



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 and Restated Declaration of Great Oak Farm

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

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, scale 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:

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- (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.

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

ARTICLE XI

Amendments to Bylaws

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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 (1st) 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

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- (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.

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- (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

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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.

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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.

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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 (1st) 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.

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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

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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

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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.

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

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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

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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.

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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:

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- (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.

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ARTICLE XXI

Maintenance, Repair, and Replacement

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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).

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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.

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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.

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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.

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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.

**SEE
OVERLAY**

- (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. **SEE
OVERLAY**

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

Homesite Lot Address	Percentage Share Of Common Expenses	Vote in the Affairs of the Association	Maximum Number of Bedrooms
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

Homesite Lot Address	Percentage Share Of Common Expenses	Vote in the Affairs of the Association	Maximum Number of Bedrooms
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

Homesite Lot Address	Percentage Share Of Common Expenses	Vote in the Affairs of the Association	Maximum Number of Bedrooms
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

Homesite Lot Address	Percentage Share Of Common Expenses	Vote in the Affairs of the Association	Maximum Number of Bedrooms
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 st Year	2 nd 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

**SEE
OVERLAY**

- (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.

**SEE
OVERLAY**

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.

**SEE
OVERLAY**

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.

**SEE
OVERLAY**

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.

**SEE
OVERLAY**

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.

**SEE
OVERLAY**

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.

**SEE
OVERLAY**

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.

**SEE
OVERLAY**

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.

**SEE
OVERLAY**

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.

**SEE
OVERLAY**

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.

**SEE
OVERLAY**

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.

SEE
OVERLAY

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.

SEE
OVERLAY

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.

SEE
OVERLAY

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.

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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

SEE
OVERLAY

- (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.

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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.

**SEE
OVERLAY**

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.

**SEE
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ARTICLE V – Operation of the Property

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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:

**SEE
OVERLAY**

- (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.

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OVERLAY**

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.

**SEE
OVERLAY**

- (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.

**SEE
OVERLAY**

ARTICLE VIII – Miscellaneous

**SEE
OVERLAY**

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.

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OVERLAY**

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.

**SEE
OVERLAY**

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.

**SEE
OVERLAY**

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.

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- A record of the existence of any pending lawsuits or administrative proceedings in which the association is a party [*Subsection 47-260(a)(8) and Subsection 47-270(a)(7)*].
- If the association must insure the Homesite Lots and decides to exclude from coverage certain improvements or betterments installed in the Homesite Lots by the Homesite Lot Owners, the schedule of standard fixtures, improvements, and betterments in the Homesite Lots that are covered by the association's insurance [*Subsection 47-260(a)(8) and Subsection 47-270(a)(8)*].
- A record of all foreclosure actions brought by the association within the previous 12 months [*Subsection 47-260(a)(8) and Subsection 47-270(a)(15)*].
- Any Homesite Lot maintenance standards adopted by the association under Subsection 47-257(e) of the Common Interest Ownership Act [*Subsection 47-260(a)(8) and Subsection 47-270(a)(17)*].
- Copies of current contracts to which the association is a party [*Subsection 47-260(a)(9)*].
- Records of actions by the board or a committee to approve or deny any requests by Homesite Lot Owners for design or architectural approval from the association [*Subsection 47-260(a)(10)*].
- Ballots, proxies, and other records relating to voting by Homesite Lot Owners, for a period of one year after the election, action, or vote to which they relate [*Subsection 47-260(a)(11)*].

Bylaws, Section 7.4 - Form Resale Certificate.

In addition to the disclosures previously required by Subsection 47-270(a) of the Act:

- *The CIOA Amendments have changed what must be included in resale certificates. See comments to Bylaws Section 4.9 concerning resale certificates. If you need help preparing an updated form resale certificate, please contact us.*

Bylaws, Article VIII - Miscellaneous

In addition to the requirements of this article:

- Meetings of the association (Homesite Lot Owner meetings) shall be conducted in accordance with the most recent edition of *Robert's Rules of Order Newly Revised*, unless (1) the declaration, bylaws, or other law requires that the

association follow a different procedure or (2) Homesite Lot Owners casting two-thirds of the votes allocated to owners present at the meeting may act to suspend those rules [Subsection 47-250(c)].

Bylaws, Section 8.1 - Notices.

Notwithstanding the requirements of this section:

- If a Homesite Lot Owner furnishes the association with a mailing address that is not the Homesite Lot, the association should send notices to that address rather than the Homesite Lot. These notices can be given by hand delivery, U.S. mail with postage paid, or commercially reasonable delivery service [Subsection 47-261c(a)].
- If the Homesite Lot Owner furnishes the association with an electronic (e-mail or fax) address, the association may give notice to the Homesite Lot Owner by electronic means at the electronic address [Subsection 47-261c(a)].
 - *We recommend the use of a form in which the Homesite Lot Owner designates his or her electronic address, agrees to receive notices from the association by electronic means only, and agrees to notify the association of changes to his or her electronic address.*
 - *Electronic notice may not be used for hearings held under Subsection 47-278(c) or (d) of CIOA. There are separate and different requirements for notice of hearings before the association brings an action or institutes a proceeding against a Homesite Lot Owner and notices of hearings held at the request of a Homesite Lot Owner seeking to enforce the documents or CIOA. See the comments to Declaration Section 18.2.*
- Notices are effective when sent [Subsection 47-261c(b)].

Bylaws, Section 8.3 - Waiver.

- *See the comments to Bylaws Section 2.2 concerning the board enforcing a right or compromising a claim.*

Bylaws, Section 8.5 - Amendments.

- *See the comment to Declaration Article XX concerning board limitations.*

RULES

Rules, General, Section 1.

- *This section may establish maintenance standards as described in Subsection 47-257(e) of CIOA. It should be disclosed in resale certificates [47-270(a)(17)].*
 - *See also the comment to Declaration Section 14.2 concerning the assessment of common expenses related to failure to observe maintenance standards.*

Rules

Great Oak Farm is a planned community that is regulated as a condominium, has a Homeowner's Association and has rules that all residents are obliged to comply with. Failure to comply with the declarations may result in fines. Below is an overview of the rules contained in the Declarations provided as a courtesy. This is not a substitute for reading the Declarations and ByLaws.

AUTOS

1. All motor vehicle laws of the State of Connecticut shall apply to the private roads of Great Oak Farm including, but not limited to, speeding laws. Remember that the roads are also our sidewalks and children are frequently at play.
2. Residents shall park only in their garages and/or driveways. No vehicles, including those of guests, shall be parked on the community roads overnight. This is a safety issue. Our roads are not wide enough to accommodate parking and allow for passage of large and/or emergency vehicles.
3. No vehicles may be parked on a Homesite Lot except on driveways or in garages. Further, no work may be conducted on any vehicle except when garaged.
4. No trailer, recreational, or commercial vehicle shall be parked outside of the garage overnight.

PETS

1. No pet shall be allowed to roam outside of its residence unless it is either leashed or remains in fenced-in areas of the Homesite Lot.
2. 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.
3. 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. No one appreciates soiled areas or burned out spots caused by someone else's pet.

GENERAL

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1. Homesite Lot Owner shall maintain, repair, and replace, at his or her 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 there with shall be assessed against the Homesite Lot.
2. Common charges are due and payable on the first day of each month. Any common charges **not received BEFORE the 16th** will generate a late letter and will be assessed a \$15 *per month* late fee. If the common charge payment and penalty is not received **BEFORE** the 16th of the following month, an additional \$15 late fee will apply for each subsequent month of delinquency. Unpaid common charges and associated late fee(s) will be sent to a collection agency after the third month. All collection costs will be borne by the homeowner.
3. No litter and/or waste shall be committed in any of the Common Elements, including community roads, pond area, greens, and woods. Litter includes, but is not limited to, bottles, cans, wrappers, etc.
4. Trash cans and recycling bins shall be kept in the homeowner's garage. All trash cans and recycling bins put out for collection shall be returned to the homeowner's garage by the end of the designated collection day. This will eliminate trash cans blowing over and littering Common and Limited Elements.
5. Garbage disposals are not allowed due to the constraints of the community septic system.
6. Swings, gym sets, and "like equipment" are permitted only in the rear of the Homesite Lot. This will insure safety as well as an esthetically appealing community.
7. Resale documents will not be issued until the homeowner has paid all Common Charges, in full, up to and including the scheduled closing month. Also, the seller is responsible for a current certificate of occupancy for any improvements made to their property.

Violating the rules may result in fines up to \$50 a day (Section 5.2) after Notice and Hearing (Section 2.22)

If you believe that a new rule or modification is necessary, please communicate your views to the Rules/By-Laws Committee of the Association or to the Executive Board.

GREAT OAK FARM

DOCUMENT OVERLAY

AN OUTLINE OF THE IMPACT OF THE AMENDMENTS TO THE COMMON INTEREST OWNERSHIP ACT

Prepared on February 19, 2016



INTRODUCTION

This overlay reflects the changes made to the Connecticut Common Interest Ownership Act, commonly referred to as "CIOA," beginning in 2009 by Public Act 09-225, followed by Public Act 10-186, Public Act 11-195, Public Act 12-113, Public Act 13-156, Public Act 13-289, Public Act 14-215, and most recently Public Act 15-211 all of which amended CIOA. These amendments are collectively referred as the "CIOA Amendments."

The contents of this overlay reflect the interpretation of the CIOA Amendments as of the date the overlay was prepared. These may be affected by future amendments to CIOA, as well as by court decisions interpreting and applying its provisions. While we always try to alert our association clients to any changes in the law that may affect them, we do not plan to update this overlay each time the law changes.

Some parts of CIOA were amended prior to 2009. This overlay does not reflect these prior amendments or their effect on your community. It is intended solely to show how your documents have been affected by the CIOA Amendments.

Some of the CIOA Amendments supersede provisions which are currently in your documents. This means that if there is a conflict between your documents and CIOA, as it has been amended, you must follow CIOA and not your documents.

Some of the CIOA Amendments create new rights and duties or require the association and the Homesite Lot Owners to follow new or additional procedures. These apply to your association even though they are not mentioned in your documents.

This overlay follows the numbering system used in your documents. Whenever an existing provision of your documents has been modified or superseded by the CIOA Amendments, we have set out the number and title of that provision in your documents, followed by a summary of the new requirements contained in the CIOA Amendments. Wherever the CIOA Amendments have created a new requirement which is not in your documents, we have set out a summary of the requirement under the article or section of your existing documents that most closely relates to the new requirement.

Where one of the CIOA Amendments affects several portions of your documents, we have set out the requirements of the amendment in the location or locations where we believe they will be most useful, and have included cross-references to these provisions in the other portions of your documents that are affected by that particular amendment.

Wherever possible, we have included a reference to the applicable section of CIOA as amended by the CIOA Amendments at the end of each of our comments.

We have tried to identify all of the provisions of your documents that are affected by the CIOA Amendments. It is possible, however, that some of these amendments may also affect other provisions of your documents as they apply in certain situations and to certain activities. If you have any questions concerning the requirements of any provision of your documents or how these provisions are affected by the CIOA Amendments generally, by other provisions of CIOA, or by other statutes, please feel free to contact us.

This overlay is not an amendment to the governing documents of your association. It need not be approved by a vote of the Homesite Lot Owners, nor recorded on the land records of the town in which your community was created. It is instead designed to be a tool to assist your association in interpreting the governing documents against the Amendments.

We recommend providing the Homesite Lot Owners in your community with a copy of the overlay so that they will understand why the association may, at times, have to adjust its operations in order to comply with CIOA. We also recommend providing a copy of the overlay with the governing documents whenever the association issues a resale certificate and to whomever requests a copy of the governing documents.

Your association may want to amend its documents to incorporate the changes made by the CIOA Amendments. It may also want to prepare one or more charts or matrixes, showing the requirements for maintenance, governing procedures, insurance and other matters. We are available to assist you in any of these activities.

DOCUMENTS REVIEWED

Included with this overlay is a copy of the documents we have reviewed and to which the overlay refers. We have made a marginal notation on the documents next to each provision that is commented on in the overlay.

The following is a list of the documents we have reviewed:

- The amended and restated declaration of your community, including amendments, if any, recorded through August 21, 2015. Copies of these are attached and include the following:
 - The amended and restated declaration of Great Oak Farm by the Great Oak Farm Homeowners Association, Inc. dated August 13, 2008 and recorded on August 21, 2008 in Volume 1560 at Page 107 of the Monroe Land Records.
- The bylaws of your association and amendments, if any, recorded through August 21, 2015. Copies of these are attached and include the following:

- The bylaws of the Great Oak Farm Homeowners Association, Inc. dated August 13, 2008 and recorded on August 21, 2008 in Volume 1560 at Page 149 of the Monroe Land Records.
- The rules of your association as listed on your website (<http://greatoakfarm.com/great-oak-farm-rules/>). Copies of these are attached and include the following:
 - The Great Oak Farm Rules, printed on August 24, 2015.

You have represented to us that these reflect your rules as of August 24, 2015.

DECLARATION

Declaration, Section 7.1 - Use and Occupancy Restrictions.

- *Subsection 7.1(c) may establish maintenance standards as described in Subsection 47-257(e) of CIOA. It should be disclosed in resale certificates [47-270(a)(17)].*
 - *See also the comment to Declaration Section 14.2 concerning the assessment of common expenses related to failure to observe maintenance standards.*
- *See the comment to Declaration Section 15.2 concerning religious displays.*

Declaration, Section 10.5 - Consent of Holders of Security Rights.

- *See comment to Declaration Section 13.4 concerning mortgagee consent required.*

Declaration, Article XI - Amendments to Bylaws.

- *See comment to Declaration Article XX concerning board limitations.*

Declaration, Section 13.4 - Prior Consent Required.

Notwithstanding the requirements of this section:

- The holder of a security interest required to consent to any amendment to the declaration or bylaws is deemed to have given that consent if the association has not received a refusal to consent 45 days after the association has delivered notice of the proposed amendment to the holder of the interest or mails the notice to the holder by certified mail, return receipt requested [Subsection 47-236(i)].
- The association may rely on the last recorded security interest of record in delivering or mailing notice to the holder of that interest [Subsection 47-236(i)].
- An amendment to the declaration that affects the priority of a security interest held by a mortgage holder or the ability of that holder to foreclose its security interest may not be adopted without that holder's consent in a written communication which is forwarded to the association either in the original or in electronic form [Subsection 47-236(i)].

Declaration, Section 14.2 - Common Expenses Attributable to Fewer than All Homesite Lots.

In addition to the provisions of Subsection 14.2(d):

- If any common expense is caused by:
 - the willful misconduct;
 - the gross negligence; or
 - the failure to comply with the written maintenance standard promulgated by the association

of any Homesite Lot Owner or tenant or of a guest or invitee of a Homesite Lot Owner or tenant, the association may, after notice and hearing, assess the portion of that common expense in excess of any insurance proceeds received by the association under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against that owner's Homesite Lot [Subsection 47-257(e)]. *The terms "willful misconduct" and "gross negligence" have particular legal significance. Do not attempt to determine whether a certain action falls under these terms without the assistance of knowledgeable legal counsel.*

If your association wishes to adopt and promulgate written maintenance standards in addition to those standards that may already exist in your documents, consult with a knowledgeable attorney before you do to ensure that the standards, and the way in which they are adopted and publicized, meet the requirements of your documents and CIOA. If you would like us to assist you with this, please let us know. We have identified provisions in your documents that may create a written maintenance standard promulgated by the association in the comments following those provisions.

Declaration, Section 14.3 - Lien.

In addition to the requirements of this section:

- The amount of the association's lien that is prior to first mortgages is an amount equal to nine months' of common charges plus reasonable attorney's fees and costs, but not including late fees, interest, and fines [Subsection 47-258(b)].
- The association may not commence an action to foreclose its lien against a Homesite Lot, unless [Subsection 47-258(m)]:

- The Homesite Lot Owner owes an amount equal to at least two months of common expense assessments based on the most recently adopted budget;
- The association has made demand for payment of the amount in a written communication;
- The board either has voted to commence the foreclosure specifically against that Homesite Lot or has adopted a standard policy that provides for foreclosure against that Homesite Lot; and
- The association has sent a copy of the demand for payment and notice of intent to foreclose to the holders of the first and second mortgages on the Homesite Lot at least 60 days before commencing a foreclosure. (*This notice is typically prepared and sent by the attorney handling the association's collection and foreclosure matters.*)
 - The notice must provide the holders of first and second mortgages with information concerning to whom they can submit payment, if they chose to do so on behalf of the Homesite Lot Owner.
 - The association may rely on the land records in identifying the holders of mortgages and their mailing addresses. If the holder of a first or second mortgage has a foreclosure pending against the Homesite Lot at the time the association is giving notice, the association should instead send the notice to the attorney appearing for the holder of the mortgage in that foreclosure.
 - Notice is deemed given when sent.

Notwithstanding the provisions of this section:

- Proceedings to enforce the association's lien must be instituted within three years after the full amount of the assessments becomes due [*Subsection 47-258(e)*].

Declaration, Section 14.4 - Budget Adoption and Ratification.

In addition to the requirements of this section:

- The budget or the summary must include [*Subsection 47-261e(a)*]:
 - A statement of the amount to be contributed to the reserves during the fiscal year or a statement that no contributions are being made;

- A statement of the current balance in the association's reserves; and
- A statement of the basis on which any reserves are calculated and funded.
- *Many associations find it to be more efficient to provide a complete copy of the budget, including notes, rather than just a summary.*
- The vote to approve or reject the budget may be taken either at a meeting of the Homesite Lot Owners or by a vote without a meeting. *See the comment to Bylaws Section 3.8 concerning votes taken without a meeting.*
- *See the comments to Bylaws Section 3.5 concerning when notice of the meeting is to be given.*

Declaration, Section 14.5 - Ratification of Special Assessments.

Notwithstanding the provisions of this section:

- The standard for when a vote must be taken on a special assessment has changed. If the total of all non-budgeted assessments during the current calendar year, including the assessment just adopted by the board, exceeds 15% of the current annual budget, the current special assessment must be ratified by the Homesite Lot Owners in the same manner as a budget under Declaration Section 14.4 **as modified by this overlay**, even if the current special assessment by itself is less than 15% of the current budget [*Subsection 47-261e(b)*].
- The board may determine, by a two-thirds vote, that a non-budgeted assessment is necessary to respond to an emergency [*Subsection 47-261e(b)*]. *This may require two board resolutions, one that declares an emergency and one that adopts the assessment.*
 - The special assessment is effective immediately in accordance with the terms of the board resolution without a vote of the Homesite Lot Owners.
 - The board must promptly provide notice of the emergency assessment to all Homesite Lot Owners.
 - The board may spend the funds raised by the emergency special assessment only for the purposes described in the vote.

Declaration, Section 15.2 - Adoption of Rules.

Notwithstanding the requirements of this section:

- The association may not prohibit display, on a Homesite Lot or on a limited common element adjoining a Homesite Lot, of the flag of this state, or signs regarding candidates for public or association office or ballot questions, but the association may adopt rules governing the time, place, size, number and manner of those displays [Subsection 47-261b(d)].
- Any rule regulating the flag of the United States must be consistent with federal law [Subsection 47-261b(d)].
- Homesite Lot Owners may peacefully assemble on the common elements to consider matters related to the common interest community, but the association may adopt rules governing the time, place and manner of those assemblies [Subsection 47-261b(e)].
- An association's internal business operating procedures need not be adopted as rules [Subsection 47-261b(g)].
- All of the rules must be reasonable [Subsection 47-261b(h)]. In determining reasonableness, a court will look at the following factors:
 - Whether the association had the authority to adopt the rule under Connecticut law or its governing documents; and
 - Whether the rule is based on reasoned decision-making, or is arbitrary and capricious. In other words, if an owner challenged a rule in court, the association would be required show that it considered the issue and had reasons for adopting the rule in question.
- *When the board considers adopting or amending a rule, it must follow the procedures set out in the comments to Declaration Section 18.1 of this overlay.*
- No document provision or rule may prohibit or hinder the owner, lessee or sublessee of a Homesite Lot from attaching to an entry door or entry door frame of such Homesite Lot an object the display of which is motivated by observance of a religious practice or sincerely held religious belief. However, the association may adopt or enforce a document provision that, to the extent allowed by the first amendment to the United States Constitution and section 3 of the first article of the Constitution of the state, prohibits the display or affixing of an item on an

entry door or entry door frame to the owner's, lessee's or sublessee's Homesite Lot when such item: [Subsection 47-230a]

- Threatens the public health or safety;
- Hinders the opening and closing of an entry door;
- Violates any federal, state or local law;
- Contains graphics, language or any display that is obscene or otherwise patently offensive;
- Individually or in combination with each other item displayed or affixed on an entry door frame has a total size greater than twenty-five square inches; or
- Individually or in combination with each other item displayed or affixed on an entry door has a total size greater than four square feet.

Declaration, Article XVI - Insurance.

In addition to the requirements of this article:

- The association is required to carry fidelity insurance for anyone who either handles or is responsible for funds held or administered by the association, whether or not they receive compensation for their services. The insurance policy should name the association as the insured and should cover the maximum funds that will be in the custody of the association or its manager at any time while the policy is in force, and in no event less than the sum of three months' assessments plus reserve funds [Subsection 47-255(a)(4)].

Declaration, Section 17.1 - Duty to Repair or Restore.

- *See comment to Declaration Section 14.2 concerning common expenses attributable to fewer than all Homesite Lots.*

Declaration, Section 18.1 - Right to Notice and Comment.

Notwithstanding the requirements of this section:

- Notice of a proposal to adopt or amend a rule must be given at least 10 days before the meeting at which the board will receive comments and vote [Subsection 47-261b(a)].

- The association must give notice to the Homesite Lot Owners in compliance with Bylaws Section 8.1 **as modified by this overlay**.
- The notice must contain [*Subsection 47-261b(a)*]:
 - The text of the proposed change or amendment or of the provision being repealed;
 - The board's intention to adopt the proposed change or amendment; and
 - The date on which the board will act on the proposed change or amendment, after considering any comments from owners.
- Before the board votes it must receive and consider any comments submitted by the Homesite Lot Owners or made during the comment period [*Subsection 47-261b(a)(2)*].
- Following the adoption of an amendment or change, the association must notify the owners of its action and provide them with a copy of the amendment or change [*Subsection 47-261b(b)*].
- Notices of other proposed actions to which this section applies must be given at least five days before the meeting at which the board will receive comments and vote [*Subsection 47-250(b)(5)*].

Declaration, Section 18.2 - Right to Notice and Hearing.

Notwithstanding the requirements of this section:

- Before the association brings an action or institutes a proceeding against a Homesite Lot Owner, it must schedule a hearing before the board [*Subsection 47-278(c)*].
 - The hearing must be held at a regular or special meeting of the board.
 - The association must give notice to the Homesite Lot Owner at least 10 business days before the hearing.
 - The notice to the Homesite Lot Owner must be in writing and be sent by certified mail, return receipt requested, and by regular mail. It must include:

- A statement of the nature of the claim against the Homesite Lot Owner, and
- The date, time, and place of the hearing.
- At the hearing, the Homesite Lot Owner shall have the right to give oral or written testimony, either personally or through a representative.
- The board must consider the testimony of the Homesite Lot Owner before voting on whether to take action.
- The board must make a decision on whether to take action and notify the Homesite Lot Owner within 30 days of the hearing by a written notice sent certified mail, return receipt requested, and by regular mail.
- Unless the board meeting at which the hearing will be held is included in a schedule given to the Homesite Lot Owners, the secretary or other officer specified in the bylaws must give notice of the board meeting to each director and to each Homesite Lot Owner [Subsection 47-250(b)(5)].
- *See comments to Sections 2.8 and 2.9 of the Bylaws concerning notice of board meetings.*
- The foregoing requirements for notice and hearing do not apply to an action brought by the association against a Homesite Lot Owner to foreclose a lien or to prevent immediate and irreparable harm. *Do not attempt to determine whether a certain situation falls under the immediate and irreparable harm category without the assistance a knowledgeable attorney.*
- *The hearing procedure required by Subsection 47-278(c) may not apply to all of the situations covered by this section of your declaration. Nevertheless we recommend that you follow the procedures required by Subsection 47-278(c) whenever you hold a hearing. This way you will avoid any technical challenges to your decision later on.*
- A Homesite Lot Owner seeking to enforce a right granted or obligation imposed by CIOA or the documents against the association or against another Homesite Lot Owner, may submit a written request to the association for a hearing before the board [Subsection 47-278(d)].
- This provision does not apply to claims made by or against the declarant.

- The request for a hearing must be in writing and include a statement of the nature of the claim against the association or another Homesite Lot Owner.
- Within 30 days of receiving the request, the association must set a date for a hearing. The hearing must be scheduled on a date not more than 45 days after the association receives the request.
- The hearing must be held at a regular or special meeting of the board.
- The association must give notice to the requesting Homesite Lot Owner at least 10 business days prior to the hearing.
- The notice must be in writing and be sent by certified mail, return receipt requested, and by regular mail. It must include the date, time, and place of the hearing.
- *If the Homesite Lot Owner who requests the hearing is seeking to enforce a right against another Homesite Lot Owner, Subsection 47-278(d) does not require that the association give notice to the other Homesite Lot Owner or permit the other Homesite Lot Owner to participate in the hearing. Nevertheless, in many cases, the association will want to give notice of the hearing to the other unit owner and invite him or her to participate. That way, the board will have an opportunity to hear both sides of the story before it makes a decision and, if it decides to take action against the other Homesite Lot Owner, it will not have to call and hold another hearing before it acts.*
- The board must make a decision and notify the requesting Homesite Lot Owner within 30 days of the hearing by a written notice sent certified mail, return receipt requested, and by regular mail.
- Unless the board meeting at which the hearing will be held is included in a schedule given to the Homesite Lot Owners, the secretary or other officer specified in the bylaws must give notice of the board meeting to each director and to each Homesite Lot Owner [*Subsection 47-250(b)(5)*].
- *See comments to Sections 2.8 and 2.9 of the Bylaws concerning notice of board meetings.*

Declaration, Section 19.1 - Access.

Notwithstanding anything contained in this section or anything else contained in the declaration or bylaws:

- Meetings of the board or of a committee authorized to act for the association must be open to Homesite Lot Owners and to any person whom a Homesite Lot Owner designates as his or her personal representative, except when the board meets in executive session [*Subsection 47-250(b)(1)*].

Declaration, Section 19.2 - Notice.

Notwithstanding anything contained in this section:

- *See comments to Bylaws Sections 2.8, 2.9, and 8.1 concerning the giving of notice.*

Declaration, Section 19.3 - Executive Sessions.

Notwithstanding anything contained in this section or anything else contained in the declaration or bylaws:

- The board and any committees authorized to act for the association may hold an executive session only during a regular or special meeting [*Subsection 47-250(b)(1)*].
- The board or a committee authorized to act for the association may meet in executive session only to do the following [*Subsection 47-250(b)(1)*]:
 - Consult with the association's attorney about legal matters;
 - Discuss existing or potential litigation, mediation, arbitration, or administrative proceedings;
 - Discuss labor or personnel matters;
 - Discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the association at a disadvantage; or

- Prevent public knowledge of the matter to be discussed if the board or committee determines that public knowledge would violate the privacy of any person.
- No final vote or action may be taken during an executive session [*Subsection 47-250(b)(1)*].

Declaration, Article XX - Executive Board.

Notwithstanding the requirements of this section:

- The board may fill a vacancy in its membership only for the shorter of [*Subsection 47-245(b)(3)*]:
 - Until the next regularly scheduled election of directors; or
 - Until the end of the term of the vacant directorship.

Declaration, Article XXI - Maintenance, Repair, and Replacement.

- *Sections 21.2, 21.3, 21.4, and 21.6 may establish maintenance standards as described in Subsection 47-257(e) of CIOA. They should be disclosed in resale certificates [47-270(a)(17)].*
 - *See also the comment to Declaration Section 14.2 concerning the assessment of common expenses related to failure to observe maintenance standards.*

Declaration, Section 21.8 - Repairs Resulting from Negligence.

- *See comments to Declaration Section 14.2 concerning repairs resulting from negligence.*

Declaration, Article XXII - Right to Assign Future Income.

Notwithstanding the requirements of this article:

- The association must give all Homesite Lot Owners written notice of the terms of any loan the association enters into, whether or not the loan is secured by a pledge of future common charges [*Subsection 47-261e(d)*].

- The notice must set out the amount and terms of the loan and the estimated effect of the loan on any common expense assessment, including special assessments.
- The Homesite Lot Owners must be given an opportunity to submit written comments to the board concerning the loan.
- The notice must be sent at least 14 days before the loan closes and in sufficient time to allow the board to consider any comments from the Homesite Lot Owners.

Declaration, Section 24.1 - Required Approvals. Architectural Review Board; and Section 24.2 - Exterior Appearance.

- *See the comments to Declaration Section 15.2 concerning adoption of rules regulating flags, signs, and religious displays.*

Declaration, Section 24.9 - Violations.

- *See the comments to Declaration Section 18.2 concerning notice and hearing.*

Declaration, Section 25.3 - Waiver.

- *See the comments to Bylaws Section 2.2 concerning the board enforcing a right or compromising a claim.*

BYLAWS

Bylaws, Section 2.2 - Powers and Duties.

In addition to the requirements of this section:

- The board must promptly provide notice to the Homesite Lot Owners of legal proceedings in which the association is a party [*Subsection 47-244(c)*]. Legal proceedings include lawsuits in which the association is a plaintiff or defendant and administrative proceedings, such as complaints filed with the Connecticut Commission on Human Rights and Opportunities or applications before a local planning and zoning commission. However, the association is not required to give notice of the following types of proceedings:
 - Actions to enforce the rules of the association. *This exclusion does not extend to actions to enforce the declaration or bylaws.*
 - Foreclosures brought by the association to collect unpaid common charges.
 - Foreclosures brought by the holder of a mortgage on a Homesite Lot.
- The board has the power to decide whether enforcement action is necessary and when to compromise claims [*Subsection 47-244(g)*].
 - The board has no duty to take enforcement action if it determines that:
 - The association's legal position does not justify further action [*Subsection 47-244(g)(1)*];
 - The covenant, restriction or rule at issue either is inconsistent with applicable law, or a court is likely to conclude that it is inconsistent with law [*Subsection 47-244(g)(2)*];
 - Even though a violation may exist or may have occurred, it is not so material that a reasonable person would object or it does not justify expending association resources [*Subsection 47-244(g)(3)*]; or
 - It is not in the association's best interest to take action [*Subsection 47-244(g)(4)*].

- The board's decision not to pursue enforcement under one set of circumstances does not prevent the board from taking action under another set of circumstances [*Subsection 47-244(h)*].
 - If the association decides not to act in one case, it is not forever barred from taking action in a later case [*Subsection 47-244(h)*].
- The board may not be arbitrary or capricious in taking enforcement action [*Subsection 47-244(h)*].
 - There must be some factor that distinguishes one set of circumstances from another, which led to the board taking action in one case but not the other.
 - The minutes of the meeting at which an association decides whether to take action or compromise a claim, or the written resolution itself, should set forth the reasons on which the board based its decision.
 - If the association is facing or has faced a similar situation in which it reached a different decision of whether to proceed, then the resolution should set out what distinguishes the two situations from each other.
- The board may suspend any right or privilege of a Homesite Lot Owner who fails to pay an assessment, but may not [*Subsection 47-244(a)(19)*]:
 - Deny a Homesite Lot Owner or other occupant access to the owner's Homesite Lot or its limited common elements;
 - Suspend a Homesite Lot Owner's right to vote or participate in meetings of the association;
 - Prevent a Homesite Lot Owner from seeking election as a director or officer of the association; or
 - Withhold services provided to a Homesite Lot or a Homesite Lot Owner by the association if the effect of withholding the service would be to endanger the health, safety or property of any person.
- *See comment to Declaration Section 15.2 concerning the adoption of rules.*

Notwithstanding the provisions of Subsection 2.2(u):

- Whenever a committee is authorized to act for the association, as opposed to making recommendations to the board, that committee's meetings are subject to the same requirements as are board meetings [*Subsection 47-250(b)*].

Notwithstanding the provisions of Subsection 2.2(v):

- See comment to Declaration Section 14.5 concerning the ratification of special assessments.

Bylaws, Section 2.3 - Standard of Care.

Notwithstanding the requirements of this section:

- Officers and members of the board not appointed by a declarant shall exercise the degree of care and loyalty to the association required of an officer or director of a corporation organized under Chapter 602 of the Connecticut General Statutes, [The Connecticut Revised Nonstock Corporation Act] and are subject to the conflict of interest rules governing directors and officers under Chapter 602. The standards of care and loyalty described in this section apply regardless of the form in which the association is organized [*Subsection 47-245(a)*].
- No person shall provide or offer to any director or a person seeking election as a director, and no director or person seeking election as a director shall accept, any item of value based on any understanding that the vote, official action or judgment of such director or person seeking election would be or has been influenced thereby [*Subsection 47-245(j)*].

Bylaws, Section 2.5 - Manager.

Notwithstanding the requirements of this section:

- No manager shall campaign for any person seeking election as a director [*Subsection 47-245(k)*].

Bylaws, Section 2.6 - Removal of Members of the Executive Board.

Notwithstanding the requirements of this section:

- A director elected by the Homesite Lot Owners may be removed with or without cause if the number of votes cast in favor of removal exceeds the number of votes

cast in opposition to removal. The vote may be taken either at a meeting or by ballot without a meeting [Section 47-261d(a)].

- *See comment to Bylaws Section 3.8 concerning votes taken without a meeting.*
- If the vote is taken at a meeting, the director being considered for removal must have a reasonable opportunity to speak before the vote is taken. If the vote is taken by ballot without a meeting, the director being considered for removal must be given a reasonable opportunity to deliver information to the Homesite Lot Owners as provided in Subsection 47-252(d) of CIOA [Section 47-261d(b)].
- The Homesite Lot Owners may not consider whether to remove a director unless that subject was listed in the notice of meeting [Section 47-261d(a)].
- *Section 47-261d contains additional provisions relating to associations where the officers are elected by the Homesite Lot Owners, rather than by the executive board. Since your documents do not permit the direct election of officers by the Homesite Lot Owners, these provisions do not apply.*

Bylaws, Section 2.7 - Vacancies.

- *See the comment to Declaration Article XX concerning how vacancies on the board are to be filled.*

**Bylaws, Section 2.8 - Organizational Meeting; and
Section 2.9 - Meetings.**

In addition to the requirements of these sections:

- The board must meet at least two times per year [Subsection 47-250(b)(3)].
- The board may meet by telephonic, video or other conferencing process if the following occur [Subsection 47-250(b)(7)]:
 - The notice of the meeting must state the conferencing process to be used and provide information explaining how Homesite Lot Owners may participate in the conference directly or by meeting at a central location or conference connection; and
 - The process provides all Homesite Lot Owners the opportunity to hear or perceive the discussion and comment on any matter affecting the common interest community or the association during Homesite Lot Owner comment periods.

- *If you are not familiar with the legal and technical procedures for holding meetings by teleconference, do not attempt this without advice.*
- Instead of meeting, the board may act by not less than two-thirds consent of all board members as documented in a record authenticated by its members, noting the consent or nonconsent of each board member. The secretary must promptly give notice to all Homesite Lot Owners of any action taken by not less than two-thirds consent of all board members [Subsection 47-250(b)(9)].
- *See comments to Bylaws Section 2.15 concerning board actions without a meeting.*

Notwithstanding the requirements of these sections:

- Unless a meeting of the board or a committee authorized to act for the association is included in a schedule given to the Homesite Lot Owners, the secretary or other officer specified in the bylaws must give notice of each board meeting to each director and to each Homesite Lot Owner [Subsection 47-250(b)(5)].
 - *A committee is authorized to act for the association when it can exercise one or more of the powers listed in Bylaws Section 2.2 or Section 47-244 of CIOA. A committee is not authorized to act for the association if it only makes recommendations to the board or implements decisions made by the board.*
 - The notice must be given at least five days before the meeting and state the time, date, place and agenda of the meeting.
 - If, at the meeting, the board will vote on a change in the rules, additional notice must be given. *See comment to Declaration Section 18.1 concerning procedures for adopting or amending a rule.*
 - If a schedule of meetings has already been distributed to the Homesite Lot Owners, the association must make copies of the meeting agenda reasonably available to Homesite Lot Owners who wish to obtain it at least 48 hours prior to a meeting.
- If any materials are distributed to the board or a committee authorized to act for the association before the meeting, the board or committee must at the same time make copies of those materials reasonably available to Homesite Lot Owners. This requirement excludes copies of unapproved minutes and materials that are to be considered in executive session [Subsection 47-250(b)(6)]. *The statute does*

not state what the association must do to make copies “reasonably available to Homesite Lot Owners.” We recommend that the association make extra copies which can be picked up by the Homesite Lot Owners at the community and also mail or email copies to Homesite Lot Owners who request them.

- *At each board meeting, or a meeting of a committee authorized to act for the association, the board or committee shall provide a reasonable opportunity for Homesite Lot Owners to comment regarding any matter affecting the common interest community and the association [Subsection 47-250(b)(4)]. The board can adopt reasonable rules and procedures prohibiting Homesite Lot Owners from interrupting the regular conduct of business and the time of other speakers, setting reasonable limits on the number of speakers at any one meeting and the repetitiveness of Homesite Lot Owner comments, and limiting the total time the Homesite Lot Owner comment period may consume during any one meeting.*
- *See the comments to Declaration Sections 19.1 and 19.3 concerning open meetings and executive sessions.*

Bylaws, Section 2.11 - Waiver of Notice.

Notwithstanding the requirements of this section:

- *A director may waive notice to himself or herself only. A director may not waive notice of a board meeting to Homesite Lot Owners [Subsection 47-250(b)(5)].*

Bylaws, Section 2.12 - Quorum of Board Members.

Notwithstanding the requirements of this section:

- *A quorum of the board is present for purposes of determining the validity of any action taken at a meeting of the board only if individuals entitled to cast a majority of the votes on that board are present at the time a vote regarding that action is taken [Subsection 47-251(b)].*
- *If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present is the act of the board unless a greater vote is required by the declaration or bylaws [Subsection 47-251(b)].*

Bylaws, Section 2.13 - Fidelity Bonds.

- *See the comments to Declaration Article XVI concerning fidelity insurance.*

Bylaws, Section 2.15 - Consent to Corporate Action.

Notwithstanding the requirements of this section:

- CIOA was amended in 2015 to permit boards to act without holding a meeting provided at least two-thirds of all directors consent to an action [*Subsection 47-250(b)(9)*].
- If the board decides to act without a meeting by not less than two-thirds consent rather than by unanimous consent, then it should do the following:
 - At the direction of the president, or, in the absence or unavailability of the president, the vice president, the secretary shall give a notice to all of the directors that contains:
 - A statement of the action or actions proposed to be approved by the directors without a meeting;
 - A request that each director indicate consent or nonconsent to each action in a writing or electronic communication authenticated by such director;
 - A deadline by which such authenticated written or electronic communications must be received; and
 - An address or addresses, electronic or otherwise, to which such written or electronic communications must be sent.
 - Upon the passing of the deadline, the secretary shall file the following with the minutes of the board:
 - A copy of the notice, together with proof of the giving of the notice;
 - The written or electronic communications containing the authenticated consents of those directors who consented to one or more of the proposed actions;
 - Any other communications received from the directors in response to the notice, including, but not limited to, any responses from directors who did not consent to one or more of the proposed actions; and

- The names of those directors who did not respond to the notice.
- If, by the deadline set out in the notice, the association has received written or electronic communications containing the authenticated consents of at least two-thirds of all of the directors to one or more of the proposed actions, then such consents shall constitute the approval of the board of such action or actions with the same force and effect as if the action consented to had been adopted at a meeting.

In addition to the requirements of this section:

- If the board acts by not less than two-thirds consent of all board members, the secretary must promptly give notice to all Homesite Lot Owners of the action [Subsection 47-250(b)(9)].
- The board may not act without a meeting on any matter for which notice and comment is required until the association has given at least 10 days advance notice of the proposed action to the Homesite Lot Owners as required by the notice and comment provisions of Declaration Section 18.1 **as modified by this overlay**, and has circulated any comments it receives to all of the directors at or before the time when they are asked to consent to the action.
- The board may not act without a meeting on any matter for which notice and hearing is required until the association has given at least 10 business days advance notice of the hearing and held the hearing during a regular or special meeting of the board as required by the notice and hearing provisions of Declaration Section 18.2 **as modified by this overlay**.

Bylaws, Section 3.1 - Annual Meeting.

In addition to the requirements of this section:

- Homesite Lot Owners shall be given a reasonable opportunity at any Homesite Lot Owners' meeting to comment regarding any matter affecting the common interest community or the association. This Homesite Lot Owner right to comment is not limited to the items on the agenda of the meeting. Ordinarily, it can be best accomplished by a separate Homesite Lot Owner comment period [Subsection 47-250(a)(4)]. *The association may adopt reasonable rules and procedures prohibiting Homesite Lot Owners from interrupting the regular conduct of business and the time of other speakers, setting reasonable limits on the number of speakers at any one meeting and the repetitiveness of Homesite Lot Owner comments, and limiting the total time the Homesite Lot Owner comment period may consume during any one meeting.*

Bylaws, Section 3.2 - Budget Meeting.

- *See the comment to Bylaws Section 3.1. This applies to budget meetings as well.*

Bylaws, Section 3.4 - Special Meetings.

- *See the comment to Bylaws Section 3.1. This applies to special meetings as well.*

Notwithstanding the requirements of this section:

- Homesite Lot Owners having at least 20% of the votes in the association may request that the secretary call a special meeting [Subsection 47-250(a)(2)].
- *See comment to Bylaws Section 3.5 concerning Homesite Lot Owners giving notice if the association secretary fails to act.*
- Only matters described in the meeting notice may be considered at a special meeting [Subsection 47-250(a)(2)].

Bylaws, Section 3.5 - Notice of Meetings.

In addition to the requirements of this section:

- If the association does not notify Homesite Lot Owners of a special meeting within 15 days after the required number or percentage of Homesite Lot Owners request the secretary to do so, the requesting Homesite Lot Owners may directly notify all the Homesite Lot Owners of the meeting [Subsection 47-250(a)(2)].
- *See the comments to Bylaws Section 8.1 concerning notice to Homesite Lot Owners.*

Bylaws, Section 3.7 - Order of Business.

In addition to the agenda items listed in this section:

- The agenda must include a Homesite Lot Owner comment period. *See the comment to Bylaws Section 3.1 concerning how the Homesite Lot Owner comment period must be conducted* [Subsection 47-250(a)(4)].

Bylaws, Section 3.8 - Voting.

- *CIOA has been amended to permit associations to conduct a vote of the Homesite Lot Owners without a meeting. While twenty percent of the Homesite Lot Owners*

can call a meeting, only the board can call for a vote without a meeting. This vote can be taken either by paper ballot or by electronic ballot. While CIOA permits votes to be taken without a meeting, it does not contain all of the rules and procedures needed to conduct such a vote. Neither does it require that any vote be taken without a meeting. For this reason, we do not recommend that any association conduct a vote without a meeting unless it first amends its bylaws or otherwise establishes the necessary procedures for conducting the vote [Subsection 47-252(d)].

Notwithstanding the requirements of this section or any other provisions of the declaration or bylaws:

- The association may not suspend a Homesite Lot Owner's right to vote, to participate in meetings or to run for or hold office because the Homesite Lot Owner is not current in his or her common charges or other payments owed to the association [Subsection 47-244(a)(19)].

Bylaws, Subsection 3.8(a)

In addition to the requirements of this subsection:

- This provision now also applies to votes of the Homesite Lot Owners without a meeting. If only one of several owners of a Homesite Lot is present at a meeting of the association or participating in the vote without a meeting, that owner is entitled to cast all the votes allocated to that Homesite Lot. If more than one of the owners are present at a meeting of the association or participating in the vote without a meeting, the votes allocated to that Homesite Lot may be cast only in accordance with the agreement of a majority in interest of the owners, unless the declaration expressly provides otherwise [Subsection 47-252(b)].

Bylaws, Subsection 3.8(b)

Notwithstanding the requirements of this subsection:

- A single person may not cast votes representing more than 15% of the total votes in the association pursuant to undirected proxies [Subsection 47-252(c)(7)]. *An undirected proxy is a proxy that does not include any directions to the proxy holder concerning how the Homesite Lot Owner wants the proxy holder to vote. However, the bylaws can be amended to eliminate this restriction.*
- The association is permitted to provide Homesite Lot Owners with directed or undirected proxy forms if it so desires. The association may also provide for a

default proxy holder in the event the Homesite Lot Owner does not designate a holder.

Bylaws, Subsection 3.8(d)

Notwithstanding the requirements of this subsection:

- Votes allocated to a Homesite Lot owned by the association shall be cast in any vote of the Homesite Lot Owners in the same proportion as the votes cast on the matter by Homesite Lot Owners other than the association [Subsection 47-252(g)]. *This requirement is of significance only in connection with votes to amend the declaration, to reject the budget, to approve a borrowing, or other votes measured against the total voting power of the association. In these situations, seek advice of counsel.*

Bylaws, Section 4.2 - Election of Officers.

- *CIOA has been amended to permit the Homesite Lot Owners to elect officers but only if the declaration or bylaws provides for such an election. If the governing documents are amended to provide for the election of officers by Homesite Lot Owners, the officers shall be elected by a plurality of the votes cast by the Homesite Lot Owners. Otherwise, the officers are elected by the board [Subsection 47-245(f) and 47-252(b)(4)].*

Bylaws, Section 4.9 - Resale Certificates and Statements of Unpaid Assessments.

Notwithstanding the requirements of this section:

- The fee for furnishing a resale certificate may not exceed \$125 plus:
 - If the association furnishes paper copies of documents, five cents per page furnished; or
 - If the association furnishes electronic copies of documents, ten dollars for all of the electronic copies [Subsection 47-270(b)(1)].
- The amendments to CIOA have added several requirements to what must be included in a resale certificate and they are listed below [Subsection 47-270(a)]. *If you need help preparing an updated form resale certificate, please contact us.*
 - A statement of the amount of any reserves for capital expenditures [Subsection 47-270(a)(5)].

- A list of any pending suits or administrative proceedings in which the association is a party. This new requirement includes any pending foreclosures brought by the association or any other holder of a lien against the Homesite Lot. However, it does not include other types of collections [Subsection 47-270(a)(7)].
- If the association has adopted a list of standard fixtures, improvements and betterments that are covered by the association's insurance, the copy of the list must be included in the resale certificate [Subsection 47-270(a)(8)].
- A statement disclosing the number of Homesite Lots whose owners are at least 60 days' delinquent in paying their common charges on a specified date within 60 days of the date the certificate is issued [Subsection 47-270(a)(14)].
- A statement disclosing the number of foreclosures filed by the association during the past 12 months [Subsection 47-270(a)(15)].
- A statement disclosing the number of foreclosures filed by the association which are still pending as of a specified date. That date must be within 60 days of the issuance of the resale certificate [Subsection 47-270(a)(15)].
- A statement disclosing the most recent fiscal period within the five years preceding the date on which the certificate is being furnished for which an independent certified public accountant reported on a financial statement, and whether such report on a financial statement was a compilation, review, or audit [Subsection 47-270(a)(16)].
- Any established maintenance standards adopted by the association [Subsection 47-270(a)(17)]. *See comments to Declaration Section 14.2 concerning common charges attributable to fewer than all Homesite Lots.*

Bylaws, Article V - Operation of the Property.

- *See the comments to Declaration Section 18.2 concerning notice and hearing.*

Bylaws, Section 7.1 - Records and Audits.

In addition to the requirements of this section:

- *See the list of records that the association must maintain set out in the comments to Bylaws Section 7.3.*

Notwithstanding the requirements of this section:

- The minutes of each board meeting shall contain a record of how each director cast his or her vote on any final action proposed to be taken by the board, unless such action was approved either by unanimous consent of the board or without objection by any director [Subsection 47-250(b)(8)].
- See comments to Bylaws Section 7.2 concerning examination of records.

Bylaws, Section 7.2 - Examination.

In addition to the requirements of this section:

- Except as discussed below, all records retained by the association must be available for examination and copying by a Homesite Lot Owner or the owner's agent.
- As an alternative to having the records available during normal business hours, the association may make them available at a time and location that is mutually convenient to it and the Homesite Lot Owner [Subsection 47-260(b)(1)].
- Examination of records must be permitted upon reasonable notice, which means five days' notice in a written or electronic communication that identifies the specific records of the association that the Homesite Lot Owner is requesting [Subsection 47-260(b)(2)].
- The association has no obligation to compile or create information in response to a request by a Homesite Lot Owner for the inspection and copying of its records [Subsection 47-260(g)].
- Any information that the association provides in response to a request by a Homesite Lot Owner for the inspection and copying of its records may not be used for commercial purposes [Subsection 47-260(h)].

Notwithstanding the requirements of this section:

- The association must withhold its records from inspection and copying to the extent that they concern the following matters: [Subsection 47-260(c)]
 - Personal information, which means information capable of being associated with a particular individual through one or more identifiers, including, but not limited to, a Social Security number, a driver's license number, a state identification card number, an account number, a credit or

debit card number, a passport number, an alien registration number or a health insurance identification number, and does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records or widely distributed media.

- Personnel, salary, and medical records relating to any specific individual, unless the individual agrees to waive the records' protection from disclosure to the requesting Homesite Lot Owner.
- Information whose disclosure would violate any law, including but not limited to, CIOA as amended.
- The association may withhold the following records from inspection and copying that concern the following matters [*Subsection 47-260(d)*]:
 - Contracts, leases, and other commercial transactions for the purchase of goods or services that are under current negotiation;
 - Existing or potential litigation or mediation, arbitration, or administrative proceedings;
 - Existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for the enforcement of the declaration, bylaws, or rules;
 - Communications with the association's attorney that are protected by the attorney-client privilege or the attorney work-product doctrine; in other words, confidential communications between the attorney and the association for the provision of legal advice and documents prepared by the attorney for the association in connection with existing or potential lawsuits involving the association;
 - Records of an executive session of the board; and
 - Files and records for individual Homesite Lots other than the Homesite Lot of the requesting Homesite Lot Owner.
- *The association should consider adopting a policy concerning the inspection of the foregoing records.*

- The association may charge a reasonable fee for providing copies of any records and for supervising the Homesite Lot Owner's inspection of the records [Subsection 47-260(e)].
- The right to copy records includes the right to receive copies by photocopying or other means, including copies sent by electronic transmission if the association has the capability to send copies in this way and the Homesite Lot Owner requests that they be sent in this way [Subsection 47-260(f)].

Bylaws, Section 7.3 - Statutory Records.

In addition to the requirements of this section, the association must keep the following records:

- Detailed records of receipts and expenditures affecting the operation and administration of the association and other appropriate accounting records [Subsection 47-260(a)(1)].
- Minutes of meetings of the association's Homesite Lot Owners and board, a record of all actions taken by the Homesite Lot Owners or board without a meeting and a record of all actions taken by a committee in place of the board on behalf of the association. Minutes of meetings of the board in executive session are optional [Subsection 47-260(a)(2)].
- The names of Homesite Lot Owners in a form that permits the association to prepare a list of the names of all owners and the addresses at which the association communicates with them, in alphabetical order showing the number of votes each owner is entitled to cast [Subsection 47-260(a)(3)].
- The association's original or restated organizational documents, the association's bylaws and all amendments to them, and all rules of the association that are currently in effect [Subsection 47-260(a)(4)].
- All financial statements and tax returns of the association for the past three years [Subsection 47-260(a)(5)].
- A list of the names and addresses of the association's current directors and officers [Subsection 47-260(a)(6)].
- The association's most recent annual report that was delivered to the Secretary of the State [Subsection 47-260(a)(7)].

- A record of the existence of any pending lawsuits or administrative proceedings in which the association is a party [*Subsection 47-260(a)(8) and Subsection 47-270(a)(7)*].
- If the association must insure the Homesite Lots and decides to exclude from coverage certain improvements or betterments installed in the Homesite Lots by the Homesite Lot Owners, the schedule of standard fixtures, improvements, and betterments in the Homesite Lots that are covered by the association's insurance [*Subsection 47-260(a)(8) and Subsection 47-270(a)(8)*].
- A record of all foreclosure actions brought by the association within the previous 12 months [*Subsection 47-260(a)(8) and Subsection 47-270(a)(15)*].
- Any Homesite Lot maintenance standards adopted by the association under Subsection 47-257(e) of the Common Interest Ownership Act [*Subsection 47-260(a)(8) and Subsection 47-270(a)(17)*].
- Copies of current contracts to which the association is a party [*Subsection 47-260(a)(9)*].
- Records of actions by the board or a committee to approve or deny any requests by Homesite Lot Owners for design or architectural approval from the association [*Subsection 47-260(a)(10)*].
- Ballots, proxies, and other records relating to voting by Homesite Lot Owners, for a period of one year after the election, action, or vote to which they relate [*Subsection 47-260(a)(11)*].

Bylaws, Section 7.4 - Form Resale Certificate.

In addition to the disclosures previously required by Subsection 47-270(a) of the Act:

- *The CIOA Amendments have changed what must be included in resale certificates. See comments to Bylaws Section 4.9 concerning resale certificates. If you need help preparing an updated form resale certificate, please contact us.*

Bylaws, Article VIII - Miscellaneous

In addition to the requirements of this article:

- Meetings of the association (Homesite Lot Owner meetings) shall be conducted in accordance with the most recent edition of *Robert's Rules of Order Newly Revised*, unless (1) the declaration, bylaws, or other law requires that the

association follow a different procedure or (2) Homesite Lot Owners casting two-thirds of the votes allocated to owners present at the meeting may act to suspend those rules [Subsection 47-250(c)].

Bylaws, Section 8.1 - Notices.

Notwithstanding the requirements of this section:

- If a Homesite Lot Owner furnishes the association with a mailing address that is not the Homesite Lot, the association should send notices to that address rather than the Homesite Lot. These notices can be given by hand delivery, U.S. mail with postage paid, or commercially reasonable delivery service [Subsection 47-261c(a)].
- If the Homesite Lot Owner furnishes the association with an electronic (e-mail or fax) address, the association may give notice to the Homesite Lot Owner by electronic means at the electronic address [Subsection 47-261c(a)].
 - *We recommend the use of a form in which the Homesite Lot Owner designates his or her electronic address, agrees to receive notices from the association by electronic means only, and agrees to notify the association of changes to his or her electronic address.*
 - *Electronic notice may not be used for hearings held under Subsection 47-278(c) or (d) of CIOA. There are separate and different requirements for notice of hearings before the association brings an action or institutes a proceeding against a Homesite Lot Owner and notices of hearings held at the request of a Homesite Lot Owner seeking to enforce the documents or CIOA. See the comments to Declaration Section 18.2.*
- Notices are effective when sent [Subsection 47-261c(b)].

Bylaws, Section 8.3 - Waiver.

- *See the comments to Bylaws Section 2.2 concerning the board enforcing a right or compromising a claim.*

Bylaws, Section 8.5 - Amendments.

- *See the comment to Declaration Article XX concerning board limitations.*

RULES

Rules, General, Section 1.

- *This section may establish maintenance standards as described in Subsection 47-257(e) of CIOA. It should be disclosed in resale certificates [47-270(a)(17)].*
 - *See also the comment to Declaration Section 14.2 concerning the assessment of common expenses related to failure to observe maintenance standards.*