in the Declaration.

Section 1.2 - No Commercial Use. Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising except for a name plate or sign not exceeding nine (9) square inches in area, on the main door to each Unit be maintained or permitted on any part of the Common Elements or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. No "For Sale" sign offering a Unit for sale or rental shall be posted anywhere in the community except as part of the marketing and development program of the Declarant.

Section 1.3 - Access by Executive Board and Secured Space. The Executive Board, the manager or its designated agent, may retain a pass key to all Units for use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of any Unit without immediately providing the Executive Board, the manager or its agent, with a key therefor. At the Unit Owner's option, he or she may provide the key be enclosed in a sealed envelope with instructions that it only be used in emergencies with a report to him or her as to each use and the reason therefor. Each Unit may have closets, safes or vaults not exceeding fifty (50) cubic feet in capacity which can be locked without such access.

Section 1.4 - Electrical Devices or Fixtures. No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board. 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.

Section 1.5 - Trash. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire or encouragement of vermin. On-site solid waste containers shall be maintained and operated in a neat and orderly manner and in accordance with the manufacturer's recommendations.

Section 1.6 - Displays Outside of Units. Unit Owners shall not cause or permit anything other than curtains and conventional draperies, and patriotic or holiday decorations to be hung, displayed or exposed at or on the outside of windows without the prior consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any.

Section 1.7 - Painting Exteriors. Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building or any interior surfaces in Common Elements (including the hallway side of entry doors) without the prior consent of the Executive Board or such committee then established having jurisdiction over such matters, if any.

Section 1.8 - Cleanliness. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

Section 1.9 - Electrical Usage. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

Section 1.10 – Temperature Control. Unit Owners shall maintain a minimum temperature of 50° Fahrenheit in their Units at all times when the outside temperature falls below 34° Fahrenheit. Any unit that is vacant at any time during the heating season, whether for vacations or otherwise, shall be left with heat turned on, all thermostats operable and set no lower than 50° Fahrenheit.

Section 1.11 – Moving & Elevators. Move-ins and move-outs and use of elevators for such purposes are restricted to the hours between 9:00 a.m. and 5:00 p.m. Monday through Saturday, excluding holidays. Each Unit Owner is responsible for the proper removal of trash, debris, crating or boxes relating to that unit Owner's move-in or move-out. Any damage to halls, door, stairways and elevator will be repaired by the Association and the cost charged to the Unit Owner.

## ARTICLE II

## Use of Common Elements

Section 2.1 - Obstructions. There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Executive Board except as hereinafter expressly provided.

Section 2.2 - Trash. No garbage cans or trash barrels shall be placed outside the Units. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, except in designated trash storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios or terraces. Container pick-up shall be permitted only during the hours of 7:00 a.m. to 6:00 p.m. Recycling is the responsibility of the Unit owner. Recyclable bins are to be placed in designated area.

Section 2.3 - Storage. Storage of materials in Common Elements or other areas designated by the Executive Board; including storage lockers, shall be at the risk of the person storing the materials. Storage materials are to be low risk/non-hazardous materials as required by local municipal authorities.

Section 2.4 - Proper Use. Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.

Section 2.5 - Alterations, Additions or Improvements to Common Elements. No alterations, additions or improvements may be made to the Common Elements without the prior written consent of the Executive Board or such committee established by the Executive Board having jurisdiction over such matters, if any. No clothes, sheets, blankets, laundry or any other kind of articles other than patriotic or holiday decorations on doors only, shall be hung out of a building or exposed or placed on the outside walls, doors of a building or on trees, and no sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window.

Section 2.6 - Mailboxes. The Regulations of the United States Postal Service will govern the use of all mailboxes.

## ARTICLE III

## Actions of Owners and Occupants

Section 3.1 - Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, tape or CD player, television set, radio or other electronic device at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

Section 3.2 -Compliance With Law. No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations of the Town of Farmington. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3 - Pets. No animals, birds or reptiles of any kind shall be raised, bred, or kept on the property or brought on the Common Elements, except for: No more than two (2) pets of gentle disposition; such as dogs or cats, or other household pets, approved and licensed by the Executive Board or the manager as to compatibility with the Common Interest Community. Pets may not be kept, bred or maintained for any commercial purposes.. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. In no event shall any pet be permitted in any portion of the Common Elements unless carried or on a leash. No dogs shall be curbed in any courtyard or close to any patio or terrace, except in the street or special areas designated by the Executive Board. The owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity. Owners must clean up immediately all feces deposited on or near the property.

Section 3.4 - Structures in Common Elements. No plantings, gardens, structures, barbecues, furniture, swing sets, or other objects may be planted, erected or placed by any Unit Owner or occupant in the Common Elements, including on patios and decks, without the written permission and approval of the Executive Board.

Section 3.5 - Indemnification for Actions of Others. 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.

Section 3.6 - Employees of Management. No Unit Owner shall send any employee of the manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

Section 3.7 - 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 stove hoods will have grease screens, which will remain installed and prevent grease 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.

Section 3.8 - Mold. Unit Owners and occupants will do nothing which is likely to cause or encourage the growth of mold or fungus within a Unit or within portions of the Common Elements. Unit Owners and occupants will promptly notify the Association of any infestation of mold or fungus and shall indemnify the Association and the Declarant from and against all loss, cost, damage and liability resulting therefrom which is caused by them.

## ARTICLE IV

### Insurance

Section 4.1 - 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 written consent of the Executive Board. No Unit Owner shall permit anything to be done, or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Section 4.2 - 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.

Section 4.3 - Reports of Damage. Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager or a Director by any person having knowledge thereof.

## ARTICLE V

### Rubbish Removal

Section 5.1- Deposit of Rubbish. Rubbish container locations will be designated by the Executive Board or the manager. Pickup will be from those locations only. Occupants will be responsible for removal of rubbish from their Units in leak proof containers to the pickup locations. Rubbish is to be deposited within that location and the area is to be kept neat, clean and free of debris. Long term storage of rubbish in the Units is forbidden.

# ARTICLE VI

## Motor Vehicles

Section 6.1 - Compliance with Law. All persons will comply with Connecticut State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and Property.

Section 6.2 - Registration. All vehicles of employees, agents, Unit Owners, and occupants regularly using the premises must be registered with the manager and all vehicles parked for more than eight consecutive hours must display either a vehicle sticker or carry a guest pass card. Construction and management vehicles not registered will be identified by a special pass card.

Section 6.3 - Registration Application. The manager will register vehicles on a special application form. The form will provide that registered vehicles parked in "no parking" areas, fire lanes, on the pavement or blocking access, or otherwise improperly parked may be towed at the owner's expense.

Section 6.4 - Guest Pass. Vehicles parked on the property for more than eight (8) hours without a guest pass (or sticker) will be deemed trespassers and will be removed. Guest passes will be issued to Unit Owners requesting them. They will be registered in the name of the Unit Owner who, upon receipt of the passes, will assume responsibility for the actions and towing charges of vehicles displaying such passes, as a Common Expense assessment, which will be levied following Notice and Hearing.

Section 6.5 - Limitations on Use. The use of Limited Common Element parking spaces is limited to use by the occupant of the Unit to which it is assigned as a Limited Common Element. Any vehicle must be registered in order to permanently park on the premises. A Unit Owner must garage one of his or her vehicles overnight in his or her garage or carport and not in an outside space. Parking areas shall be used for no other purpose than to park motor vehicles, and loading or unloading.

Section 6.6 - Visitor Parking. Except where special arrangements are made, vehicles displaying visitor's passes are limited to three days' parking.

Section 6.7 - Speed Limit. The speed limit on all roads and drives within the Property shall be five miles per hour.

Section 6.8 - Snowmobiles, Off Road and Unlicensed or Immobile Vehicles. Snowmobiles, off road vehicles including trail bikes, jeeps and other four wheel drive ehicles that are not used in maintenance are prohibited, except where licensed and quipped for passage on public highways, and actually used by licensed drivers on the aved portions of the Property. Except for motor assisted bicycles and wheel chairs as ermitted by state law, all highway vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Except for temporary repairs not involving immobility in excess of ten hours, highway vehicles will not be disassembled, repaired, rebuilt, painted or constructed on the Property.

Section 6.9 - Limited Use of Certain Vehicles. The following types of vehicles are prohibited from the Property in excess of four (4) out of any consecutive twenty-four (24) hours except when making deliveries, loading or unloading, or providing services to Units or Common Elements. The prohibition contained in this Section shall not apply to vehicles belonging to the Declarant or the Association or to vendors or contractors engaged by the Declarant or the Association.

(a) Vehicles carrying a sign advertising a business.

(b) Vehicles having a capacity of one ton or more.

(c) Vehicles having more than four single-tired wheels.

(d) Campers of any kind.

(e) Trailers of any kind.

Section 6.10 - Delivery Trucks and Other Large Vehicles. The parking of tractor-trailers and other large vehicles used for pick-up and delivery is restricted to the designated loading areas as indicated on the approved Site Development Plan.

Section 6.11 - No Parking Areas. Vehicles may not be parked in such manner as to block access to Units, parking spaces, garages, carports, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles on roads and drives. Vehicles in violation will be towed after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicle is registered. In addition a Twenty-Five Dollar ($25) per day fine may be levied against the person, Unit Owner or occupant to whom the vehicle is registered, following Notice and Hearing, for the period that the vehicle violates these rules, unless at some hearing good and valid reasons are given for such violation.

## ARTICLE VII

### Right of Declarant

The Declarant may make such use of the unsold Units and Common Elements as may facilitate completion and sale of the Common Interest Community including, but not limited to, maintenance of a sales office, the showing of the Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials.

Interference with workmen or with buildings under construction is prohibited. Entrance into construction of Declarant's restricted areas will be only with representatives of the Declarant.

## ARTICLE VIII

### General Administrative Rules

Section 8.1 - Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 8.2 - Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

## ARTICLE IX

### General Recreation Rules

Section 9.1 - Limited to Occupants and Guests. Passive recreational facilities, open space and woodland within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the Association harmless from damage or claims by virtue of such use.

Section 9.2 - Boisterous Behavior Prohibited. Boisterous, rough or dangerous activities or behavior, which unreasonably interferes with the permitted use of facilities by others, is prohibited.

Section 9.3 - Reserved Areas. Specific portions of woodland or open space facilities, or specific times of recreational schedules may be reserved, or priority given, to certain age groups. Such reservations and scheduling shall be done by management personnel.

Section 9.4 - Children. Parents will direct and control the activities of their children and grandchildren in order to require them to conform to the regulations. Parents will be responsible for violations, or damage caused by their children whether the parents are present or not.

Section 9.5 - Ejectment for Violation. Unit Owners, occupants, guests and tenants may be summarily ejected from a recreational facility by management personnel in the event of violation of these regulations within a facility, and suspended from the use until the time for Notice and Hearing concerning such violation and, thereafter suspended for the period established following such Hearing.

Section 9.6 - Proper Use. Recreational facilities, if any, will be used for the purposes for which they were designed. Picnic areas, equipment, and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used.

## ARTICLE X

## Walking Trails

Section 10.1 - Use. Walking trails are for use by Unit Owners, occupants and invited guests for the purpose of walking only.

Section 10.2 - Restrictions. No bicycles, motorcycles, or other wheeled vehicles are permitted on the walking trails.

## ARTICLE XI

## Clubhouse

Section 11.1 - Use of Clubhouse. The Clubhouse may be used only by residents and their invited guests when accompanied by a resident.

Section 11.2 - Clubhouse Rules. The various facilities in the Clubhouse may be used only in accordance with the rules posted for their use.

Section 11.3 - Cleaning and Damages. All persons using the Clubhouse will clean up after themselves and their guests. Residents will be responsible for any damage done to the Clubhouse by themselves, the members of their families and their guests.

Section 11.4 - Private Parties. Designated portions of the Clubhouse may be reserved for private parties pursuant to a schedule of rental fees and deposits as established by the Executive Committee from time to time. All reservations must be made through the manager at least seven days in advance. The Owner or resident reserving the Clubhouse shall be responsible:

(a) for providing all required party facilities;

(b) for seeing that all guests park their cars in accordance with applicable rules and parking regulations;

(c) for seeing that the conduct of the party is such as to minimize disturbance to other residents; and

(d) for seeing that the Clubhouse is cleaned and made presentable within twelve hours of the end of the party.

Section 11.5 - Boisterous Activities. No boisterous activities, rough play, running, dangerous activities and unattended minor children shall be permitted within the Clubhouse.

Section 11.6 - Exercise Room. The exercise room is available to Unit Owners at all times that the facility is open. Please be advised that the use of this facility is not supervised and Unit Owners should be aware that their use of same is entirely at their own risk. Please observe the rules and regulations which are posted within the exercise room.

Section 11.7 - Smoking. The entirety of the Clubhouse and all Common Areas within any Building are a non-smoking area. Anyone who continues to violate this policy after reasonable notice may be suspended from utilizing this recreational facility.

Section 11.8 - Alcoholic Beverages. Unless a Unit Owner has rented the Clubhouse and is legally responsible for the actions of his invitees, no alcoholic beverages may be brought into the Clubhouse or consumed on the premises.

Section 11.9 - Gambling. No gambling or any other illegal activity of any form may be conducted within the Clubhouse or anywhere on the Common Elements.

Section 11.10 - Attire. No one shall be permitted within the Clubhouse unless he or she is properly attired. Shirts and shoes must be worn at all times.

## ARTICLE XII

## Swimming Pool

Section 12.1 – State Regulations.

(a) Regulations of Department of Health. Regulations required by the Connecticut State Department of Health shall be included by reference.

(b) Bathe before Entry. All persons shall bathe with warm water and soap before entering the pool.

(c) Diseased Persons. Any person known or suspected of having a communicable disease shall not use the pool.

(d) Spitting or Blowing Nose. Spitting or blowing the nose in the swimming pool is prohibited.

(e) Boisterous Play. Running and boisterous or rough play (except supervised water sports) is prohibited.

Section 12.2 – Limitation of Number of Guests. Except by prior arrangement with the President, or his delegate, the number of guests of one Unit Owner at any time may not exceed four.

Section 12.3 – Children in Pool. Children under the age of 16, who have not passed the Red Cross certified "swimmers" course, shall not be allowed in the pool area unless accompanied by an adult. Children under 16 may not swim between the hours of 5 and 6 p.m. and after 8 p.m. No children of diaper-wearing age will be allowed in the pool.

Section 12.4 – Hours. Swimming pool hours will be from 9 a.m. to 10 p.m. during the season. The season shall be determined by the Executive Board depending on weather and the readiness and condition of the pool.

Section 12.5 – Pets, etc. Pets, glassware, underwater breathing apparatus, knives and dangerous equipment are prohibited from the pool area.

Section 12.6 – Supervisor's Authority. The pool supervisor, if any, and staff will maintain order, and their requirements as to the enforcement of the regulations, maintenance of order, and enhancement of safety will be obeyed.

Certified to be the initial rules adopted by the Executive Board on its date of organization

Secretary

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The Courtyard at Heritage Green

SCHEDULE A
Maintenance Standards
Approved August 2, 2021
Revised 12/2/2022

1. Hot water heaters shall be replaced prior to wauanry expiration date. (CM-PM contractor will check expiration date annually).

2. . Dryer lint screens shall be cleaned out between each use. (CM-PM contractor will clean out dryer vents and ducts annually). If a dryer booster fan is installed, it shall be cleaned out and serviced annually. If a dryer booster fan is not installed, any replacement dryers must be able to vent the full length of the duct).

3. CM-PM contractor will inspect washing machine hoses annually to ensure that they are not brittle. Only metal braided hoses are permitted to be used (rubber hoses are not acceptable). Water lines connected to washing machines shall be turned off when not in use.

4. CM-PM contractor will test and/or change batteries for all smoke and carbon monoxide detectors once a year. All smoke and carbon monoxide detectors should be replaced as needed.

5. HVAC systems should be serviced every spring and fall by owner's vendor.
6. Owners or occupants need to inspect their utility closets monthly to check for any visible leaks.

7. Occupants shall ensure that in-line humidifiers (if installed) are turned off during the summer months and turned on during the winter months. If condensation appears on the inside of windows, the humidifier must be turned down. The humidifer filter shall be cleaned as needed.

8. Occupants shall immediately contact the Association's management company if they become aware of any drainage issues such as ponding of water against the foundation, clogged exterior drains, ice dams or clogged gutters on the roof, or if they become aware of any evidence of running or seeping water.

9. Occupants shall keep snow and ice from accumulating on their decks and against the exterior deck/balcony doors. **A plastic shovel must be used to avoid damage to decking.**

10. Occupants shall adjust exterior door thresholds to ensure there are no gaps that would allow air or water infiltration every spring and fall or as needed.

11. Occupants shall regularly check all caulking around tubs, showers, toilets, and sinks to ensure that moisture does not penetrate flooring and/or walls.

12. Occupants shall always keep the heat in their Units at a minimum of 55 degrees in the winter, even while they are away, to ensure that pipes do not freeze. Air conditioning shall be kept on and set below 80 degrees during the summer even while homes are vacant to ensure that humidity levels do not get high enough for mold growth.

13. Every Unit shall have a working and current fire extinguisher in an area where all occupants can easily find it.

14. Occupants shall not use sodium chloride (rock salt) on any exterior concrete surfaces such as walks and stoops to melt ice since the freeze/thaw cycle it creates will cause damage to the surface of the concrete.

15. In the event an Owner receives approval from the Executive Board for the installation of anything on the exterior of the building such a satellite dish, antenna, flagpole, planter, etc, it is the responsibility of the Occupant to ensure that any penetrations are properly caulked or flashed against water infiltration.

16. In the event an Owner receives approval from the Executive Board for the installation of a storm door, screen door and/or window it is the responsibility of the Owner to ensure that weep holes are cleared and no moisture can build up.

17. Open flames, grills, smoking materials, space heaters or other potential fire hazards are not permitted.

18. Occupants may not leave running water unattended, therefore avoiding overflows.

19. All leaking pipes, valves and toilets must be promptly repaired. Unit owners are financially responsible for any damage caused to another unit as a result of negligence in this area.

20. Owners shall be liable for any loss or damage caused by repairs and installations that are not performed by licensed professionals.

21. Owners must have their gas fireplaces professionally cleaned every four years. Superior Hearth, Spas and Leisure 860-620-5555 are the installers and servicers of Heat & Glo.

22. All stoves will have grease screens, which will remain installed and prevent grease from accumulating. All screens will be always used and kept clean, in good order and repaired by the unit owner or occupant.

23. Unit owners or occupants will do nothing which is likely to cause or encourage mold or fungus growth within a unit or within portions of the common areas. Unit owners and occupants will promptly notify the Association of any infestation of mold or fungus and shall indemnify the Association from and against all loss cost, damage and liability resulting therefrom which is caused by them.

24. Owners and occupants will be responsible for all their rubbish and recyclable items. Leak proof containers must be used when transporting rubbish and recyclables to trash depositing areas. Trash/recycling deposit areas are to be kept neat, clean and free of debris. Long term storage of rubbish/recyclables in units is prohibited.

25. When moving any items in or out of any building at The Courtyard, including furniture, building supplies and appliances, the Association Manager must be given notice so that protective quilts can be hung in the elevators. Such notice must be received in the office of the property manager no later than Tuesday of the week moving is to take place. Each building has its own set of these quilts.

26. The front and back doors of the residential buildings shall never be left propped open by a mover or a maintenance person. Arrangements must be made to let service people in and out as needed in order to retain the "secure" nature of our buildings.

27. Storage spaces may not contain any hazardous or flammable materials.

28. A unit owner or tenant whose pet eliminates within a building – i.e. – hallways, stairwells, elevators, lobbies or garages – must clean up the area immediately and sanitize. If not, they will be charged for a professional cleaning to remove the stain. Also, any pet elimination on the grounds must be picked up.

Bk: 761 Pg: 785
Instr : 2023-2399
09/05/2023 11:53:36 AM
2 Pages
DECLARATION
Town Clerk

*After recording, please return to:*
*Sandler & Hansen, LLC*
*98 Washington Street, Third Floor*
*Middletown, CT 06457*

NOTICE OF AMENDMENT TO THE DECLARATION OF
THE COURTYARD AT HERITAGE GREEN
ADOPTED BY THE COURTYARD AT HERITAGE GREEN ASSOCIATION, INC.
SOUTHBURY, CONNECTICUT

The undersigned, President of The Courtyard at Heritage Green Association, Inc., hereby certifies that the Amended and Restated Declaration of The Courtyard at Heritage Green dated May 1, 2021, and recorded on May 7, 2021, in Volume 726 at Page 416 of the Southbury Land Records, as amended to date, has been further amended to add the following Section 9.7:

**Section 9.7 – Unit Transfer Fees.**

(a) Except as provided in Subsection 9.7(b), each time title to a Unit is transferred, the transferee shall pay to the Association a transfer fee of $2,000.00. The payment shall be due at the time the Unit is transferred. On receipt of the payment, the Association shall furnish the transferee a receipt, in recordable form, verifying that the requirements of this Section 9.7 have been satisfied.

(b) The fee described in Subsection 9.7(a) shall not apply to the following transfers of title:

(i) A transfer designed to give the transferee a Security Interest in the Unit.

(ii) A transfer to the holder of a Security Interest in a Unit by foreclosure, by deed in lieu of foreclosure, or by purchase at a foreclosure sale;

(iii) A transfer by descent or devise;

(iv) A transfer by a Unit Owner to his or her spouse, parent, child, or sibling; or

(v) A transfer by a Unit Owner to the trustee of a trust of which the Unit Owner is a beneficiary.


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This Amendment was adopted by the agreement of Unit Owners holding at least 67% of the voting power in the Association. There are no Eligible Mortgagees holding mortgages on Units in the Common Interest Community.

Dated August 25, 2023

Signed in the presence of:

Kennedy Rasmondo

KMW

The Courtyard at Heritage Green Association, Inc.

By Pamela R. Price
Pamela R. Price
Its President

State of Connecticut )
) ss Southbury August 25, 2023
County of New Haven )

Personally appeared Pamela R. Price, President of The Courtyard at Heritage Green Association, Inc., and acknowledged the foregoing to be her free act and deed and the free act and deed of the corporation.

Janet B. Titus
Commissioner of the Superior Court
Notary Public
My Commission Expires: 10

JANET B. TITUS
NOTARY PUBLIC #54364
State of Connecticut
MY COMMISSION EXPIRES OCT. 31, 2020

JANET B. TITUS NOTARY PUBLIC CONNECTICUT

Attest James L. Kantor
Secretary, The Courtyard at Heritage Green Association, Inc.

RECEIVED FOR RECORD AT
SOUTHBURY, CT
9/5/2023 11:53:36 AM
Alice A. Prasaro Town Clerk



Green COURT586\00000 General Representation\I-1 Transfer Fee Amendment\Notice of Amendment.wpd