



## **GREAT OAK FARM**

# **A PLANNED COMMON INTEREST COMMUNITY**

**This is the amended declaration and bylaws certified on August 13, 2008 by the Great Oak Farm Homeowners Association and recorded in the town clerks office, Town of Monroe Connecticut on August 21, 2008 in volume 1560, page 107 instrument number 2860.**

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**Amended Bylaws of Great Oak Farm Homeowners Association, Inc.**

# **DECLARATION OF GREAT OAK FARM**

A Planned Common Interest Community Declared by Summit Residential, L.L.C. and amended and restated by the Great Oak Farm Homeowners Association, Inc.

These documents are the Declaration and the Bylaws of the Great Oak Farm Homeowners Association, Inc.

This Declaration replaces or supersedes any and all previous Declarations, Bylaws or Public Offering Statements regarding this Planned Common Interest Community.

Prepared by the Great Oak Farm Homeowners Association, Inc., dated \_\_\_\_\_, 2008.

**DECLARATION OF GREAT OAK FARM HOMEOWNERS  
ASSOCIATION**

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# AMENDED AND RESTATED DECLARATION OF GREAT OAK FARM

## ARTICLE 1 SUBMISSION OF PROPERTY

The members of Great Oak Farm Homeowners Association do amend and restate the Declaration of Great Oak Farm dated May 25, 1995 and recorded in Volume 662 at Page 185 of the Monroe Land Records, as amended and confirm the submission of the real property in the Town of Monroe, Connecticut described herein to the provisions of the Common Interest Ownership Act, Section 47-200 through 47-293 inclusive of the Connecticut General Statutes, for the purpose of creating Great Oak Farms.

### *Description of land and encumbrances:*

All that certain piece, parcel, or tract of land together with the improvements thereon, located in the Town of Monroe, County of Fairfield, and State of Connecticut, containing a total of 115.33 acres, more or less, which includes 150 individual homes. This is shown and designated as Phase One through Phase Eight in Monroe, Connecticut on that certain map entitled "Planned Community Declaration Map," sheets one and two. This map, prepared October 6, 1999, serve 1" = 200' made by Spath Bjorklund Associates, Inc. and recorded on the Monroe land records.

Said premises are subject to the following:

- (a) Any and all provisions of any federal, state, or municipal ordinances, regulations, or rules, or public or private law, inclusive of zoning, inland wetlands, building and planning laws, rules, and regulations, Planning and Zoning Commission conditions of approval and variances from said regulations and other limitations of use imposed by governmental authority.
- (b) Taxes of the Town of Monroe.
- (c) Public improvement assessments, and/or any unpaid installments thereof, due the Town of Monroe.
- (d) Such facts as an accurate survey and/or inspection of the premises might reveal.
- (e) Easements, restrictions, covenants, and encroachments as of record may appear, or as disclosed by an inspection of the subject premises, including, without limitation, the following:
  - 1. Easement from Great Oak Farm Homeowners Association Inc. to The Connecticut Light and Power Company recorded

on December 29, 1988 in Volume 432 at Page 63 on the Monroe Land Records.

2. Easement from Great Oak Farm Homeowners Association Inc. To The Connecticut Light and Power Company recorded on December 29, 1988 in Volume 432 at Page 67 of the Monroe Land Records.
3. Easement from Great Oak Farm Homeowners Association Inc. to The Connecticut Light and Power Company recorded on December 29, 1988 in Volume 432 at Page 71 of the Monroe Land Records.
4. Easement from Great Oak Farm Homeowners Association Inc. to The Connecticut Light and Power Company recorded on December 29, 1988 in Volume 432 at Page 75 of the Monroe Land Records.
5. Electric Distribution Easement from the original developer, Summit Residential, L.L.C., to The Connecticut Light and Power Company dated April 12, 1996 and recorded on the Monroe Land Records on April 16, 1996 at 10:17 a.m. in Volume 697 at Page 213.
6. Electric Distribution Easement from the original developer, Summit Residential, L.L.C., to The Connecticut Light and Power Company dated January 8, 1997 and recorded on the Monroe Land Records on January 27, 1997 at 9:51 a.m. in Volume 730 at Page 310 in Volume 697 at Page 213.
7. Gas Distribution Easement from the original developer, Summit Residential, L.L.C., to Yankee Gas Services dated January 8, 1997 and recorded on the Monroe Land Records on January 27, 1997 at 9:55 a.m. in Volume 730 at Page 312 in Volume 697 at Page 312.
8. Electric Distribution Easement from the original developer, Summit Residential, L.L.C., to The Connecticut Light and Power Company dated October 22, 1997 and recorded on the Monroe Land Records on January 23, 1998 at 10:29 a.m. in Volume 774 at Page 344.
9. Electric Distribution Easement from the original developer, Summit Residential, L.L.C., to The Connecticut Light and Power Company dated June 10, 1998 and recorded on the



Monroe Land Records on June 25, 1998 at 10:08 a.m. in Volume 798 at Page 295.

10. Declaration of Restrictions (Open Space) by the original developer, Summit Residential, L.L.C., dated July 29, 1998 and recorded on the Monroe Land Records on July 29, 1998 at 5:02 p.m. in Volume 804 at Page 235.
  11. Electric Distribution Easement from the original developer, Summit Residential, L.L.C., to The Connecticut Light and Power Company dated August 9, 1999 and recorded on the Monroe Land Records on August 18, 1999 in Volume 867 at Page 312;
- (f) Conditions imposed by the Planning and Zoning Commission of the Town of Monroe pursuant to its approval of the site plan for the Property.
  - (g) Maintenance Agreement between the Town of Monroe and Great Oak Farm Associates dated December 14, 1988, on file in the Office of the Selectman of the Town of Monroe.
  - (h) The right to grant easements over the Common Elements, Limited Common Elements, and Homesite Lots, and to construct and convey Improvements within those easements, for utilities and for purposes of vehicular or pedestrian access for the benefit of the Community, including Homesite Lots, and for the benefit of any area in which a Development Right is reserved, regardless of whether such right is exercised or such real property made a part of the Community.
  - (i) The right to grant conservation easements to the Town of Monroe, the Association or other entities over the Common Elements, Limited Common Elements and Homesite Lots, and to convey Improvements within those easements.
  - (j) The right to enter into and/or modify agreements with the Town of Monroe regarding the maintenance of drainage structures such as storm water detention basins or ditches, conservation areas, and the community sewage system.
  - (k) The right to change the boundaries of Homesite Lots upon obtaining subdivision approval from the Planning and Zoning Commission of the Town of Monroe.
  - (l) Conservation easements shown on surveys recorded, or to be recorded, on the Monroe Land Records including, without limitation, the Survey. With respect to any portion of any Homesite Lots, or limited common elements

assigned thereto, which are shown on said surveys as being subject to a conservation easement (sometimes, a “Conservation Area”), except as hereinafter set forth, neither Great Oak Farm Homeowners Association, Inc. nor any Homesite Lot Owners shall cut down, prune, or otherwise remove any trees, shrubs, or other vegetation located within, or otherwise disturb the natural terrain of, the Conservation Areas. Said restrictions shall not apply to the granting of utility easements or to matters of public safety.

## **ARTICLE II**

### **Definitions**

In the Common Interest Community Instruments, the following words and phrases shall have the following meanings:

*Section 2.1 – Act.* The Common Interest Ownership Act, Sections 47-200 through 47-293, inclusive, of the Connecticut General Statutes, as it may be amended from time to time.

*Section 2.2 – Allocated Interests.* The Common Expense liability and Votes in the Association, allocated to the Homesite Lots in the Community. The Allocated Interest is shown on Schedule “A-1.”

*Section 2.3 – Architectural Review Board.* A body which the Association may create and to which they may delegate certain powers and responsibilities described in Article XXIV.

*Section 2.4 – Association.* Great Oak Farm Homeowners Association, Inc., a non-stock corporation organized under the laws of the State of Connecticut. It is the association of Homesite Lot Owners pursuant to Section 47-243 of the Connecticut General Statutes.

*Section 2.5 – Bylaws.* The Bylaws of the Association, as they may be amended from time to time.

*Section 2.6 – Common Elements.* All portions of the Common Interest Community other than the Homesite Lots. Each Homesite Lot Owner has a right and non-exclusive easement in and to the Common Elements (excluding Limited Common Elements allocated exclusively to and located below other Homesite Lots) and all real property that must become Common Elements (excluding Limited Common Elements allocated exclusively to and located below other Homesite Lots) for access to his Homesite Lot and for all other purposes.

*Section 2.7 – Common Expenses.* Common Expenses include:

- (i) Expenses of administration, maintenance, repair, or replacement of the Common Elements;

- (ii) Expenses declared to be Common Expenses by the Instruments or by the Act;
- (iii) Expenses agreed upon as Common Expenses by the Association; and
- (iv) Reserves, if any, whether held in trust or by the Association, for repair, replacement, or addition to the Common Elements or any other real or personal property acquired or held by the Association.

*Section 2.8 – Common Interest Community.* The real property described in Article I subject to this Declaration of Great Oak Farm. The Common Interest Community is sometimes referred to as the “Planned Community,” “Common Interest Community,” or “Community.”

*Section 2.9 – Declaration.* This document, including any amendments.

*Section 2.10 – Director.* A member of the Executive Board.

*Section 2.11 – Eligible Mortgagee.* A mortgagee given certain rights as provided in Article XIII of this Declaration.

*Section 2.12 – Executive Board.* The board of directors of the Association pursuant to Chapter 600 of the Connecticut General Statutes.

*Section 2.13 – Ground Surface Boundary.* The existing ground surface of those areas of a Homesite Lot where the ground surface is not covered with Improvements.

*Section 2.14 – Homesite Lot.* A physical portion of the Community designated for separate ownership or occupancy, the boundaries of which are described in Article V, Section 5-2.

*Section 2.15 – Homesite Lot Owner.* Any person who owns a Homesite Lot, but does not include a person having an interest in a Homesite Lot solely as security for an obligation.

*Section 2.16 – Improvements.* Any construction or facilities existing or to be constructed on the land in the Community, including, but not limited to, buildings, trails, paving, utility wires, pipes, light poles, trees, shrubbery, ponds, drainage basins, and the Community septic system.

*Section 2.17 – Instruments.* This Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, and the Bylaws. Any exhibit, schedule, or certification accompanying an Instrument is a part of that Instrument.

*Section 2.18 – Limited Common Elements.* A portion of the Common Elements allocated by this Declaration for the exclusive use of one or more but fewer than all the Homesite Lots. The Limited Common Elements in this Community are described in Article V of this Declaration.

*Section 2.19 – Lower Boundaries.* One or more surfaces, depending on whether or not that part of the ground surface within a Homesite Lot is covered with pavement, buildings, or other Improvements, excluding landscaping. Where that part of the ground surface is so covered, the Lower Boundary is a Subsurface Boundary; where that part of the ground surface is not so covered, the Lower Boundary is a Ground Surface Boundary.

*Section 2.20 – Majority or Majority of Homesite Lot Owners.* The owners of more than fifty (50%) percent of the Votes in the Association. Any specified percentage, portion, or fraction of Homesite Lot Owners, unless otherwise stated in the Instruments, means such percentage, portion, or fraction in the aggregate of such portion of Votes.

*Section 2.21 – Manager.* A person, firm, or corporation employed or engaged to perform management services for the community and the Association.

*Section 2.22 – Notice and Comment.* The right of a Homesite Lot Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. These provisions are set forth in Article XIX, Section 19-1 of this Declaration.

*Section 2.23 – Notice and Hearing.* The right of a Homesite Lot Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. These provisions are set forth in Article XIX, Section 19-2 of this Declaration.

*Section 2.24 – Person.* An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision, or agency, or other legal or commercial entity.

*Section 2.25 – Perimeter Boundaries.* Boundaries of a Homesite Lot which extend upward from the Ground Surface Boundary and are shown on the Survey.

*Section 2.26 – Property.* The land, all Improvements, easements, rights, and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

*Section 2.27 – Rules.* Rules for the use of Homesite Lots and Common Elements and for the conduct of persons within the Community, adopted by the Executive Board pursuant to the Bylaws.

*Section 2.28 – Security Interest.* An interest in real property or personal property, created by contract or conveyance, 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 lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.

*Section 2.29 – Subsurface Boundary.* The surface of the soil lying immediately below the undersurface of an Improvement which covers the ground surface of a Homesite Lot. Subsurface Boundaries extend below the ground surface of a Homesite Lot.

*Section 2.30 – Subsurface Vertical Boundaries.* Those parts of the exterior surfaces of each Improvement which run between and intersect (A) the Subsurface Boundary lying below that Improvement, and (B) either a Ground Surface Boundary or another intervening Subsurface Boundary at a higher elevation.

*Section 2.31 – Survey.* The surveys filed with this Declaration as it may be amended from time to time as recorded on the Monroe Land Records.

*Section 2.32 – Upper Boundary.* A horizontal plane located one hundred (100) feet above the Ground Surface Boundary of a Homesite Lot, extended to an intersection with the Perimeter Boundaries of the Homesite Lot.

*Section 2.33 – Vertical Boundaries.* Perimeter Boundaries and Subsurface Vertical Boundaries. No vertical boundary subdivides any land.

*Section 2.34 – Votes.* The votes allocated to each Homesite Lot as shown on Schedule “A-1.”

All other terms set forth in the Instruments, unless the context requires otherwise, shall have the meanings ascribed to them in the Act.

### **ARTICLE III**

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

*Section 3.1 – Common Interest Community.* The name of the Common Interest Community is Great Oak Farm. The Common Interest Community is a Planned Community.

*Section 3.2 – Association.* The name of the Association is Great Oak Farm Homeowners Association, Inc. It is a non-stock corporation organized under the laws of the State of Connecticut.

### **ARTICLE IV**

#### **Maximum Number of Homesite Lots; Boundaries**

*Section 4.1 – Number of Homesite Lots.* The community contains one hundred fifty (150) Homesite Lots on which a residence and other Improvements are constructed.

*Section 4.2 – Boundaries.* As of the date of recording of this Declaration, each Homesite Lot comprises a volume of air space which contains a residence and other Improvements.

Each Homesite Lot is bounded by its Upper Boundary, Lower Boundaries, and Vertical Boundaries.

*Section 4.3 – Inclusions.* Except as set forth in Section 4.4, each Homesite Lot shall include the spaces and Improvements lying within the boundaries described above.

*Section 4.4 – Exclusions.* All parts of the community septic system, or any detention or drainage basins or structures, or any chutes, pipes, wires, conduits, or other improvements running through any part of a Homesite Lot or the Limited Common Element located beneath the Homesite Lot, for the purpose of furnishing utility, access, and similar services to the Homesite Lot, other Homesite Lots, or the Common Elements are, where located outside of the residence (including garage) located within the Homesite Lot, Common Elements, and not part of that Homesite Lot or the Limited Common Elements assigned to that Homesite Lot. Said improvements, where located within the residence (including garage) located within the Homesite Lot, are part of the Homesite Lot.

*Section 4.5 – Inconsistency with Survey.* If this definition is inconsistent with the Survey then this definition shall control.

## **ARTICLE V**

### **Limited Common Elements**

*Section 5.1 – Limited Common Elements.* The ground elevation surface area and all lower soil below any Homesite Lot are Limited Common Elements allocated exclusively to the Homesite Lot located above. As set forth in Section 4.4, certain improvements located outside of the residence (including garage) located within a Homesite Lot are Common Elements, and not part of that Homesite Lot or the Limited Common Elements assigned to that Homesite Lot.

*Section 5.2 – Subsequently Allocated Limited Common Elements.* Portions of the Common Elements may be subsequently allocated as Limited Common Elements only in accordance with Article VIII of this Declaration.

If any Limited Common Element is assigned to a single Homesite Lot, the owners of such Homesite Lot shall have a right and exclusive easement in and to the Limited Common Element. If any Limited Common Element is assigned to more than one Homesite Lot, the owners of the Homesite Lots to which it is assigned shall have a right and non-exclusive easement in and to the Limited Common Element.

*Section 5.3 – Expenses Allocated to Limited Common Elements.* If any Limited Common Element is assigned to more than one Homesite Lot, the Common Expenses allocated to such Limited Common Elements shall be assessed equally among the Homesite Lots to which it is assigned.

## ARTICLE VI

### Allocated Interests

*Section 6.1 – Allocation of Interests.* The table showing Homesite Lot numbers and their allocated interests is attached as Schedule “A-1”. These interests have been allocated in accordance with the formulas set out in this Article VI. These formulas are to be used in reallocating interests if Homesite Lots are added to or withdrawn from the Community.

*Section 6.2 – Formulas for the Allocation of Interests.* The Interests allocated to each Homesite Lot have been calculated on the following formulas:

- (a) *Liability for Common Expenses.* Each Homesite Lot shall bear an equal percentage of liability for Common Expenses. Nothing contained in this subsection shall prohibit certain Common Expenses from being apportioned to particular Homesite Lots, under Article V of this Declaration.
- (b) *Votes.* Each Homesite Lot in the community shall have one (1) equal Vote. This also applies to the Executive Board. Only one (1) member of a Homesite Lot shall serve on said board at one time, thereby ensuring one (1) equal vote per Homesite Lot in voting and management of and in the Association.

## ARTICLE VII

### Restrictions on Use, Alienation, or Occupancy

*Section 7.1 – Use and Occupancy Restrictions.* The following use restrictions apply to all Homesite Lots and to the Common Elements:

- (a) Each Homesite Lot, including the Improvements to be constructed thereon, is restricted to residential use, including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash, or storage. No sign indicating commercial use may be displayed. A single-family residence is defined as a single housekeeping unit operating on a non-profit, non-commercial basis. Home occupations are not permitted in Great Oak Farm.
- (b) Garages are restricted to use by the Homesite Lot Owners as storage, utility areas, and/or parking spaces for vehicles. Any trailer, recreational vehicle, or commercial light truck shall not be parked outside of such garage overnight. No vehicles may be parked on a Homesite Lot except on driveways or in garages. No work may be conducted on any vehicles except when garaged.
- (c) There shall be no obstructions of the Common Elements, nor shall anything be stored in the Common Elements, without the prior consent of the Executive Board, except as herein expressly provided. Each Homesite Lot Owner shall

be obligated to maintain his own Homesite Lot and keep the Homesite Lot and the Improvements thereon in good order and repair.

- (d) No waste shall be committed in the Common Elements.
- (e) No noxious or offensive activities shall be conducted on any Homesite Lot, or any Improvement constructed thereon, or in the Common Elements.
- (f) No use or practice shall be permitted on the Property which is a source of annoyance to Homesite Lot Owners or which interferes with the peaceful possession and proper use of the Property by its users. All valid laws, zoning ordinances, and regulation of all governmental bodies having jurisdiction hereof shall be observed. For purposes of this paragraph, all motor vehicle laws of the State of Connecticut will apply to the private drives of the Property.
- (g) The Executive Board shall have the power to make such Rules and regulations as may be necessary to carry out the intent of these restrictions. The Executive Board shall further have the right to levy fines for violations of these regulations. For each day that a violation continues after notice, it shall be considered a separate violation. Any fine so levied is to be considered as a Common Expense to be levied against the particular Homesite Lot Owner involved, and collection may be enforced by the Executive Board in the same manner as it is entitled to enforce collection of Common Expenses.
- (h) "For sale" and "for lease" signs shall not be displayed to the public view in or on any Homesite Lot or the Common Elements. Each owner of a Homesite Lot, or any lessee thereof, shall be permitted to display a sign in or on the Homesite Lot identifying the name of the occupant, said sign to be in accordance with rules and regulations of the Executive Board regarding the size and style of the sign, and in accordance with the zoning rules and regulations of the Town of Monroe.
- (i) For any period during which any Assessment remains unpaid or, after Notice and Hearing, for any period not to exceed thirty (30) days, for any infraction of its published Rules, the Executive Board may suspend the right to use Common Elements (excluding Limited Common Elements) not necessary to give access to a public street.
- (j) No animals, rabbits, livestock, fowl, or poultry of any kind shall 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 after notice and hearing. No unleashed pet shall be permitted outside of its Homesite Lot. No pet shall be allowed to roam on its Homesite Lot outside of its residence unless it is either leashed or remains in



fenced-in areas of the Homesite Lot. Electronic fences for this purpose are acceptable.

- (k) Owners of pets will immediately remove, and properly dispose of, their pet's waste from any of the Common Elements, including community roads, trails, and septic fields.
- (l) Owners of pets will not willfully permit their pets to defecate on any Homesite Lot other than their own. Each Homesite Lot is a "Limited Common Element" restricted to the exclusive use of the Homesite Lot owner and should not be treated as a Common Element.
- (m) The use of the Common Elements (other than the Limited Common Elements assigned for the exclusive use of Homesite Lots) is further subject to the Bylaws and Rules of the Association.

*Section 7.2 – Restrictions on Alienation.* A Homesite Lot may not be conveyed pursuant to a time-sharing plan as defined under Chapter 734b of the Connecticut General Statutes. A Homesite Lot may not be leased or rented for a term of less than six (6) months. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association.

## **ARTICLE VIII**

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

*Section 8.1 – Reallocation of Depicted Limited Common Elements.* Limited Common Elements depicted on the Survey may be reallocated by an amendment to this Declaration executed by the Homesite Lot Owners between or among those Homesite Lots the reallocation is made. Such amendment shall require the approval of all holders of Security Interests in the affected Homesite Lots, which approval shall be endorsed thereon. The persons executing the amendment shall provide a copy thereof to the Association, which shall record it. The amendment shall be recorded in the names of the parties and the Community.

*Section 8.2 – Allocation of Limited Common Elements Not Previously Allocated.* A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to provisions of this Declaration. The allocations shall be made by amendment to this Declaration.

## **ARTICLE IX**

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

*Section 9.1 – Additions, Alterations, and Improvements by Homesite Lot Owners.* Subject to Articles XXI and XXIV, for all purposes, a Homesite Lot Owner may treat all

Limited Common Elements which are allocated exclusively to his or her Homesite Lot as if they were a part of such Homesite Lot, without further authorization by the Association or ARB; provided, however, the appearance, including the color, of the front, sides, and rear facades (including the roof) of the residence (including the garage) constructed on or within a Homesite Lot shall not be altered without the prior written consent of the ARB as set forth in Subsection 7.1 and Article XXIV.

## **ARTICLE X**

### **Amendments to Declaration**

*Section 10.1 – General.* Except as prohibited below, this Declaration, including the Survey, may be amended only by vote or agreement of Owners of Homesite Lots to which at least sixty-seven percent (67%) of the Votes in the Association are allocated. Notwithstanding anything to the contrary set forth in this Declaration, any provision of this Declaration which substantially incorporates language from the Act shall be automatically amended to the extent the language of the Act is amended.

*Section 10.2 – Limitation of Challenges.* No action to challenge the validity of an amendment adopted by the Association pursuant to this section may be brought more than one (1) year after the amendment is recorded.

*Section 10.3 – Recordation of Amendments.* Every amendment to this Declaration shall be recorded in the Land Records of the Town of Monroe and is effective only on recordation. An amendment shall be indexed in the grantee's index in the name of the Community and the Association, and in the grantor's index in the name of the parties executing the amendment.

*Section 10.4 – Execution of Amendments.* Amendments to this Declaration required by this Act to be recorded by the Association shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

*Section 10.5 – Consent of Holders of Security Rights.* Amendments are subject to the consent requirements of Article XIII.

## **ARTICLE XI**

### **Amendments to Bylaws**

The Bylaws may be amended only by Vote of two-thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Homesite Lot Owners, at any meeting duly called for such purpose.

## ARTICLE XII

### Termination

Termination of the Community may be accomplished only in accordance with Section 47-237 of the Connecticut General Statutes.

## ARTICLE XIII

### Mortgagee Protection

*Section 13.1 – Introduction.* This Article establishes certain standards and covenants which are for the benefit of the holders of certain Security Interests and others, as identified in Section 13.2. This Article is supplemental to, and not in substitution for, any other provisions of the Instruments, but in the case of conflict, this Article shall control.

*Section 13.2 – Definitions.* As used in this Article, the following terms shall have the following meanings:

- (a) *Eligible Mortgagee:* The holder of a first Security Interest on a Homesite Lot who has notified the Association, in writing, of its name and address, and that it holds a mortgage on a Homesite Lot. Such notice shall be deemed to include a request that the Eligible Mortgagee be given notices and other rights described in this Article.
- (b) *Eligible Insurer:* An insurer or guarantor of a first mortgage who has notified the Association in writing of its name and address and that it has insured or guaranteed a first mortgage on a Homesite Lot. Such notice shall be deemed to include a request that the eligible insurer be given the notices and other rights described in this Article.
- (c) *Percentage of Eligible Mortgagees:* Wherever in this Article the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent by Eligible Mortgagees holding mortgages on Homesite Lots which in the aggregate have allocated to them such specified percentage when compared to the total allocated to all Homesite Lots then subject to mortgages held by Eligible Mortgagees.

*Section 13.3 – Notice of Actions.* The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- (a) Any condemnation loss or any casualty which affects a material portion of the Homesite Lot on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable.

- (b) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Homesite Lot is subject to a first (1<sup>st</sup>) mortgage held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of ninety (90) days.
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 13.4.
- (e) Any judgment rendered against the Association in an amount equal or greater than ten (10%) percent of the then current annual budget of the Association.
- (f) Any proposed action under Section 24.8 as to any Homesite Lot Owner.

*Section 13.4 – Prior Consent Required*

- (a) *Document Changes.* Notwithstanding any other requirement permitted by this Declaration or the Act, and subject to the express limitation of the requirement of such consent as set forth in Subsection (b) hereof, no amendment of any material provision of the Instruments by the Association or Homesite Lot Owners described in this Subsection 13.4(a) may be adopted without the vote of at least sixty-seven (67%) percent of the Homesite Lot Owners (or any greater Homesite Lot Owner vote required in this Declaration or the Act) and until approved in writing by at least fifty-one (51%) percent of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). “Material” includes, but is not limited to, any provision affecting:
  - (i) Assessments, assessment liens, or subordination of assessment liens;
  - (ii) Voting rights;
  - (iii) Reserves for maintenance, repair, and replacement of Common Elements;
  - (iv) Responsibility for maintenance and repairs;
  - (v) Reallocation of interest in the Common Elements or Limited Common Elements (except that when Limited Common Elements are reallocated by agreement between Homesite Lot Owners, only those Homesite Lot Owners and only the Eligible Mortgagees with a Security Interest on such Homesite Lots must approve such action);
  - (vi) Rights to use Common Elements and Limited Common Elements;
  - (vii) Boundaries of Homesite Lots (except that when boundaries of only adjoining Homesite Lots are involved, or a Homesite Lot is being subdivided, then only those Homesite Lot Owners and the Eligible

- Mortgagees with Security Interest on such Homesite Lot or Homesite Lots must approve such action);
- (viii) Convertibility of Homesite Lots into Common Elements or Common Elements into Homesite Lots;
  - (ix) Expansion or contraction of the Common Interest Community, or the addition, annexation, or withdrawal of property to or from the Common Interest Community;
  - (x) Leasing of Homesite Lots;
  - (xi) Restrictions on Alienation;
  - (xii) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Instruments;
  - (xiii) Termination of the Community after occurrence of substantial destruction or condemnation;
  - (xiv) Any provision that expressly benefits mortgage holders, insurers, or guarantors; and
  - (xv) Insurance or fidelity bonds.
- (b) *Actions.* Notwithstanding any lower requirement permitted by this Declaration or the Act, the Association may not take any of the following actions without the approval of at least fifty-one (51%) percent of the Eligible Mortgagees:
- (i) Convey or encumber the Common Elements or any portion thereof. The granting of easements for public utilities or for any other public purposes consistent with the intended use of the Common Elements for the benefit of the Community shall not be deemed a transfer within the meaning of this clause;
  - (ii) The restoration or repair of the Property (after hazard damage or a partial condemnation) in a manner other than that specified in the Instruments;
  - (iii) Termination of the Community (as to which a 67% Eligible Mortgagee approval is required);
  - (iv) The alteration of any partition or creation of any aperture between adjoining Homesite Lots (when Homesite Lot boundaries are not otherwise being affected), in which case only the owners of Homesite Lots affected and the Eligible Mortgagees of those Homesite Lots need approve the action;
  - (v) The merger of this Community with any other common interest community;

- (vi) The granting of any easements, leases, licenses, and concessions through or over the Common Elements (excluding, however, any utility easements serving or to serve the Community and excluding any leases, licenses, or concessions for no more than one (1) year);
- (vii) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and
- (viii) Any action taken not to repair or replace the Property.

*Section 13.5 – Inspection of Books.* The Association shall permit any Eligible Mortgagee and Eligible Insurer to inspect the books and records of the Association during normal business hours.

*Section 13.6 – Financial Statements.* The Association shall provide each Eligible Mortgagee and each Eligible Insurer which provides a written request with a copy of an annual financial statement within (120) days following the end of each fiscal year of the Association.

*Section 13.7 – Enforcement.* The provisions of this Article 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, in law, or in equity.

*Section 13.8 – Attendance at Meetings.* Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Homesite Lot Owner may attend.

## **ARTICLE XIV**

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

*Section 14.1 – Apportionment of Common Expenses.* Except as provided in Section 14.2, all Common Expenses shall be assessed against all Homesite Lots in accordance with their percentage interest in the Common Expenses as shown on Schedule “A-1.”

*Section 14.2 – Common Expenses Attributable to Fewer than all Homesite Lots.*

- (a) Except as set forth in Article XXI, any Common Expense for services provided by the Association to an individual Homesite Lot at the request of the Homesite Lot Owner shall be assessed against the Homesite Lot which benefits from such services.
- (b) Any insurance premium increase attributable to a particular Homesite Lot by virtue of activities in or construction of Improvements on the Homesite Lot shall be assessed against that Homesite Lot.

- (c) Assessments to pay a judgment against the Association may be made only against the Homesite Lots in the Community at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (d) If any Common Expense is caused by the misconduct or negligence of any Homesite Lot Owner, the Association may assess that expense exclusively against his Homesite Lot.
- (e) Fees, charges, late charges, fines, and interest charged against a Homesite Lot Owner pursuant to the Instruments and the Act are enforceable as Common Expense assessments.
- (f) Except as set forth in Article XXI, any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Homesite Lot or Homesite Lots to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one Homesite Lot, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Homesite Lots to which it is assigned.
- (g) Except as set forth in Article XXI, any Common Expense associated with the maintenance or repair of the exterior of a Homesite Lot shall be assessed against the Homesite Lot.

*Section 14.3 – Lien.*

- (a) The Association has a statutory lien on a Homesite Lot for any assessment levied against that Homesite Lot or fines imposed against its Homesite Lot Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines, and interest charged pursuant to the Instruments and the Act are enforceable as assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A lien under this section is prior to all other liens and encumbrances on a Homesite Lot except (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first or second Security Interest on the Homesite Lot recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real property taxes and other governmental assessments or charges against the Homesite Lot. The lien is also prior to all Security Interest described in subdivision (2) of this subsection to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 14.4 of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce the lien. This subsection does not affect the priority of mechanics' or material

men's liens, or the priority of liens for other assessments made by the Association.

- (c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this section is required.
- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two (2) years after the full amount of the assessments become due; provided, that if an owner of a Homesite Lot subject to a lien under this section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (e) This section does not prohibit actions to recover sums for which subsection (a) of this section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (f) A judgment or decree in any action brought under this section shall include costs and reasonable attorney's fee for the prevailing party.
- (g) The Association on written request shall furnish to a Homesite Owner a statement in recordable form setting forth the amount of unpaid assessment against the Homesite Lot. 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 Homesite Lot Owner.
- (h) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (i) No Homesite Lot Owner may exempt himself from liability for payment of the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Homesite Lot against which the assessment are made.
- (j) If a holder of a first or second Security Interest in a Homesite Lot forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Homesite Lot which became due before the sale, other than the assessments which are prior to the Security Interest under Section 14.3(b). Any unpaid assessment not satisfied from the proceeds of sale become Common Expenses collectible from all the Homesite Lot Owners including the purchaser.
- (k) Any payments received by the Association in the discharge of a Homesite Lot Owner obligation may be applied to the oldest balance due.



- (l) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a Receiver of the Homesite Lot Owner pursuant to Section 52-204 of the Connecticut General Statutes to collect all sums alleged to be due from the Homesite Lot 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 14.4 of this Declaration.

*Section 14.4 – Budget Adoption and Ratification.* Within thirty (30) days after the adoption of any proposed budget for the Community, the Executive Board shall provide a summary of the budget to all the Homesite Lot Owners, and shall set a date for a meeting of the Homesite Lot Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of Homesite Lot Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Homesite Lot Owners shall be continued until such time as the Homesite Lot Owners ratify a subsequent budget proposed by the Executive Board. The Executive Board, absent health and safety issues, can only approve non-budgeted expenditures of under \$5,000.00.

*Section 14.5 – Ratification of Special Assessments.* If the Executive Board votes to levy a special assessment in an amount greater than fifteen (15%) percent of the current annual operating budget, the Executive Board shall submit the special assessment to the Homesite Lot Owners for ratification in the same manner as a budget under Section 14.4.

*Section 14.6 – Certificate of Payment of Assessments.* The Association on written request shall furnish to a Homesite Lot Owner a statement in recordable form setting forth the amount of unpaid assessments against the Homesite Lot. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board, and every Homesite Lot Owner.

*Section 14.7 – Monthly Payment of Common Expenses.* All Common Expenses assessed under Sections 14.1 and 14.2 shall be due and payable monthly.

*Section 14.8 – Commencement of Common Expenses.* Common Expense assessments shall begin for each Homesite Owner on the first (1<sup>st</sup>) day of the month in which conveyance of the Homesite Lot to a new Homesite Lot Owner occurs.

*Section 14.9 – Personal Liability of Homesite Lot Owners.* The Owner of a Homesite Lot at the time a Common Expense Assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Homesite Lot unless he or she agrees to assume the obligation.

## ARTICLE XV

### Persons and Homesite Lots Subject to Instruments

*Section 15.1 – Compliance with Instruments.* All Homesite Lot Owners, tenants, mortgagees, and occupants of Homesite Lots shall comply with the Instruments. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Homesite Lot constitutes agreement that the provisions of the Instruments are accepted and ratified by such Homesite Lot Owner, tenant, mortgagee, or occupant, and all such provisions are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Homesite Lot.

*Section 15.2 – Adoption of Rules.* The Executive Board may adopt Rules regarding the use and occupancy of Homesite Lots, Common Elements, and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

## ARTICLE XVI

### Insurance

*Section 16.1 – Maintaining Insurance.* The Association shall obtain and maintain insurance on the Common Elements as required by the Act and this Declaration to the extent reasonably available.

*Section 16.2 – Physical Damage.* The Association shall maintain property insurance on the Common Elements (except as hereinafter set forth in this Section 16.2) insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductible shall not be less than one hundred (100%) percent of the current replacement value, if required by an Eligible Mortgagee, and in any event, not less than the higher of eighty (80%) percent of the actual cash value of the insured property or an amount sufficient to avoid coinsurance under any applicable insurance policy, at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies. **The insurance maintained under this section shall not include the Homesite Lots or the residence and other Improvements constructed therein or thereon, or any Limited Common Elements, except for any portion of the community septic system or any detention or drainage basins and structures located on or within the Limited Common Elements or Homesite Lots.** The Association shall maintain insurance in an amount equal to the actual cash value of personal property owned by the Association. Prior to obtaining any insurance on Common Elements under this Section, and at least annually thereafter, the Executive Board shall take reasonable steps satisfactory to the insurance company to determine the replacement cost of the Common Elements or obtain an agreed amount endorsement.

*Section 16.3 – Liability Insurance.* The Association shall maintain liability insurance, including medical payments insurance, in an amount determined by the Executive Board, but not 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 (excluding the Limited Common Elements, provided, however, such coverage shall extend to and cover any Improvements located with Limited Common Elements for which the Association is responsible for maintaining, repairing, or replacing, as set forth in Articles XVI and XXI of this Declaration).

*Section 16.4 – Other Provisions.* Insurance policies carried pursuant to Sections 16.2 and 16.3 shall provide that each Homesite Lot Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association, that the insurer waives its right to subrogation under the policy against any Homesite Lot Owner or employee of Homesite Lot Owner, that no act or omission by any Homesite Lot Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy, and that if, at the time of a loss under the policy, there is other insurance in the name of a Homesite Lot Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

*Section 16.5 – Insurance Not Reasonably Available.* If the insurance described in Section 16.2 and 16.3 is not reasonably available, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Homesite Lot Owners.

*Section 16.6 – Payment of Insurance Proceeds.* Any loss covered by the property policy under Section 16.2 shall be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Security Interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Homesite Lot Owners, and lien holders as their interests may appear. Subject to the provisions of Article XVII, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association, Homesite Lot Owners, and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Community is terminated.

*Section 16.7 – Homesite Lot Owner Policies.* Each Homesite Lot Owner shall insure the residence and other Improvements on the Homesite Lot against "All Risks," with full replacement coverage, and shall maintain liability coverage 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 Homesite Lot. The Homesite Lot Owner shall name the Association as an Interested Third Party on all policies. A copy of the Homesite Lot Owner's coverage shall be provided to the

Association simultaneously with the conveyance of a Homesite Lot and upon each Renewal thereof.

*Section 16.8 – Workers’ Compensation Insurance.* If direct employees are hired by Great Oak Farm Homeowners Association, the Executive Board shall obtain workers’ compensation insurance to meet the requirements of the laws of the State of Connecticut.

*Section 16.9 – Directors’ and Officers’ Liability Insurance.* The Executive Board shall obtain and maintain directors’ and officers’ liability insurance, if available, covering all of the Directors and Officers of the Association in such limits as the Executive Board may, from time to time, determine.

*Section 16.10 – Other Insurance.* The Executive Board is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate.

*Section 16.11 – Insurance Certificates.* An insurer that has issued an insurance policy shall issue certificates or memoranda of insurance to the Association and, on written request, to any Homesite Lot Owner or holder of a Security Interest. The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Homesite Lot 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 16.12 – Premiums.* Premiums for insurance policies purchased by the Association shall be a Common Expense.

## **ARTICLE XVII**

### **Damage To or Destruction of Property**

*Section 17.1 – Duty to Repair or Restore.* Any portion of the Common Elements and Limited Common Elements for which the Association is required to maintain insurance under Article XVI which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (A) the Community is terminated, in which case C.G.S. §47-237 applies; (B) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (C) eighty (80%) percent of the Homesite Lot Owners, including every owner of a Homesite Lot to which the damaged or destroyed Limited Common Element is assigned, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. The cost of repair and replacement in excess of insurance proceeds for a residence and/or other Improvements constructed upon a Homesite Lot is the sole responsibility of the Homesite Lot Owner.

*Section 17.2 – Plans.* The Common Elements must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of the

Owners, and fifty-one (51%) percent of eligible mortgagees. The Homesite Lots, the Limited Common Elements, and any improvements located therein or thereon must be repaired and restored by the Homesite Lot Owner in accordance with either the original plans and specifications of the affected Homesite Lots, as the same may have been modified as a result of additions or alterations made in accordance with Article XXIV, or, subject to Article XXIV, other plans and specifications which have been approved by the Executive Board and the ARB.

*Section 17.3 – Distribution of Insurance Proceeds.* If the entire Community is not repaired or replaced (a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community; and (b) except to the extent that other persons will be distributees, (i) the insurance proceeds attributable to Limited Common Elements that are not rebuilt shall be distributed to the Owners of the Homesite Lots to which those Limited Common Elements were allocated, or to lien holders, as their interest may appear, and (ii) the remainder of the proceeds shall be distributed to all the Homesite Lot Owners or lien holders, as their interest may appear, in proportion to the Common Expense liabilities of all the Homesite Lots.

*Section 17.4 – Certificates by the Executive Board.* A trustee, if one is appointed under the provisions of Section 16.6, may rely on the following certifications in writing made by the Executive Board:

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

*Section 17.5 – Certificates by Attorneys.* If payments are to be made to Homesite Lot Owners or mortgagees, the Executive Board, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the land records of the Town of Monroe from the date of the recording of the original Declaration stating the names of the Homesite Lot Owners and the mortgagees.

## **ARTICLE XVIII**

### **Rights to Notice and Comment; Notice and Hearing**

*Section 18.1 – Right to Notice and Comment.* Before the Executive Board amends the Bylaws or the Rules, and at any other time the Executive Board determines, the Homesite Lot Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Homesite Lot Owner in writing and shall be delivered personally or by mail to all Homesite Lot Owners at such address as appears in the records of the Association. The notice shall be given not less than five (5) days before the proposed action is to be taken.

The right to Notice and Comment does not entitle a Homesite Lot Owner to be heard at a formally constituted meeting.

*Section 18.2 – Right to Notice and Hearing.* Whenever the Instruments require that an action be taken after “Notice and Hearing,” the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Homesite Lot Owners or occupants of Homesite Lots whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time, and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing, or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

*Section 18.3 – Appeals.* Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

## **ARTICLE XIX**

### **Open Meetings**

*Section 19.1 – Access.* All meetings of the Executive Board, at which action is to be taken by vote at such meeting shall be open to the Homesite Lot Owners, except as hereafter provided.

*Section 19.2 – Notice.* Notice of every such meeting, shall be give not less than twenty-four (24) hours prior to the time set for such meeting, but posting such notice in a conspicuous location, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

*Section 19.3 – Executive Sessions.* Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Homesite Lot Owners, in either of the following situations only:

- (a) No action is taken at the executive session requiring the affirmative vote of Directors; or
- (b) The action taken at the executive session involves personnel, pending litigation, or enforcement of actions.

## ARTICLE XX

### Executive Board

The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws, or the Act. The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Community, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

## ARTICLE XXI

### Maintenance, Repair, and Replacement

*Section 21.1 – Common Elements.* The Association shall maintain, repair, and replace all the Common Elements, other than Limited Common Elements.

*Section 21.2 – Homesite Lots.* Except as hereinafter set forth, each Homesite Lot Owner shall maintain, repair, and replace, at his or her own expense, all portions of his or her Homesite Lot, including any improvements constructed thereon or within. **If the Homesite Lot Owner refuses or fails to do so, the Association may take such action as set forth in Article XXIV, and all costs and expenses associated therewith shall be assessed against the Homesite Lot.**

*Sections 21.3 – Landscaping.* Each Homesite Lot Owner shall be responsible for the landscaping located on the Limited Common Element allocated exclusively to such Homesite Lot, including mowing grass, raking leaves, pruning as necessary all bushes, trees, and shrubs, and maintaining flower beds.

*Section 21.4 – Snow Removal; Driveways.* Each Homesite Lot Owner shall be responsible for removing snow, leaves, sand, and other debris from all walkways, stoops, patios, decks, and driveways which are part of the Homesite Lot or which constitute Limited Common Elements assigned to his or her Homesite Lot.

*Section 21.5 – Utilities.* As set forth in Section 4.4, certain Improvements (such as utility lines) on or within a Homesite Lot or Limited Common Element allocated exclusively to such Homesite Lot, whether or not they serve only that Homesite Lot, are Common Elements when located outside of a residence located on the Homesite Lot, and are part of the Homesite Lot when located within the residence. The responsibility of maintaining, repairing, and replacing such improvements is the responsibility of the Association, if such improvements are Common Elements, or the Homesite Lot Owner, if part of the Homesite Lot.

*Section 21.6 – Limited Common Elements.* Each Homesite Lot Owner shall be responsible for the maintenance, repair, and replacement of all Limited Common Elements allocated exclusively to such Homesite Lot. **If the Homesite Lot Owner refuses or fails to do so, the Association may take such action as set forth in Article XXIV, and all costs and expenses associated therewith shall be assessed against the Homesite Lot.**

*Section 21.7 – Access.* Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Homesite Lot, other Homesite Lots, or the Common Elements, or Improvements located thereon, and for the purpose of performing installations, alterations, or repairs, and for the purpose of reading, repairing, or replacing utility meters and related pipes, valves, wires, and equipment, detention or drainage basins or the community septic system, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Homesite Lot Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Homesite Lot Owner is present at the time.

*Section 21.8 – Repairs Resulting from Negligence.* Each Homesite Lot Owner shall reimburse the Association for any damages to any other Homesite Lot or to the Common Elements caused intentionally, negligently, or by his or her failure to properly maintain, repair, or make replacements to his or her Homesite Lot or Limited Common Elements, as applicable. The Association shall be responsible for damage to Homesite Lots, including Limited Common Elements allocated exclusively to such Homesite Lots, caused intentionally, negligently, or by its failure to maintain, repair, or make replacements to the Common Elements (excluding Limited Common Elements).

## **ARTICLE XXII**

### **Right to Assign Future Income**

The Association may assign its future income, including its right to receive Common Expenses, only by the affirmative vote of Homesite Lot Owners of Homesite Lots to which at least fifty-one (51%) percent of the votes in the Association are allocated at a meeting called for that purpose.

## **ARTICLE XXIII**

### **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 the Act.



## ARTICLE XXIV

### Restrictions and Covenants

*Section 24.1 – Required Approvals. Architectural Review Board.* The Association may delegate certain powers and responsibilities to an Architectural Review Board (“ARB”). The objective of the ARB shall be to ensure that the appearance of Great Oak Farm is maintained. The ARB shall establish certain minimum standards with regard to the appearance of the Homesite Lots and the residences and other Improvements thereon, while providing for maximum flexibility for each Homesite Lot owner to exercise individual creativity and personal taste.

*Section 24.2 – Exterior Appearance.* The appearance, including the color, of the front, sides, and rear facades (including the roof) of the residence (including the garage) constructed on or within a Homesite Lot shall not be altered without the prior written consent of the ARB.

*Section 24.3 – Approval.* The ARB shall consider all federal, state, or municipal ordinances as outlined in Article I of this Declaration. The most important of these restrictions or limitations are:

- (a) No additional bedrooms may be created in any residence beyond that outlined in the original warranty deed on file in the Town Clerk’s office. Our state permit for our septic wastewater disposal is based on a limited number of bedrooms per system and we are not permitted to exceed this number. Also, the state waste water permit does not allow garbage disposals to be installed in homes involved in a community septic system.
- (b) Planning and Zoning Policy of the Town of Monroe as follows:
  - (1) The detached homes were constructed and are operated under a common interest association; therefore, incursion into the common land, regardless of exclusive use privileges, cannot be considered.
  - (2) Sewage systems had been specifically designed and sized based upon a specific number of bedrooms and occupancies and there should be no departure from that which was originally approved.
  - (3) Basements may be finished but additional bedrooms may not be created.

Prior to considering a Homesite Lot Owners’ request for permission to alter any exterior roofline or any exterior façade, or any requests to alter the interiors, i.e., finished basements, powder rooms, etc., the ARB may request such documents as it may reasonably require, and may require, depending on the nature of the request, that no

construction be commenced unless and until a full set of plans and specifications are submitted and approved in writing by the ARB. In the event the ARB has not acted within sixty (60) days from the actual submission of all the required documents, plans, and specifications, the request shall be deemed to have been approved and the Homesite Lot Owner submitting the plans may proceed accordingly. The Owner of the Homesite Lot shall be responsible for obtaining any governmental permits necessary for the approved alteration, including zoning approval, inland wetlands, and building permits, including a revised certificate of occupancy, a copy of which is to be given to the ARB.

*Section 24.4 – Construction.* Any such approved construction once commenced shall be prosecuted with reasonable diligence and as expeditiously as possible until completed. During the construction period, the exterior of the Homesite Lot shall be kept as clean and clear of debris as is reasonably possible. Any such addition or exterior alteration shall be completed not later than twelve (12) months after ground is broken for same or work is commenced with respect thereto, delays due to forces outside the control of the Homesite Lot Owner and/or his general contractor or sub-contractors excepted. Each Homesite Lot Owner shall be responsible for the immediate repair and cleaning of any damage or evidence of construction to the road or any other Common Element caused by such Homesite Lot Owner or by such Homesite Lot Owner’s contractor, sub-contractors, agents, or employees.

The Great Oak Farm Homeowner’s Association cannot be held liable for any losses resulting from the failure of a Homeowner to obtain a valid “Current Certificate of Occupancy” and compliance with all related laws and regulations. It is the responsibility of the Homeowner to comply with the requirements of all local, state, and federal laws and regulations.

*Section 24.5 – Fences.* No fencing with a height in excess of four (4’) feet shall be constructed on or maintained upon a Homesite Lot nor shall such fencing extend beyond the front façade of the residence constructed on the Homesite Lot. All fences shall be “see-through”, i.e., picket, lattice, etc., fences, unless another style is approved by the ARB.

*Section 24.6 – Trees.* No trees may be removed from the common or conservation areas without prior written approval of the ARB and the Landscaping Committee. No tree four (4”) inches in diameter or greater may be removed from a Homesite Lot without prior written approval of the ARB and the Landscaping Committee. Any Homesite Lot Owner who removes a tree(s) without such prior written approval shall be subject to a fine and may, at the discretion of the Great Oak Farm Executive Board, be required to replace all removed nursery stock.

*Section 24.7 – Refuse.* Each Homesite Lot Owner shall make private arrangements for the removal of refuse and recyclables from his Homesite Lot. Notwithstanding the foregoing, the Association may adopt Rules regarding said arrangements including limiting the identity of companies with which Homesite Lot Owners may contract for the removal of such items. Trash cans and recycling bins shall be kept in garages. All trash

cans and recyclables put out for collection shall be returned to proper storage by the end of the designated collection day. This will eliminate trash cans blowing over and littering Common and Limited Elements.

*Section 24.8 – Miscellaneous.* No structures or other improvements (other than landscaping and fences, the latter of which is governed by Section 24.5) with a height in excess of four (4') feet shall be constructed or maintained on a Homesite Lot within ten (10') feet of any Perimeter Boundary thereof. Clotheslines are not permitted on a Homesite Lot.

- a) Swings, gym sets, and “like equipment” are permitted only in the rear of a Homesite Lot. This will ensure safety as well as an esthetically appealing community. Homesite Lots that have logistically challenging rear lots will be able to locate the swing sets on side yards with ARB approval. Landscape screening may have to be installed at the discretion of the ARB and all costs will be paid for by the Homesite Lot Owner.
- b) Swimming pools, above or in-ground, and trampolines are not permitted on a Homesite Lot.

*Section 24.9 – Violations.*

- (a) *Penalties.* In the event of a violation of any of the restrictions and covenants set forth in this Article XXIV (the “Restrictions and Covenants”), the ARB or any Homesite Lot Owner may enforce any of them by appropriate court action, at law or in equity, and the owner of the Homesite Lot shall be responsible for, in addition to all fines the ARB may impose, all costs and reasonable attorney’s fees incurred by the party bringing such action in the event that same has been so violated.
- (b) *Necessary Exterior Repairs by Association Occasioned by Homesite Lot Owner’s Neglect.* Every owner of a Homesite Lot by the acceptance of a deed for the same, or by acceptance of title as devisee or heir, covenants that he, she, or it will not permit the Homesite Lot or any improvements (including, but not limited to the grass, shrubs, trees, driveways, walks, and fences) thereon to be otherwise maintained than in good repair and in a safe, neat, and attractive condition. In the event any owner shall fail to so maintain his Homesite Lot and such neglect, in the judgment of the ARB and the Board of Directors of the Association, should result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring Homesite Lots, or should constitute a hazard to persons or such property, the Board of Directors of the Association may give notice of such conditions to the owner of the Homesite Lot, demanding that such condition be abated within ninety (90) days from the date the notice is sent. If the owner of the Homesite Lot does not rectify the condition at the end of such period, the Association may cause such

work to be performed as is necessary to rectify the condition. The cost of such work shall be assessed against the Homesite Lot upon which the services are performed and shall be added to and become part of the annual assessment or charge to which such Homesite Lot is subject, and, as a part of such annual assessment or charge, it shall be a lien and obligation of the owner in all respects, except that payment for any work performed pursuant to this Section shall be due upon presentation to the owner, either in person or by regular mail, of the Association's invoice therefore. Default in prompt and full payment within ten (10) days from the date the invoice is sent to the owner shall entitle the Association to twelve percent (12%) interest on the amount due from the date of the invoice, which interest shall also constitute a lien upon the Homesite Lot and obligation of the owner thereof. The ARB may in addition impose penalties for such neglect as provided in Subsection 24.8(a).

For the purpose of performing, after expiration of the notice period required in this section, the necessary exterior work, the Association, through its authorized agents, servants, employees, or contractors, shall have the right to enter upon any Homesite Lot at reasonable hours, except weekends and legal holidays.

- (c) *Non-Waiver.* The failure of the ARB to insist in any one or more instances upon the strict performance of any of the Restrictions and Covenants shall not be construed as a waiver or relinquishment for the future of such Restrictions and Covenants on their enforcement, and such Restrictions and Covenants or their enforcements in connection with that particular Homesite Lot or any other Homesite Lot shall continue and remain in full force and effect.
- (d) *Regulations.* The Association shall have the power to make such regulations as may be necessary to carry out the intent of these use restrictions. The Association shall further have the right to levy fines for violations of these regulations.

## **ARTICLE XXV**

### **Miscellaneous**

*Section 25.1 – Captions.* The captions contained in the Instruments are inserted only as a matter of convenience for reference, and in no way define, limit, or describe the scope of the Instruments nor the intent of any provisions thereof.

*Section 25.2 – Gender.* The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Instruments so require.

*Section 25.3 – Waiver.* No provision contained in the Instruments 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 Instruments 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 Instruments shall continue in full force and effect.

*Section 25.5 – Conflict.* The Instruments are intended to comply with the requirements of the Act and Chapter 600 of the Connecticut General Statutes. In the event of any conflict between the Instruments and the provisions of the Statutes, the provision of the Statutes shall control. In the event of any conflict between this Declaration and any other Instrument, this Declaration shall control.

*Section 25.6 – Execution of Documents.* The president or secretary of the Association is responsible for preparing, executing, filing, and recording amendments to the Instruments.

*Section 25.7 – Surveys, Recording Amendments.* The surveys showing location and boundaries of the Homesite Lots filed in the Monroe Land Records shall remain in force unless hereafter altered or amended. The Association shall prepare and record Surveys or Plans necessary to show the altered boundaries between adjoining Homesite Lots or between a Homesite Lot and the Limited Common Element assigned to it, and if applicable, their dimensions and identifying numbers. The applicants shall pay for the costs of preparation of the amendment and its recording.

IN WITNESS WHEREOF, Great Oak Homeowners Association, Inc. has caused this Amended and Restated Declaration to be executed this day of August 18, 2008.

**(original on file with Town of Monroe)**

\_\_\_\_\_

Great Oak Homeowners Association, Inc.

\_\_\_\_\_

\_\_\_\_\_

STATE OF CONNECTICUT )

) ss. \_\_\_\_\_, 2008

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by \_\_\_\_\_ of Great Oak Homeowners Association, Inc., a Connecticut non-stock corporation, on behalf of the corporation.

\_\_\_\_\_

Commissioner of the Superior Court  
Notary Public

## SCHEDULE A-1

### Schedule of Allocated Interests

<b>Homesite Lot Address</b>	<b>Percentage Share Of Common Expenses</b>	<b>Vote in the Affairs of the Association</b>	<b>Maximum Number of Bedrooms</b>
3 Aspetuck Lane	1/150	1	3
7 Aspetuck Lane	1/150	1	4
8 Aspetuck Lane	1/150	1	3
11 Aspetuck Lane	1/150	1	4
13 Aspetuck Lane	1/150	1	4
14 Aspetuck Lane	1/150	1	4
16 Aspetuck Lane	1/150	1	4
17 Aspetuck Lane	1/150	1	4
18 Aspetuck Lane	1/150	1	3
20 Aspetuck Lane	1/150	1	4
7 Cannon Way	1/150	1	3
10 Cannon Way	1/150	1	4
11 Cannon Way	1/150	1	4
10 Charter Road	1/150	1	3
2 Cherry Hill Circle	1/150	1	4
3 Cherry Hill Circle	1/150	1	4
4 Cherry Hill Circle	1/150	1	3
5 Cherry Hill Circle	1/150	1	3
6 Cherry Hill Circle	1/150	1	4
7 Cherry Hill Circle	1/150	1	3
8 Cherry Hill Circle	1/150	1	3
2 Grassy Hill Road	1/150	1	3
4 Grassy Hill Road	1/150	1	4
6 Grassy Hill Road	1/150	1	4
10 Grassy Hill Road	1/150	1	3
14 Grassy Hill Road	1/150	1	2
18 Grassy Hill Road	1/150	1	2
20 Grassy Hill Road	1/150	1	3
2 Great Oak Farm Road	1/150	1	2
3 Great Oak Farm Road	1/150	1	3
5 Great Oak Farm Road	1/150	1	3
6 Great Oak Farm Road	1/150	1	3
10 Great Oak Farm Road	1/150	1	4
11 Great Oak Farm Road	1/150	1	3
14 Great Oak Farm Road	1/150	1	3
30 Great Oak Farm Road	1/150	1	3
34 Great Oak Farm Road	1/150	1	2
38 Great Oak Farm Road	1/150	1	3

<b>Homesite Lot Address</b>	<b>Percentage Share Of Common Expenses</b>	<b>Vote in the Affairs of the Association</b>	<b>Maximum Number of Bedrooms</b>
39 Great Oak Farm Road	1/150	1	4
40 Great Oak Farm Road	1/150	1	2
41 Great Oak Farm Road	1/150	1	4
44 Great Oak Farm Road	1/150	1	2
45 Great Oak Farm Road	1/150	1	4
48 Great Oak Farm Road	1/150	1	3
49 Great Oak Farm Road	1/150	1	4
54 Great Oak Farm Road	1/150	1	3
58 Great Oak Farm Road	1/150	1	3
8 Jamianna Lane	1/150	1	3
10 Jamianna Lane	1/150	1	3
14 Jamianna Lane	1/150	1	3
17 Jamianna Lane	1/150	1	3
20 Jamianna Lane	1/150	1	3
2 Marsh Pond Lane	1/150	1	3
4 Marsh Pond Lane	1/150	1	4
6 Marsh Pond Lane	1/150	1	3
10 Marsh Pond Lane	1/150	1	3
12 Marsh Pond Lane	1/150	1	3
14 Marsh Pond Lane	1/150	1	4
16 Marsh Pond Lane	1/150	1	3
18 Marsh Pond Lane	1/150	1	4
20 Marsh Pond Lane	1/150	1	2
3 Old Colony Road	1/150	1	2
5 Old Colony Road	1/150	1	2
7 Old Colony Road	1/150	1	3
9 Old Colony Road	1/150	1	2
11 Old Colony Road	1/150	1	3
15 Old Colony Road	1/150	1	3
19 Old Colony Road	1/150	1	3
25 Old Colony Road	1/150	1	2
30 Old Colony Road	1/150	1	3
31 Old Colony Road	1/150	1	3
34 Old Colony Road	1/150	1	4
39 Old Colony Road	1/150	1	4
45 Old Colony Road	1/150	1	4
48 Old Colony Road	1/150	1	3
49 Old Colony Road	1/150	1	4
51 Old Colony Road	1/150	1	3
55 Old Colony Road	1/150	1	3
59 Old Colony Road	1/150	1	3
60 Old Colony Road	1/150	1	3



<b>Homesite Lot Address</b>	<b>Percentage Share Of Common Expenses</b>	<b>Vote in the Affairs of the Association</b>	<b>Maximum Number of Bedrooms</b>
65 Old Colony Road	1/150	1	3
66 Old Colony Road	1/150	1	4
69 Old Colony Road	1/150	1	3
70 Old Colony Road	1/150	1	4
73 Old Colony Road	1/150	1	3
74 Old Colony Road	1/150	1	3
75 Old Colony Road	1/150	1	3
78 Old Colony Road	1/150	1	3
79 Old Colony Road	1/150	1	4
81 Old Colony Road	1/150	1	3
82 Old Colony Road	1/150	1	3
83 Old Colony Road	1/150	1	4
85 Old Colony Road	1/150	1	3
88 Old Colony Road	1/150	1	3
90 Old Colony Road	1/150	1	3
92 Old Colony Road	1/150	1	3
94 Old Colony Road	1/150	1	4
96 Old Colony Road	1/150	1	4
99 Old Colony Road	1/150	1	3
1 Pequot Court	1/150	1	3
2 Pequot Court	1/150	1	4
5 Pequot Court	1/150	1	3
6 Pequot Court	1/150	1	3
10 Pequot Court	1/150	1	4
11 Pequot Court	1/150	1	3
14 Pequot Court	1/150	1	4
15 Pequot Court	1/150	1	3
17 Pequot Court	1/150	1	4
18 Pequot Court	1/150	1	3
19 Pequot Court	1/150	1	2
20 Pequot Court	1/150	1	3
21 Pequot Court	1/150	1	4
7 Rustic Lane	1/150	1	4
8 Rustic Lane	1/150	1	3
11 Rustic Lane	1/150	1	4
15 Rustic Lane	1/150	1	3
16 Rustic Lane	1/150	1	3
5 Secret Hollow Road	1/150	1	3
7 Secret Hollow Road	1/150	1	3
13 Secret Hollow Road	1/150	1	3
14 Secret Hollow Road	1/150	1	3
17 Secret Hollow Road	1/150	1	3

<b>Homesite Lot Address</b>	<b>Percentage Share Of Common Expenses</b>	<b>Vote in the Affairs of the Association</b>	<b>Maximum Number of Bedrooms</b>
20 Secret Hollow Road	1/150	1	3
43 Secret Hollow Road	1/150	1	3
44 Secret Hollow Road	1/150	1	2
48 Secret Hollow Road	1/150	1	3
49 Secret Hollow Road	1/150	1	3
50 Secret Hollow Road	1/150	1	3
52 Secret Hollow Road	1/150	1	4
55 Secret Hollow Road	1/150	1	4
56 Secret Hollow Road	1/150	1	4
58 Secret Hollow Road	1/150	1	4
61 Secret Hollow Road	1/150	1	4
62 Secret Hollow Road	1/150	1	3
66 Secret Hollow Road	1/150	1	3
70 Secret Hollow Road	1/150	1	3
74 Secret Hollow Road	1/150	1	3
78 Secret Hollow Road	1/150	1	4
84 Secret Hollow Road	1/150	1	3
88 Secret Hollow Road	1/150	1	3
92 Secret Hollow Road	1/150	1	3
95 Secret Hollow Road	1/150	1	4
96 Secret Hollow Road	1/150	1	2
100 Secret Hollow Road	1/150	1	4
101 Secret Hollow Road	1/150	1	3
103 Secret Hollow Road	1/150	1	3
104 Secret Hollow Road	1/150	1	3
105 Secret Hollow Road	1/150	1	3
108 Secret Hollow Road	1/150	1	4
109 Secret Hollow Road	1/150	1	3

## **Section 2**

### **Bylaws of Great Oak Farm Homeowners Association**

**BYLAWS OF GREAT OAK FARM HOMEOWNERS  
ASSOCIATION, INC.**

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NOTE: For reference to specific subjects or questions, see Index of Declaration and Bylaws.

# Bylaws of Great Oak Farm Association, Inc.

## ARTICLE I – Introduction

These are the Bylaws of Great Oak Farm Association, Inc. (the “Association”). Initial capitalized terms are defined in Article II of the Declaration of Great Oak Farm (the “Declaration”).

## ARTICLE II – Executive Board

### *Section 2.1 – Number and Qualification*

- (a) The affairs of Great Oak Farm (sometimes, the “Common Interest Community,” “Planned Community,” or “Community”) and the Association shall be governed by an Executive Board consisting of no more than seven (7) or less than 3 persons, the majority of whom shall be Homesite Lot Owners. If any Homesite Lot is owned by a partnership or corporation, any officer, partner, or employee of that Homesite Lot Owner shall be eligible to serve as a Board member and shall be deemed to be a Homesite Lot Owner for the purpose of the preceding sentence. Only one member of a Homesite Lot household shall serve on the Executive Board at one time, thereby preserving the allocated interest in Article 6 Section 6.2b. The members of the Executive Board shall be elected by the Homesite Lot Owners. At any meeting at which Board members are to be elected, the Homesite Lot Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these Bylaws or the Corporation Laws of the State of Connecticut.
- (b) Commencing with the 1998 annual meeting, four (4) members of the Executive Board shall be elected for a one (1) year term and three (3) members shall be elected for a two (2) year term. Thereafter, at each subsequent annual meeting of the Homesite Lot Owners, should the board consist of less than seven (7) members, the following table applies:

Members	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
Six (6)	3	3
Five (5)	3	2
Four (4)	2	2
Three (3)	2	1

- (c) The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.
- (d) At any time Homesite Lot Owners are entitled to elect a member of the Executive Board. The Association shall call and give not less than ten (10) nor more than sixty (60) days notice of a meeting of the Homesite Lot Owners for this purpose. Such meeting may be called and the notice given by any Homesite Lot Owner if the Association fails to do so.

*Section 2.2 – Powers and Duties*

- (a) Adopt and amend Bylaws and Rules and Regulations, subject to the limitations of the Declaration and Bylaws.
- (b) Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for the Common Expenses from Homesite Lot Owners.
- (c) Hire and discharge managing agents.
- (d) Hire and discharge employees and agents other than managing agents and independent contractors.
- (e) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Homesite Lot Owners on matters affecting the Common Interest Community.
- (f) Make contracts and incur liabilities.
- (g) Regulate the use, maintenance, repair, replacement, and modification of the Common Elements.
- (h) Cause additional improvements to be made as part of the Common Elements.
- (i) Acquire, hold, encumber, and convey in its own name any rights, title, or interest in real property or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to C.G.S. 47-254.
- (j) Grant leases, licenses, and concessions for not more than one (1) year through or over the Common Elements.
- (k) 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 (2) and (4) of C.G.S. 47-221 for services provided to Homesite Lot Owners.
- (l) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, Rules and Regulations of the Association.
- (m) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by C.G.S. 47-270, or statements of unpaid assessments.
- (n) Provide for the indemnification of its officers and Executive Board and maintain Directors' and Officers' liability insurance.
- (o) Assign its right to future income, including the right to receive Common Expense assessments, subject to the limitations set forth in the Declaration.
- (p) Act as the Architecture Review Board for the maintenance, administration, and enforcement of the Restrictions and Covenants as set forth in Article XXIV of the Declaration, or delegate such responsibility to a committee established for such purpose.
- (q) Maintain an escrow account in an FDIC insured bank for the operation, maintenance, repair, replacement, and improvement of the sanitary waste disposal system, and shall have an item in the annual budget pursuant to the Maintenance Agreement with the Town of Monroe.
- (r) Exercise any other powers conferred by the Declaration or Bylaws.
- (s) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association.

- (t) Exercise any other powers necessary and proper for the governance and operation of the Association.
- (u) By resolution, establish committees, permanent and standing, to perform any functions above as specifically delegated in the resolution establishing the committee. Any committee must maintain and publish notice of its actions to the Homesite Lot Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Homesite Lot Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified, or rejected by the Executive Board at its next regular meeting.
- (v) Unless health and/or safety are an issue, approve expenditures of non-budgeted items in an amount not greater than \$5,000.00.

*Section 2.3 – Standard of Care.* In the performance of their duties, the officers and members of the Executive Board are required to exercise ordinary and reasonable care.

*Section 2.4 – Additional Limitations.* The Executive Board shall be additionally limited pursuant to Article XX of the Declaration.

*Section 2.5 – Manager.* The Executive Board may employ for the Common Interest Community a Manager, at a compensation established by the Executive Board, to perform such duties and services as the Executive Board may authorize. The Executive Board may delegate to the Manager the powers granted to the Executive Board to collect assessments for Common Expenses from Homesite Lot Owners and as further set forth in Subsections (d), (f), and (g) of Section 2.2. Licenses, concessions, and contracts may be executed by the Manager pursuant to specific resolutions of the Executive Board, and to fulfill the requirements of the budget.

*Section 2.6 – Removal of Members of the Executive Board.* The Homesite Lot Owners, by a two-thirds (2/3) Vote of all persons present and entitled to vote at any meeting of the Homesite Lot Owners at which a quorum is present, may remove any member of the Executive Board with or without cause.

*Section 2.7 – Vacancies.* Vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of the Homesite Lot Owners may be filled as follows: (1) At a special meeting of the Executive Board held for that purpose at any time after the occurrence of such vacancy, even though the members present at such meeting may constitute less than a quorum, (2) As to vacancies of Executive Board members whom Homesite Lot Owners elected, by a majority of the remaining such members constituting the Executive Board, has the right to appoint a replacement. Each person so elected or appointed shall be a Board member for the remainder of the term of the member so replaced.

*Section 2.8 – Organizational Meeting.* The first meeting of the Executive Board following each annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Homesite Lot Owners at the



meeting at which such Executive Board shall have been elected. No notice shall be necessary to the newly elected Board members in order to legally constitute such meeting, providing a majority of the members shall be present thereat.

*Section 2.9 – Meetings.* Meetings of the Executive Board may be called by the President or by a majority of the members of the Executive Board on at least three (3) business days' notice to each member. The notice shall be hand-delivered, electronic mailed, or mailed and shall state the time, place, and purpose of the meeting.

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

*Section 2.11 – Waiver of Notice.* Any member may waive notice of any meeting in writing. Attendance by an Executive Board member at any meeting of the Executive Board shall constitute a waiver of notice. If all the members are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

*Section 2.12 – Quorum of Board Members.* At all meetings of the Executive Board, a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the meeting. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

*Section 2.13 – Fidelity Bonds.* In accordance with Section 16.9 of the Declaration, the Executive Board shall obtain adequate fidelity bonds for all officers, employees, and agents of the Association handling or responsible for Association funds. The premiums on the bonds are a Common Expense.

*Section 2.14 – Compensation.* No member of the Executive Board shall receive any compensation from the Association for acting as such, although members of the board may be reimbursed for expenses incurred in the performance of duties.

*Section 2.15 – Consent to Corporate Action.* If all members of the Executive Board or all members of a committee established for such purposes, as the case may be, separately or collectively consent in writing to any action taken or to be taken by the Association, and the number of the members of the Executive Board or committee constitutes a quorum for such action, such action shall be a valid corporation action as though it had been authorized at a meeting of the Executive Board or the committee, as the case may be. The Secretary shall file such consents with the minutes of the meeting of the Executive Board.

### **ARTICLE III – Homesite Lot Owners**

*Section 3.1 – Annual Meeting.* Annual meetings shall be held at such time as the Executive Board may designate. At such meeting, the Board members shall be elected by ballot of the Homesite Lot Owners, in accordance with the provisions of Article II of the Bylaws. The Homesite Lot Owners may transact such other business at such meetings as may properly come before them.

*Section 3.2 – Budget Meeting.* Meetings to consider the proposed budget shall be called in accordance with Section 14.4 of the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

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

*Section 3.4 – Special Meetings.* Special meetings of the Association may be called by the President, a majority of the Executive Board, or by Homesite Lot Owners having twenty (20) percent of the votes in the Association.

*Section 3.5 – Notice of Meetings.* Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the Secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by U.S. mail to the mailing address of each Homesite Lot or any other mailing address designated in writing by the Homesite Lot Owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, any proposal to remove an officer or member of the Executive Board. No action shall be adopted at a meeting except as stated in the notice.

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

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

- (a) Roll call (or check-in procedure)
- (b) Proof of notice of meeting
- (c) Reading of minutes of preceding meeting
- (d) Reports
- (e) Established number and term of memberships of the Executive Board (if required and notice)
- (f) Election of inspectors of election (when required)
- (g) Election of members of the Executive Board (when required)
- (h) Ratification of the Budget (if required)
- (i) Unfinished business

(j) New business

*Section 3.8 – Voting.*

- (a) If only one (1) of several owners of a Homesite Lot is present at a meeting of the Association, that owner is entitled to cast all the Votes allocated to that Homesite Lot. If more than one (1) of the owners is present, the Votes allocated to that Homesite Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is a majority agreement if any one of the Owners casts the Votes allocated to that Homesite Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Homesite Lot.
- (b) Votes allocated to a Homesite Lot may be cast pursuant to a proxy duly executed by a Homesite Lot Owner. If a Homesite Lot is owned by more than one person, each Owner of the Homesite Lot may vote or register protest to the casting of Votes by the other Owners of the Homesite Lot through a duly executed proxy. A Homesite Lot Owner may revoke a proxy given pursuant to this Section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one (1) year after its date unless it specifies a shorter term.
- (c) The Vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the Executive Board or Bylaws of the owning corporation or business trust. The Vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership, or business trust owner is qualified so to vote.
- (d) No Votes allocated to a Homesite Lot owned by the Association may be cast.

*Section 3.9 – Quorum.* Except as otherwise provided in these Bylaws, the Homesite Lot Owners present in person or by proxy at any meeting of Homesite Lot Owners, shall constitute a quorum at all meetings of the Homesite Lot Owners.

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

*Section 3.11 – Waiver of Notice.* Any Homesite Lot Owner may, at any time, waive notice of any meeting of the Homesite Lot Owners in writing, and such waiver shall be deemed equivalent to the receipt of such Notice.

## ARTICLE IV – Officers

*Section 4.1 – 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 and from within the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. Any two offices may be held by the same person, except the offices of president and vice president, and the offices of president and secretary. The office of vice president may be vacant.

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

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

*Section 4.4 – President.* The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Homesite Lot Owners and of the Executive Board. He shall have all of the general powers and duties which are incident to the office of president of a non-stock corporation organized under the Laws of the State of Connecticut, including but not limited to the power to appoint committees from among the Homesite Lot Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. He may fulfill the role of treasurer in the absence of the treasurer. The president may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization by the approval of the particular amendment as applicable.

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

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

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

*Section 4.8 – Agreements, Contracts, Deeds, Checks, etc.* Except as provided in Sections 4.4, 4.6, 4.7, and 4.10 of these Bylaws and Article X of the Declaration, all agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Executive Board.

*Section 4.9 – Resale Certificates and Statements of Unpaid Assessments.* 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 the Connecticut General Statutes and statements of unpaid assessments in accordance with Section 47-258(h) of the Connecticut General Statutes. 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. 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 Homesite Lot for which the certificate or statement is furnished.

## **ARTICLE V – Operation of the Property**

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

- (a) to enter the Homesite Lot in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the Homesite Lot Owner, any structure, thing, or condition except for additions or alterations of a permanent nature that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed liable for any manner of trespass; or

- (b) to enjoin, abate, remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

*Section 5.2 – Fine for a Violation.* By resolution following Notice and Hearing, the Executive Board may levy a fine of up to \$50.00 per day for each day that a violation of the Documents or Rules persists after such Notice and Hearing, but such amounts shall not exceed that amount necessary to insure compliance with the Rule or Order of the Executive Board. In the event the Executive Board has assumed the responsibilities of the ARB as set forth in Article XXIV of the Declaration (even if the Executive Board has delegated such responsibility to a committee established for such purpose as permitted under Section 2.2(p) above), the Executive Board may also take such action as set forth in said Article XXIV.

#### **ARTICLE VI – Indemnification**

The members of the Executive Board and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Sections 33-1116 and 33-1124 of Chapter 602 of the Connecticut General Statutes (the provisions of which are hereby incorporated by reference and made part hereof).

#### **ARTICLE VII – Records**

*Section 7.1 – Records and Audits.* The Association shall maintain accounts records, which shall include:

- (a) A record of all receipts and expenditures;
- (b) An account for each Homesite Lot which shall designate the name and address of each Homesite Lot Owner, the amount of each Common Expense assessment, the dates on which the assessment comes due, the amounts paid on the account, and the balance due;
- (c) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements;
- (d) An accurate account of the current balance in the reserve for replacement and for emergency repairs.

The financial records shall be maintained and audited in accordance with Article XIV of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the Instruments.

*Section 7.2 – Examination.* All records maintained by the Association or by the Manager shall be available for examination and copying by any Homesite Lot Owner, by any mortgagee of a Homesite Lot, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

*Section 7.3 – Statutory Records.* The Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 47-270 of the Connecticut General Statutes.

- (a) An account for each Homesite Lot showing the amounts of monthly Common Expense assessments currently due and payable from each Homesite Lot Owner.
- (b) An account for each Homesite Lot Owner showing any other fees payable by each Homesite Lot Owner.
- (c) A record of any capital expenditures anticipated by the Association for the current and next succeeding fiscal year.
- (d) A record of the amount of any reserves for capital expenditures.
- (e) The current operating budget adopted pursuant to Section 47-257(a) of the Connecticut General Statutes and ratified pursuant to the procedures of Section 47-275(c) of the Connecticut General Statutes.
- (f) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant.
- (g) A record of insurance coverage provided for the benefit of Homesite Lot Owners.

*Section 7.4 – Form Resale Certificate.* The Executive Board shall adopt a form resale certificate to satisfy the requirement of Section 47-270 of the Connecticut General Statutes.

## **ARTICLE VIII – Miscellaneous**

*Section 8.1 – Notices.* All notices to the Association or the Executive Board shall be delivered to the office of the Manager, or if there is no Manager, to the office of the Association, or to such other address as the Executive Board may hereafter designate from time to time, by notice in writing to all Homesite Lot Owners and to all mortgagees of Homesite Lots. Except as otherwise provided, all notices to any Homesite Lot Owner shall be sent to his address as it appears in the records of the Association. All notices to mortgagees of Units shall be sent, except where a different manner of notice is specified elsewhere in the Instruments, by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Executive Board. All notices shall be deemed to have been given when mailed, except notices of changes of address which shall be deemed to have been given when received.

*Section 8.2 – Fiscal Year.* The Executive Board shall establish the fiscal year of the Association.

*Section 8.3 – 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 8.4 – Office.* The principal office of the Association shall be on the property or at such other place as the Executive Board may from time to time designate.

*Section 8.5 – Amendments.* These Bylaws may be amended only pursuant to the provisions of Article XII of the Declaration.

Certified to be the Bylaws adopted by Executive Board of Great Oak Farm Homeowners Association, Inc., dated August 13, 2008.



# Declaration and Bylaws

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