AMENDED BYLAWS
OF
THE FAIRWAYS AT TORRINGTON ASSOCIATION, INC.

ARTICLE 1
Introduction

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

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

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

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

ARTICLE 2
Board of Directors

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

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

(c) At any meeting at which Board Members are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with the Act, the Declaration, these Bylaws, or the Nonstock Corporation Act.

(d) Directors shall take office upon their election. The terms of at least two (2) of the members of the Board of Directors shall expire annually, as established in a resolution of the members setting terms. Despite the expiration of a Director's term, the incumbent Director continues to serve until such Director's successor is elected and qualifies or the number of directorships is decreased.

(e) The Board of Directors shall elect the officers. The Board of Directors members and officers shall take office upon election.

(f) For purposes of electing Board Members the Association shall call and give not less than ten (10) nor more than sixty (60) days notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

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

Section 2.2 – Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, the Bylaws, or the Act. The Executive Board acts only pursuant to the procedures set out in the Declaration, the Bylaws, the Association's certificate of incorporation or the Act. The activities of the Association are administered by its officers and designated agents in performing their authorized functions. The Executive Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include, but not be limited to, the power to do the following:

(a) Shall adopt and may amend Bylaws, and may adopt and amend Rules;

(b) Shall adopt and may amend budgets, may adopt and amend special assessments, and may invest funds of the Association;

(c) May collect assessments for Common Expenses from unit owners;

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

(e) May institute, defend or intervene in litigation or in arbitration, mediation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Common Interest Community, subject to the limitations placed on the authority to institute and maintain proceedings alleging construction defects set out in Section 47-261f of the Act;

(f) May make contracts and incur liabilities;

(g) May regulate the use, maintenance, repair, replacement and modification of Common Elements;

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

(i) May acquire, hold, encumber and convey in its own name any right, title or interest to real property or personal property, but the Common Elements may be conveyed or subjected to a security interest only pursuant to Section 47-254 of the Act.

(j) May grant easements, for any period of time including permanent easements, and leases, licenses and concessions for no more than one year through or over the Common Elements;

(k) May impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subdivisions (2) and (4) of Section 47-221 of the Act, and for services provided to Unit Owners;

(l) May impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, and Rules of the Association;

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

(n) May provide for the indemnification of its officers and Executive Board and maintain directors' and officers' liability insurance;

(o) Subject to the Declaration and Subsection 47-261e(d) of the Act, may assign its right to future income, including the right to receive Common Expense assessments;

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

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

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

(s) May require, by regulation, that disputes between the Executive Board and Unit Owners or between two or more Unit Owners regarding the Common Interest Community must be submitted to nonbinding alternative dispute resolution in the manner described in the regulation as a prerequisite to commencement of a judicial proceeding;

(t) May suspend any right or privilege of a Unit Owner who fails to pay an assessment, but may not:

(i) Deny a Unit Owner or other occupant access to the Owner's Unit or its Limited Common Elements;

(ii) Suspend a Unit Owner's right to vote or participate in meetings of the Association;

(iii) Prevent a Unit Owner from seeking election as a Director or officer of the Association; or

(iv) Withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any person.

(u) By resolution, establish committees of Directors, pursuant to the provisions of Article III below.

(v) The Board of Directors shall establish a written collection policy for all sums owed the Association in accordance with the provisions of Section 47-258 of the Act, as amended. A copy of the collection policy shall be available to all Unit Owners upon request.

(w) May adopt and enforce Maintenance Standards for Units.

(x) The Executive Board promptly shall provide notice to the Unit Owners of any legal proceeding in which the Association is a party other than proceedings involving enforcement of Rules, recovery of unpaid assessments or other sums due the Association, or defense

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

(y) If a tenant of a Unit Owner violates the Declaration, ByLaws or Rules and Regulations of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may:

(i) Exercise directly against the tenant the powers described in subdivision (l) of this section 2.2;

(ii) After giving notice to the tenant and the Unit Owner and an opportunity to be heard, levy reasonable fines against the tenant or Unit Owner, or both, for the violation; and

(iii) Enforce any other rights against the tenant for the violation which the Unit Owner as landlord could lawfully have exercised under the lease, including any such right to bring a summary process action under Connecticut General Statutes Chapter 832.

(iv) The rights referred to in subdivision (iii) of subsection (y) of this section may only be exercised if the tenant or Unit Owner fails to cure the violation within ten days after the Association notifies the tenant and Unit Owner of that violation.

(z) Unless a lease otherwise provides, this section does not:

(i) Affect rights that the Unit Owner has to enforce the lease or that the Association has under other law; or

(ii) Permit the Association to enforce a lease to which it is not a party except to the extent that there is a violation of the Declaration, ByLaws or Rules and Regulations.

(aa) The Executive Board may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commencing an action for a violation of the Declaration, ByLaws and Rules and Regulations, including whether to compromise any claim for unpaid assessments or other claim made by or against it. The Executive Board does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented:

(i) The Association's legal position does not justify taking any or further enforcement action;

(ii) The covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with law;

(iii) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or

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

(bb) The Executive Board's decision under subsection (f) of this section not to pursue enforcement under one set of circumstances does not prevent the Executive Board from taking enforcement action under another set of circumstances, except that the Executive Board may not be arbitrary or capricious in taking enforcement action.

Section 2.3 – Executive Board Limitations.

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

(a) To amend the Declaration,

(b) To terminate the Common Interest Community,

(c) To elect Directors, but the Executive Board may fill vacancies in its membership until the next meeting at which Directors are elected, or

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

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

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

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

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

(a) The Unit Owners present in person or by proxy at a meeting at which a quorum is present, or voting by ballot as provided in these Bylaws and the Act, may remove any member of the Executive Board, with or without cause, if the number of votes cast in favor of removal exceeds the number of votes cast in opposition to removal, except that the Unit Owners may not consider whether to remove a member of the Executive Board at a meeting of Unit Owners unless that subject was listed in the notice of the meeting or in the notice of vote by ballot.

(b) At any meeting at which a vote to remove a member of the Executive Board, the member being considered for removal must have a reasonable opportunity to speak before the vote is taken. If the vote is taken by ballot, the member being considered for removal shall be given a reasonable opportunity to deliver information to the unit owners as provided in the provisions of the Act and these Bylaws relating to votes by ballot.

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

(a) If the vacancy occurs when all Directors are elected by Unit Owners, then:

(i) If the vacancy was not created by the removal of the Director by the Unit Owners, the vacancy may be filled for the time specified in Section 2.2(c) by vote of a majority of the remaining directors at a special meeting of the Executive Board held for that purpose at any time after the occurrence of the vacancy, even though the Directors present at such meeting may constitute less than a quorum.

(ii) If the vacancy was created by the removal of a Director by the Unit Owners, then the vacancy shall be filled by vote of the Unit Owners. Such vote may be taken at the meeting at which the Director is removed, or by the same ballot by which the Director was removed, or a subsequent ballot vote, or at a special or annual meeting of Unit Owners following the creation of the vacancy.

(b) Each person so elected or appointed by the Executive Board pursuant to Section 2.8 (a) above shall be a Director for the unexpired term of the directorship being filled or, if earlier, until the next regularly scheduled meeting at which Directors are elected, at which time the Unit Owners shall elect a Director to serve the remainder of the term, if any. Each person so elected by Unit Owners shall serve the unexpired portion of the term of the Director being replaced.

Section 2.9 – Executive Board Meetings.

(a) First Meeting after Unit Owners Annual Meeting. The first regular meeting of the Executive Board following each annual meeting of the Unit Owners shall be the organizational meeting held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at the meeting at which such Executive Board or members of it shall have been elected or, if no time and place is so fixed by the Unit Owners, then as determined by the president of the Association.

(b) Regular Meetings. The Executive Board may set a schedule of regular meetings by resolution. The schedule of Executive Board meetings shall be given to Unit Owners. Notwithstanding any actions taken by the Executive Board by unanimous consent, there shall be at least two regular meetings of the Executive Board each year.

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

Section 2.10 – Open Meetings.

(a) Except during executive sessions, all meetings of the Executive Board or any committee established by the Executive Board that is designated to act for the Executive Board in the exercise any of the powers of the Executive Board under the Declaration shall be open to all Unit Owners and to a representative designated by a Unit Owner

(b) At each Executive Board meeting, the Executive Board shall provide a reasonable opportunity for Unit Owners to comment regarding any matter affecting the Common Interest Community and the Association.

(c) This opportunity may be in the form of a comment period at a designated time during the meeting. The Executive Board may adopt reasonable rules and procedures for the conduct of the comment period, including limitations on the length of the comment period and the length of individual comments.

(d) Nothing in this Section shall permit Unit Owners who are not members of the Executive Board to participate in the conduct of Executive Board meetings outside of any comment period or other opportunities for comment and input established by the Executive Board.

(e) A gathering of Executive Board members at which the Executive Board members do not conduct Association business is not a meeting of the Executive Board. The Executive board and its members may not use incidental or social gatherings of Executive Board members or any other method to evade the open meeting requirements of this Section.

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

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

(i) consult with the Association's attorney concerning legal matters;

(ii) discuss existing or potential litigation or mediation, arbitration or administrative proceedings;

(iii)discuss labor or personnel matters;

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

(v) prevent public knowledge of the matter to be discussed if the executive board or committee determines that public knowledge would violate the privacy of any person.

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

Section 2.13 – Notices of Meetings.

(a) Unless the meeting is included in a schedule given to the Unit Owners or the meeting is called to deal with an emergency, the secretary shall give notice of each Executive Board meeting to each Executive Board Member and to the Unit Owners. The notice shall be given at least five (5) days before the meeting and shall state the time, date, place and agenda of the meeting, except that notice of a meeting to adopt, amend or repeal a Rule is governed by the Declaration and the ByLaws and notice of an Executive Board meeting to adopt, amend or repeal any Bylaw is governed by the Bylaws. If notice of the meeting is included in a schedule given to the Unit Owners, the secretary or other officer specified in the bylaws shall make available an agenda for such meeting to each Board Member and to the Unit Owners not later than forty-eight hours prior to the meeting.

(b) Special meetings of the Executive Board to deal with an emergency situation that requires consideration or action by the Executive Board sooner than could be accommodated if the notice requirements of subsection (a) had to be observed, may be called by the president or a majority of the directors on such notice as the authority calling the meeting deems appropriate in the circumstances. Notice of matters considered and actions taken, if any, at the meeting shall be provided to the Unit Owners.

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

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

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

(a) The meeting notice states the conferencing process to be used and provides information explaining how Unit Owners may participate in the conference directly or by meeting at a central location or conference connection; and

(b) The process provides all Unit Owners the opportunity to hear or perceive the discussion and offer comments regarding any matter affecting the Common Interest Community and the Association to the same extent as at in-person Executive Board meetings.

Section 2.16 – Quorum and Voting.

(a) A quorum of the Executive Board for the taking of any action by the Executive Board at any meeting is present only if a majority of the members of the Executive Board is present at the time a vote regarding the action is taken.

(b) Each Director shall have one equal vote on matters voted on by the Executive Board or Special Board Committee of the Executive Board that is authorized to act on behalf of the Executive Board pursuant to Subsection Section 3.1.

(c) If a quorum is present at any meeting of the Executive Board when a vote is taken, the affirmative vote of a majority of the members of the Executive Board present at the time of the vote is the act of the Executive Board, unless the Declaration or other provisions of these Bylaws requires a greater vote.

(d) Unless the Executive Board is meeting by telephonic, video or other conferencing process, some, but not all of the Directors, may participate in a regular or special meeting by, or to conduct the meeting through the use of, any means of communication by which all Directors participating in the meeting may

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

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

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

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

ARTICLE 3
Committees

Section 3.1 – Special Board Committees.

(a) The Executive Board may, by resolution, establish one or more committees (herein, a "Special Board Committee") who may exercise the power of the Executive Board to the extent specified by the Executive Board in the resolution establishing the Special Board Committee. The members of a Special Board Committee shall consist of those Directors that are appointed by the Executive Board to such Special Board Committee. The membership of a Special Board Committee shall, at all times, be limited to incumbent Directors. Except as provided in Subsection (b) below, each such Special Board Committee shall maintain minutes of its meetings and shall provide copies thereof to the full Executive Board and keep the Executive Board informed of its meetings and activities, including, without limitation, any exercise of the power of the Executive Board by such Special Board Committee.

(b) A Special Board Committee shall not have the authority or power to do any act that the full Executive Board does not have the authority or power to do and, in all events, may not:

(i) Approve or recommend to Unit Owners any action that requires the consent of Unit Owners;

(ii) Fill vacancies on the Executive Board or, unless authorized in the Executive Board resolution creating the Special Board Committee, on any Special Board Committee;

(iii) Adopt, amend, or repeal Bylaws;

(iv) Approve a plan of merger;

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

(vi) Approve a sale, lease, or exchange of all, or substantially all, of the Association's property or a mortgage, pledge or other encumbrance on any Association asset; or

(vii) Dissolve the association.

(viii) The Executive Board may appoint one or more Directors as alternate Directors of any Special Board Committee to replace any absent or disqualified Director on the Special Board Committee during the Director's absence or disqualification. If authorized by the resolution creating the Special Board Committee, in the absence or disqualification of a Director on an Special Board Committee, the Directors present at any meeting of a Special Board Committee and not disqualified from voting may, by unanimous vote, appoint another member of the Executive Board to act in place of the absent or disqualified Director.

(ix) Special Board Committees shall be subject to and shall comply with all requirements applicable to meetings of the Executive Board, including, without limitation, requirements relating to notice, locations of meetings, Unit Owner participation in meetings, and quorum and voting requirements.

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

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

ARTICLE IV
Unit Owners

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

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

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

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

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

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

(i) a statement of the general nature of any proposed amendment to the Declaration, including the proposed text of the proposed amendment and the text of any provision proposed to be removed;

(ii) a statement of the general nature of any proposed amendment to the Bylaws, including the text of any prosed amendment and the text of any provision proposed to be removed

(iii) any budget changes; and

(iv) any proposal to remove any Director.

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

Special Notice Provisions pursuant to the Act:

(a) Subsection 47-250(b)(5) – Notice to unit owners of date, time, place and agenda of non-scheduled or non-emergency executive board meetings

(b) Subsection 47-250(b)(7)(A) – Information about unit owner participation where executive board meets by telephonic, video or other conferencing process Subsections 47-261b(a)(1) and Text of rule that is proposed to be repealed, amended or adopted and date of expected executive board action on
the adoption, amendment or repeal of a rule.

(c) Subsections 47-261d(a)(3) – Notice of intent of proposal to remove member of executive board or officer.

(d) Subsection 47-261e(a) – Summary of budget, statement of reserves and basis for calculation and funding of reserves for meeting of unit owners to consider approval of periodic budget.

(e) Subsection 47-261e(b) – Summary of proposed special assessment to be presented to unit owners for approval

Section 4.7 – Waiver of Notice.

(a) Any Unit Owner may waive notice of any meeting. The waiver must be in writing, signed by the Unit Owner and filed with the minutes of the meeting.

(b) Attendance by a Unit Owner at any meeting of the Unit Owners:

(i) Shall constitute a waiver of notice unless the Unit Owner at the beginning of the meeting objects to holding the meeting, or transacting business at the meeting; and

(ii) Shall constitute a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Unit Owner objects to considering the matter when it is presented.

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

Section 4.9 – Opportunity for Unit Owner Comment.

(a) At each meeting of Unit Owners, the Unit Owners shall be given a reasonable opportunity to comment regarding any matter affecting the Common Interest Community and the Association.

(b) This opportunity may be in the form of a comment period at a designated time during the meeting. The Executive Board may adopt reasonable rules and procedures for the conduct of the comment period, including limitations on the length of the comment period and the length of individual comments.

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

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

2. Proof of notice of meeting.

3. Consideration and approval of minutes of preceding meeting.

4. Reports, as applicable, and as determined by the Executive Board of the property manager, the president, other officers, Special Board Committees, if any, Advisory Committees, if any.

5. Establish number of memberships of the Executive Board (if applicable).

6. Election of inspectors of election (when required).

7. Election of Directors (when required).

8. Consideration of ratification of Budget (if required).

9. Consideration of ratification of Special Assessment (when applicable)

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

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

12. Unit Owner Comment

Section 4.11 – Moderator of Meetings.

(a) The president shall preside at each meeting of Unit Owners unless, in light of the nature of the proceeding or the nature of the agenda items, the Executive Board or the president determines to designate another person to act as chairperson and preside at the meeting for all or a portion of the meeting as specified by the Executive Board or the chair of the meeting, as the case may be.

(b) It may, from time to time, be necessary or appropriate for the president of the Association, as its chief executive officer, or for another officer chairing a meeting to participate in the debate on a topic at an Association meeting, something that the individual chairing a meeting may not do. In such case, the person chairing the meeting may relinquish the chair in order to participate in the debate and the Unit Owners may select a moderator to chair the meeting. If the person chairing a meeting relinquishes the chair to participate in the debate on an issue, such person may not resume chairing the meeting until the debate and, if applicable, vote on the issue has concluded.

(c) The chairperson selected by the Unit Owners need not be a Unit Owner, Director or officer.

Section 4.12 – Voting – Generally.

(a) If only one of several owners of a Unit is present at a meeting of the Association, in person or by proxy, that owner is entitled to cast all the Votes allocated to that Unit. If more than one of the owners of the Unit is present, in person or by proxy, the Votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Unit Owners. There is majority agreement if any one of the owners casts the Votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

(b) If a Unit is owned by a corporation, partnership, limited liability company, trust, or other legal entity, the natural person designated in a record provided to the

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

(c) Votes allocated to a Unit owned by the Association shall be cast in any vote of the Unit Owners in the same proportion as the Votes cast on the matter by Unit Owners other than the Association.

(d) In the case of amendments to the Declaration, or agreements to the assignment of the Association's rights to future income, Unit Owners may also indicate their assent by written agreement.

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

(a) Votes allocated to a Unit may be cast at a meeting of Unit Owners pursuant to a directed or undirected proxy duly executed by the Unit Owner of the Unit. The proxy may be given to any individual, whether or not a Unit Owner, or to the holder of an office in the Association, such as the president or the secretary. A proxy may not be given to the Executive Board as a body but a proxy may be given to an individual who is a member of the Executive Board.

(b) The Association may provide a proxy form to any Unit Owner who seeks to vote pursuant to a directed or undirected proxy. If the Association provides a proxy form, the proxy form, (A) shall include a blank space reserved for the insertion of the name of the proxy holder, and (B) may include the name of a person designated by the Association to be the default proxy holder, who shall be authorized to exercise the proxy in the event the Unit Owner fails to otherwise specify the name of the proxy holder subject to the limitations set forth in this subsection;

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

(d) A Unit Owner may revoke a proxy only by actual notice of revocation to the person presiding over the meeting of the Association.

(e) A proxy is void if it is not dated or purports to be revocable without notice.

(f) A proxy terminates one (1) year after its date, unless it specifies a shorter term.

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

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

(a) The Association shall notify the Unit Owners that the vote will be taken by ballot;

(b) The Association shall deliver a paper or electronic ballot to every Unit Owner entitled to vote on the matter;

(c) The ballot must set forth each proposed action to be voted on or office to be filled and provide an opportunity to vote for or against the action or the candidate for office;

(d) When the Association delivers the ballots, it shall also:

(i) Indicate the number of responses needed to meet the quorum requirements;

(ii) State the percentage of votes necessary to approve each matter other than election of Directors;

(iii) Specify the time and date by which the ballot must be delivered to the Association to be counted, which time and date may not be fewer than three (3) days after the date the Association delivers the ballot; and

(iv) Describe the time, date and manner by which Unit Owners wishing to deliver information to all unit owners regarding the subject of the vote may do so;

(e) Except as otherwise provided in the Declaration or these Bylaws, a ballot is not revoked after delivery to the Association by death or disability or attempted revocation by the person that cast that vote; and

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

(g) The resolution of the Executive Board for a vote of Unit Owners without meeting may (A) require that the vote be by secret ballot in accordance with procedures specified by the Executive Board in its resolution and (B) specify

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

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

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

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

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

(a) The Declaration, the Bylaws, the Act, or other applicable law provides otherwise; or

(b) Two-thirds ($^2/_3$) of the Votes allocated to Unit Owners present at the meeting, in person or by proxy, vote to suspend those rules.

ARTICLE V
Officers

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6
Enforcement

Section 6.1 – Fine for Violation. By resolution, following Notice and Hearing, the Board of Directors may levy a reasonable fine in an amount established from time to time by the Board of Directors for each day that a violation of the Documents or Rules has previously occurred and/or persists after such Notice and Hearing, but such amount shall not exceed the amount necessary to ensure compliance with the rule or order of the Board of Directors.

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

(i) The Unit Owner shall have the right to give testimony orally or in writing at the Hearing, either personally or through a representative, and the Executive Board shall consider such testimony in making a decision whether to bring an action or institute a proceeding against such Unit Owner.

(ii) The Executive Board shall make such decision and the Association shall send such decision in writing by certified mail, return receipt requested, and by regular mail, to the Unit Owner, not later than thirty (30) days after the Hearing.

(iii) These provisions of subdivision (a) of this subsection shall not apply to an action brought by the Association against a Unit Owner (A) to prevent immediate and irreparable harm, or (B) to foreclose a lien for an assessment attributable to a unit or fines imposed against a Unit Owner pursuant to the Declaration and the Act.

(iv) Any Unit Owner seeking to enforce a right granted or obligation imposed by the Act, the Declaration, the ByLaws or the Rules against the Association or another unit owner may submit a written request to the Association for a Hearing before the Executive Board. Such request shall include a statement of the nature of the claim against the Association or another Unit Owner.

(v) Not later than thirty (30) days after the Association receives such request, the Association shall schedule a Hearing to be held during a regular or special meeting of the Executive Board and shall send written notice by certified mail, return receipt requested, and by regular mail, to the unit owner at least ten (10) business days prior to the date of such Hearing. Such notice shall include the date, time and place of the Hearing. Such Hearing shall be held not later than forty-five (45) days after the Association receives such request.

(vi) The Executive Board shall make a decision on the Unit Owner's claim and the Association shall send such decision in writing by certified mail, return receipt requested, and by regular mail, to the Unit Owner, not later than thirty days (30) after the Hearing.

(vii) The failure of the Association to comply with the provisions of this subsection shall not affect a Unit Owner's right to bring an action pursuant to the Act.

ARTICLE 7
Indemnification

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

ARTICLE 8
Records

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

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

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

(b) Minutes of all meetings of the Unit Owners and the Executive Board other than executive sessions, a record of all actions taken by the Unit Owners or the Executive Board without a meeting, and a record of all actions taken by a committee in place of the Executive Board on behalf of the Association;

(c) The names of unit owners in a form that permits preparation of a list of the names of all Unit Owners and the addresses at which the Association communicates with the Unit Owners, in alphabetical order showing the number of Votes each Unit Owner is entitled to cast;

(d) The Association's original or restated organizational documents, if required by law other than the Act, Bylaws and all Amendments to the Bylaws, and all Rules currently in effect;

(e) All financial statements and tax returns of the Association for the past three years;

(f) A list of the names and addresses of the Association's current directors and officers;

(g) The Association's most recent annual report delivered to the Secretary of the State, if any;

(h) Financial and other records sufficiently detailed to enable the Association to comply with section 47-270 of the Act;

(i) Copies of current contracts to which the Association is a party;

(j) Records of Executive Board or committee actions to approve or deny any requests for design or architectural approval from Unit Owners;

(k) Ballots, proxies and other records related to voting by Unit Owners for one year after the election, action or vote to which they relate; and

(l) Collection Policy.

Section 8.3 – Examination and Copying of Records.

(a) Subject to Subsections (b) and (c) of this Section, all records retained by the Association shall be available for examination and copying by a Unit Owner or the Unit Owner's authorized agent:

(i) During reasonable business hours or at a mutually convenient time and location; and

(ii) Upon five days' notice in a record reasonably identifying the specific records of the Association requested.

(b) Records retained by the Association shall be withheld from inspection and copying to the extent that they concern:

(i) Personnel, salary and medical records relating to specific individuals, unless waived by the persons to whom such records relate; or

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

(c) Except as provided in Subsection (d), records retained by the Association shall be withheld from inspection and copying to the extent that they concern:

(i) Contracts, leases and other commercial transactions to purchase or provide good or services, currently being negotiated;

(ii) Existing or potential litigation or mediation, arbitration or administrative proceedings;

(iii) Existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Declaration, bylaws or rules;

(iv) Communications with the Association's attorney which are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;

(v) Records of an executive session of the executive board; or Individual unit files other than those of the requesting owner.

(d) Records withheld from inspection under Subsection (c) above may be made available for inspection and copying only if and only to the extent that the Executive Board, in its sole discretion, determines that they should be made available.

(e) The Association may charge a reasonable fee for providing copies of any records under this Section and for supervising the Unit Owner's inspection.A right to copy records under this Section includes the right to receive copies by photocopying or other means, including copies through an electronic transmission if available, upon request by the Unit Owner.

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

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

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

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

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

(i) A statement disclosing the effect on the proposed disposition of any right of first refusal or other restraint on the free alienability of the unit held by the Association;

(ii) a statement setting forth the amount of the periodic common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling Unit Owner;

(iii) a statement of any other fees payable by the owner of the unit being sold;

(iv) a statement of any capital expenditures in excess of one thousand dollars ($1,000.00) approved by the Executive Board for the current and next succeeding fiscal year;

(v) a statement of the amount of any reserves for capital expenditures;

(vi) the current operating budget of the Association;

(vii) a statement of any unsatisfied judgments against the Association and the existence of any pending suits or administrative proceedings in which the Association is a party, including foreclosures but excluding other collection matters;

(viii) a statement of the insurance coverage provided for the benefit of Unit Owners, including any schedule of standard fixtures, improvements and betterments in the units covered by the Association's insurance that the Association prepared pursuant to subsection (b) of section 47-255 of the Act, as amended;

(ix) a statement of any restrictions in the Declaration affecting the amount that may be received by a Unit Owner on sale, condemnation, casualty loss to the unit or the Association or termination of the Association;

(x) the name of the statutory agent for service of process filed with the Secretary of the State pursuant to section 47-244a of the Act, as amended;

(xi) a statement describing any pending sale or encumbrance of common elements;

(xii) a statement disclosing the effect on the unit to be conveyed of any restrictions on the owner's right to use or occupy the unit or to lease the unit to another person;

(xiii) a statement disclosing the number of units whose owners are at least sixty days delinquent in paying their common charges on the date of the statement;

(xiv) a statement disclosing the number of foreclosure actions brought by the Association during the past twelve (12) months and the number of such actions pending on a specified date within sixty (60) days of the date of the statement; and

(xv) any established maintenance standards adopted by the Association pursuant to subsection (e) of section 47-257 of the Act, as amended.

ARTICLE 9
Notices

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

Section 9.2 – Notices from Association to Unit Owners.

(a) Unless the Act, the Declaration or these Bylaws requires a different manner of giving notice, any notice required to be delivered by the Association to Unit Owners shall be delivered to any mailing or electronic mail address that a Unit Owner designates, except that the Association may also deliver notices by:

(i) Hand delivery to each Unit Owner;

(ii) Hand delivery, United States mail postage paid, or commercially reasonable delivery service to the mailing address of each Unit,

(iii) Electronic means, if the Unit Owner has given the Association an electronic address; or

(iv) Any other method reasonably calculated to provide notice to the Unit Owner.

(b) Notices of hearings to be held pursuant to Subsection 47-278(c) or Subsection 47-278(d) of the Act and notice of the decision of the Executive Board following any such hearing shall be in writing and sent by certified mail, return receipt requested, and by regular mail, to the Unit Owner.

(c) Notice is effective upon being sent.

ARTICLE 10
Miscellaneous

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

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

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

ARTICLE 11
Amendments to Bylaws

Section 11.1 – Amendments by Executive Board. Except as otherwise provided in Section 11.2, the Executive Board may amend the Bylaws by a vote of two-thirds of all of the members of the Executive Board at any meeting of the Executive Board duly called for such purpose. Before the Executive Board can adopt, amend or repeal any Bylaw, notice shall be given to all Unit Owners of the intention of the Executive Board to adopt, amend or repeal any Bylaw, which notice shall include the text of the proposed Bylaw and/or amendment and/or the text of the Bylaw to be repealed, as applicable, and the date on which the Executive Board will act on the proposed Bylaw, amendment or repeal after considering comments from Unit Owners.

Section 11.2– Amendments by Unit Owners. Only the Unit Owners (and not the Executive Board) shall have the power, by vote of Unit Owners of Units to which more than fifty percent (50%) of the Votes in the Association are allocated, to adopt, amend, or repeal any Bylaw that relates to or affects any of the following:

(a) The qualifications, powers and duties or terms of office of members of the Executive Board;

(b) The number of members of the Executive Board;

(c) The manner of election of Executive Board members;

(d) The timing or content of notices of meetings of Unit Owners, opportunities for Unit Owner comment at any meeting of the Executive Board or the Association, methods or procedures for voting or actions by Unit Owners without meeting or any provision of Article IV of these Bylaws; or

(e) The manner or required vote to adopt, amend, or repeal any Bylaw, including, without limitation, any provision of this Section 11.2.

Section 11.3 – Execution of Amendments. Amendments to the Bylaws that have been duly adopted shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

ARTICLE 12
Access to Units

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

ARTICLE 13
Insurance Requirement for Individual Units

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

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

ARTICLE 14
Rules

(a) At least ten (10) days before adopting, amending or repealing any rule, the Executive Board shall give all Unit Owners notice of: (1) its intention to adopt, amend or repeal a rule and shall provide the text of the rule or the proposed change; and (2) any rule may be adopted, amended or repealed only by a majority vote of the Executive Board.

(b) Following adoption, amendment or repeal of a rule, the Association shall notify the Unit Owners of its action and provide a copy of any new or revised rule.

(c) Subject to the provisions of the Declaration, the Association may adopt rules to establish and enforce construction and design criteria and aesthetic standards. If the Association adopts such rules, the Association shall adopt procedures for enforcement of those rules and for approval of construction applications, including a reasonable time within which the Association must act after an application is submitted and the consequences of its failure to act.

(d) A rule regulating display of the flag of the United States must be consistent with federal law. In addition, the Association may not prohibit display, on a unit or on a Limited Common Element adjoining a unit, of the Connecticut State Flag, or signs regarding candidates for public or Association office or ballot questions, but the Association may adopt rules governing the time, place, size, number and manner of those displays.

(e) The Association may not prohibit or hinder any Unit Owner, lessee or sublessee from attaching to his or her entry door or entry door frame any object which is motivated by observance of a religious practice or sincerely held religious belief. Notwithstanding the Association may prohibit a display motivated by observance of a religious practice or sincerely held religious belief to the extent allowed by the first amendment to the United States Constitution and section 3 of article first of the Connecticut Constitution when such item: (1) threatens the public health or safety; (2) hinders the opening and closing of an entry door; (3) violates any federal, state or local law; (4) contains graphics, language or any display that is

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

(f) Unit Owners may peacefully assemble on the common elements to consider matters related to the Common Interest Community, but the Association may adopt rules governing the time, place and manner of those assemblies.

(g) The Association may adopt rules that affect the use of or behavior in units that may be used for residential purposes, only to:

(i) Implement a provision of the Declaration;

(ii) Regulate any behavior in or occupancy of a unit which violates the Declaration or adversely affects the use and enjoyment of other units or the common elements by other Unit Owners; or

(iii) Restrict the leasing of residential units to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders that regularly make loans secured by first mortgages on units in Common Interest Communities or regularly purchase those mortgages.

(h) The Association's internal business operating procedures need not be adopted as rules.

(i) Each rule of the Association must be reasonable.

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

THE FAIRWAYS AT TORRINGTON ASSOCIATION, INC.

By: Constance D. Hall

Constance D. Hall
Its President