AMENDED BYLAWS OF ELM CORNERS CONDOMINIUM ASSOCIATION, INC.

Prepared By: Board of Directors
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ARTICLE 1 - INTRODUCTION

Section 1.1 - Amended Bylaws

These are the Amended Bylaws of Elm Corners Condominium Association Inc. ("Association")

All present and future owners, mortgagees, lessees, tenants, 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 this provision only, if any Unit is owned by a partnership, corporation, or limited liability company(LLC), any officer, partner, member, manager, or employee of that Unit Owner shall be considered to be a Unit Owner.

The members of the Executive Board of Directors shall be elected by the Unit Owners for terms of two (2) years. 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 these Bylaws or the Corporation Laws of the State of Connecticut.

B. 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.

C. The Board of Directors shall elect the officers, directors, and committee members. The Board of Directors, members, and officers shall take office upon election.

D. The Association shall provide a notice of at least ten (10) days but not more than sixty (60) days for a meeting of the Unit Owners. If the Association fails to do so, any Unit Owner may call the meeting and give the notice.

Section 2.2 - Powers and Duties.

A. Subject to the provisions of the Declaration and the Bylaws, the Association:

1. Shall adopt and may amend Bylaws, and may adopt and amend Rules. May adopt, amend, and enforce Policies, Rules & Regulations, and Maintenance Standards in accordance with the provisions of the Declaration.

2. Shall adopt and may amend budgets, may adopt and amend special assessments, may collect assessments for common expenses from Unit Owners, and may invest funds of the Association.

3. May hire and discharge employees, agents, and independent contractors, including property managers, consultants, or managing agents.

4. 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.

5. May make contracts and incur liabilities

6. May regulate the use, maintenance, repair, replacement, and modification of common elements.

7. May cause additional improvements to be made as part of the common Elements.

8. May acquire, hold, encumber, and convey in its own name any right, title, or interest to real property or personal property, but common elements may be conveyed or subjected to a security interest only pursuant to Connecticut General Statutes section 47-254 of the Act, as amended.

9. May grant easements, leases, licenses, and concessions through or over the common elements.

10. May impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements, other than limited common elements described in subsections (2) and (4) of section 47-221 of the Act, as amended, and for services provided to Unit Owners.

11. May impose charges or interest, or both, for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, Rules, and Regulations of the Association.

12. May impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by section 47-270 of the Act, as amended, or statements of unpaid assessments.

13. May provide for the indemnification of its Officers and Executive Board and maintain Directors' and Officers' liability insurance.

14. May assign its right to future income, including the right to receive common expense assessments, subject to the majority vote of all Unit Owners.

15. May exercise any other powers conferred by the Declaration or Bylaws.

16. May exercise all other powers that may be exercised in Connecticut by legal entities of the same type as the Association.

17. May exercise any other powers necessary and proper for the governance and operation of the Association.

18. 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 a nonbinding alternative dispute resolution in the manner described in the regulation as a prerequisite to commencement of a judicial proceeding; and

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

    a. Deny a Unit Owner or other occupant (i.e., tenants & lessees) access to the Owner's Unit or its Limited Common Elements.

    b. Suspend a Unit Owner's right to vote or participate in meetings of the Association.

    c. Prevent a Unit Owner from seeking election as a director or officer of the Association; or

    d. 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.

B. The Executive Board shall promptly provide notice to the Unit Owners of any legal proceedings 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.

C. If a tenant or lessee of a Unit Owner violates the Declaration, Bylaws, Policies, Maintenance Standards, or Rules and Regulations of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may:

1. Exercise directly against the tenant or lessees the powers described in subdivision (11) of subsection (a) of this section.

2. 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

3. 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.**

D. The rights referred to in subdivision (3) of subsection (c) of this section may only be exercised if the tenant (s), lessees, or Unit Owner fails to cure the violation within ten days after the Association notifies the tenant and Unit Owner of that violation.

E. 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.
iii. The association also maintains any enforcement rights it has under other laws or its own governing documents (the Declaration, Bylaws, and Rules).

F. 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, Policies, Maintenance Standards, 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 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.

G. The Executive Board's decision under subsection (f) above 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 2.2 - Collection of Unpaid Assessments. Foreclosure of Unpaid Liens.

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.

1. Connecticut General Statutes § 47-258 establishes a statutory lien on a unit within a common interest community for unpaid assessments and other charges levied against the unit owner. This lien can encompass various financial obligations, including fees, fines, late charges, interest, and legal fees, unless the community's declaration specifies otherwise.

2. The association's lien typically takes precedence over other liens on a unit, with a few exceptions. These include liens recorded before the community's declaration, liens for real estate taxes, and first or second mortgages recorded before the assessment delinquency. However, the statute grants the association's lien a "super-priority" status over a first or second mortgage. This priority applies to common expense assessments that were due for the nine months immediately preceding an action to enforce the lien, along with the association's costs and attorney's fees for enforcement.

3. Associations can similarly foreclose on this lien to a real property mortgage. Generally, an association must meet specific criteria before initiating foreclosure, such as the owner owing at least six months of assessments or a reasonable amount (i.e., $2500), making a demand for payment, and receiving executive board approval.

4. When a first or second mortgage holder forecloses on a unit, the new owner is not responsible for the previous owner's unpaid assessments that came due before the sale, except for the nine-month super-priority amount. Any other unrecovered unpaid assessments from the sale proceeds become a common expense for all unit owners.

Section 2.3 - Standard of Care.

In the performance of their duties, officers and members of 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 Connecticut General Statutes Chapter 602, and are subject to the conflict-of-interest rules governing directors and officers under Chapter 602.

Section 2.4 - Additional Limitations.

The Board of Directors shall be additionally limited pursuant to Article 26 of the Declaration.

Section 2.5 - Property Manager or Consultant.

The Board of Directors may employ for the Common Interest Community, a property manager or consultant at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. The contract defines the scope of work and tasks the manager will handle on behalf of the association, which can include:

1. Finance management:
    a. Collecting association fees from unit owners.
    b. Preparing budgets and financial reports.
    c. Managing the association's bank accounts.
2. Administrative management:
    a. Responding to owner inquiries and complaints.
    b. Attending board meetings and the annual association meeting.
    c. Assisting with preparing meeting agendas and providing management reports.
3. Maintenance and repairs:
    a. Overseeing the maintenance and repair of common areas and shared facilities.
    b. Managing vendor selection and coordinating services, such as landscaping or snow removal.
    c. Handling emergency repairs.
    d. Defining spending caps for non-emergency items that require board approval.
4. Legal and compliance:
    a. Assisting with rule enforcement.
    b. Ensuring compliance with federal, state, and local laws.
5. Financial Terms & Contract Clause:
    a. **Compensation:** The contract must clearly state how the management company will be paid. Compensation may be a percentage of the association's common fees or a flat monthly rate.

   b. **Additional fees:** The contract should list any extra charges for services that fall outside the standard scope, such as special projects or assistance with insurance claims.

6. Termination and liability:
   a. **Termination clause:** The contract should specify the conditions under which either party can terminate the agreement. This includes termination with or without cause and any associated penalties.
   b. **Liability and insurance:** It is crucial to require that the property management company carry appropriate insurance coverage. The contract should also specify the limits of the association's indemnification, ensuring it does not cover the manager's wrongful acts.
   c. **Term expiration:** When the existing property manager's contract is about to expire, bidding is a standard process to evaluate options and ensure the association gets the best value.
   d. **Lack of satisfaction:** If the board is unhappy with the current management company's performance, bidding for a new contract is an appropriate way to find a replacement.
   e. **Significant contracts:** It is a best practice for boards to solicit bids for long-term or significant projects, such as major construction or extensive repairs.
7. Legal considerations
   a. **State laws:** Condominium associations and property managers must ensure their contract adheres to all applicable state and local laws, such as Connecticut's Common Interest Ownership Act.
   b. **Legal review:** Before signing, both parties should have an attorney review the contract to check for gaps and ensure fair terms.
   c. **Board approval:** The association's board of directors must vote to approve the contract, and this vote should be documented in the association's meeting minutes.
   d. **Governing documents:** The association's bylaws or declaration may specifically require the board to solicit competitive bids for any contract that exceeds a certain monetary threshold.

Section 2.6 - Removal of Members of the Board of Directors.

Unit Owners present in person or by proxy at any meeting of the Unit Owners at which a quorum is present 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 (1) the Unit Owners may not consider whether to remove a member of the Executive Board at a meeting of the Unit Owners unless that subject was listed in the notice of the meeting and (2) at any meeting at which a vote to remove a member of the Executive Board is to be taken, the Member being considered for removal must have a reasonable opportunity to speak before the vote.

The following legal provisions need to be considered under the Connecticut Common Interest Ownership Act (CIOA):

1. **Vote by unit owners:** The act authorizes unit owners to remove any elected executive board member or officer, with or without cause, at a meeting where a quorum is present.
2. **Special meeting:** A special meeting for removal can be called by the president, a majority of the board, or by unit owners holding at least 20% of the association's votes.
3. **Notice and agenda:** The notice for any meeting where a removal vote will be held must include the explicit agenda item regarding the proposal to remove a board member.
4. **Right to speak:** The board member being considered for removal must have a reasonable opportunity to speak before the vote is taken.
5. **Required bylaws:** CIOA requires an association's bylaws to specify the manner for removing executive board members and officers.

Section 2.7 - Vacancies.

Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Unit Owners, may be filled at a regular meeting or a special meeting of the Board of Directors held for that purpose at any time after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected or appointed shall be a Director for the unexpired portion of any term or, if earlier, until the next regularly scheduled election of Executive Board Members. Vacancies in the Board of Directors caused by Unit Owner removal shall be filled by a vote of the Unit Owners at the same meeting as the removal or at any subsequent meeting of the Unit Owners called for such purpose at which a quorum is present.

Section 2.8 - First Meeting.

The first meeting of the Board of Directors 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 Unit Owners at the meeting at which such Board of Directors shall have been elected. No notice shall be necessary to the newly elected Board Members to legally constitute such a meeting, providing a majority of the members shall be present thereat. The Board of Directors may set a schedule by resolution, and no further notice is necessary to constitute such regular meetings, except as otherwise provided in these Bylaws.

Section 2.9 - Meetings of Board of Directors and Committees.

The following requirements apply to meetings of the Executive Board and committees of the Association authorized to act for the Association:

1. Meetings shall be open to the Unit Owners and to a representative designated by any Unit Owner except during executive sessions. All meetings of both the executive board and any committees are required to be open to unit owners, except during executive sessions.

2. The Executive Board and those committees may hold an executive session only during a regular or special meeting of the board or a committee. No final vote or action may be taken during an executive session. An executive session may be held only to:
    a. Consult with the Association's attorney concerning legal matters.
    b. Discuss existing or potential litigation or mediation, arbitration, or administrative proceedings.
    c. Discuss labor or personnel matters.
    d. Discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or
    e. prevent public knowledge of the matter to be discussed if the Executive Board or committee determines that public knowledge would violate the privacy of any person.

3. For purposes of this section, a gathering of Board Members at which the 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 Board Members or any other method to evade the open meeting requirements of this section.

4. Both boards and committees can go into a closed “executive session” to discuss confidential matters, such as legal strategy, property management issues, personnel issues, or contract negotiations.

5. A committee’s authority is limited and defined by the board of directors. Committees do not have the power to make final decisions, enter into contracts, or enforce rules on their own. Their role is to advise and support the board. This often involves research, making recommendations, or managing specific tasks assigned by the board, such as reviewing

architectural proposals or planning social events. A committee may present its report and recommendations to the board during a formal board meeting.

6. Notwithstanding any actions taken by unanimous consent pursuant to these Bylaws, the Executive Board shall meet at least four (4) times a year. All Executive Board meetings shall be at the Association or at a place convenient to the Association unless the Bylaws are amended to vary the location of those meetings.

7. At each Executive Board meeting, the Executive Board shall provide a reasonable opportunity for Unit Owners to comment regarding any matter affecting the Association.

8. 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 or other officer specified in the Bylaws shall give notice of each Executive Board meeting to each 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.

9. The Connecticut General Statutes explicitly require that if any materials are distributed to the executive board or a committee authorized to act for the association before a meeting, those materials must be made "reasonably available" to unit owners at the same time. It should not place an undue burden on owners to access the information.

Examples of making materials "reasonably available" include:

a. **Posting them on a password-protected association website** or owner portal.
b. **Sending materials via email** to owners who have provided their address for electronic communication.
c. **Placing physical copies in a designated location** in the community (e.g., the management office) for owners to review.

The rule identifies two key types of materials that do not need to be distributed to unit owners:

d. **Unapproved minutes:** The draft minutes of a meeting do not need to be distributed until after they have been formally approved by the board.
e. **Executive session materials:** Any documents related to a topic being discussed in a closed-door "executive session" are exempt. These typically cover confidential matters, such as legal strategy, personnel issues, and individual unit account matters.
f. While the materials must be made "reasonably available," the association is allowed to charge a reasonable fee to cover the actual costs of copying any records requested by unit owners. However, the board is also free to distribute materials electronically at no charge.

10. 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 as provided in subdivision (4) of this subsection.

11. Unit Owners may amend the Bylaws to vary the procedures for meetings by conference calls described in subdivision (7) of this subsection.

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

13. Even if an action by the Executive Board is not in compliance with this section, 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 this section 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 2.10 - Waiver of Notice.

Any member may waive notice of any meeting in writing. Attendance by a Board of Directors Member at any meeting of the Board of Directors shall constitute a waiver of notice. If all the members are present at any meeting, no notice shall be required, and any business may be transacted at such meeting.

Section 2.11 - Quorum of Directors.

Unless the Bylaws specify a larger number, a quorum of the Executive Board is present for purposes of determining the validity of any action taken at a meeting of the Executive 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. If a quorum is present when a vote is taken, the affirmative vote of at least a majority of the Board Members present is the act of the Executive Board.

Section 2.12 - Fidelity Bonds.

To the extent reasonably available, the Board of Directors 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 shall be a Common Expense.

Section 2.13 - Compensation.

No member of the Board of Directors shall receive compensation from the Association for acting as such. While not compensation, board members may be reimbursed for out-of-pocket expenses they incur while performing their duties, but this requires proper documentation and justification. All reimbursement expenses shall be reviewed, approved, and documented by the board members.

Section 2.14 - Code of Ethics

No member of the Board of Directors or officer with discretionary authority must discharge his duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the person reasonably believes to be in the corporation's best interests. A director or officer can rely on information, opinions, reports, or statements, including financial statements and data, if it is prepared or presented by (1) a corporate officer or employee whom they reasonably believe is reliable and competent in the matter or (2) legal counsel, public accountants, or others as to matters he reasonably believes are within the person's professional or expert competence. In addition, a director can rely on a board committee of which they are not a member if they reasonably believe the committee merits confidence.

A non-profit director or officer is not acting in good faith if he has knowledge about the matter in question that makes reliance unwarranted. A director or officer is not liable for any action taken or any failure to act if they performed their duties in compliance with these provisions (CGS §§ 33-1104 and 33-1111).

ARTICLE 3 - UNIT OWNERS

Section 3.1 - Annual Meeting Notice.

A meeting of the Association shall be held at least once each year.

1. The following requirements apply to Unit Owner meetings:

    a. The Association shall hold a meeting of Unit Owners annually at a time, date, and place as the Board of Directors may designate.

    b. The Association shall hold a special meeting of Unit Owners if its president, a majority of the Executive Board, or Unit Owners having at least twenty percent (20%) of the votes in the Association request that the secretary call the 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 members may directly notify all the Unit Owners of the meeting. Only matters described in the meeting notice required by subdivision (3) of this subsection may be considered at a special meeting.

c. The Association shall notify Unit Owners of the time, date, and place of each annual and special Unit Owners meeting not less than ten (10) days or more than sixty (60) days before the meeting date. Notice may be given by any means described in these Bylaws. The notice of any meeting shall state the time, date, and place of the meeting and the items on the agenda, including (a) a statement of the general nature of any proposed amendment to the Declaration or Bylaws, (b) any budget changes, and (c) any proposal to remove a member of the Executive Board.

d. Unit Owners shall be given a reasonable opportunity at any meeting to comment regarding any matter affecting the Association; and

e. Meetings of Unit Owners may be conducted by telephonic, video, or other conferencing process if the alternative process is consistent with these Bylaws.

2. Meetings of the Association shall be conducted in accordance with the most recent edition of Roberts' Rules of Order Newly Revised, unless two-thirds of the votes allocated to owners present at the meeting are cast to suspend those rules.

3. The Association shall deliver any notice required to be given by the Association under the Act, as amended or these Bylaws, to any mailing or electronic mail address a Unit Owner designates, except that the Association may also deliver notices by:

A. hand delivery to each Unit Owner.
B. hand delivery, United States mail postage paid, or commercially reasonable delivery service to the mailing address of each unit
C. electronic means, if the Unit Owner has given the Association an electronic address; or
D. any other method reasonably calculated to provide notice to the Unit Owner.

4. Notices required by these Bylaws are effective when sent. The ineffectiveness of a good good-faith effort to deliver notice by an authorized means does not invalidate the action taken at or without a meeting.

Section 3.2 - Board & Committee Meetings.

1. These are the most frequent types of meetings, usually held monthly or quarterly by the elected board members and committee members.
2. Topics include routine community business, like reviewing budgets, resolving disputes, and addressing maintenance concerns.
3. Most board meetings are open to all unit owners, who are given time to comment on association matters, though the board runs the meeting and can set time limits for speakers.

Section 3.3 - Executive Meetings.

1. These are closed, private meetings attended only by board members to discuss confidential matters.

2. Topics might include personnel issues, ongoing legal disputes, contract negotiations, or disciplinary actions.

3. The board is required to keep minutes, but due to confidentiality, they do not have to share detailed records with other unit owners.

Section 3.4 - Special or Emergency Meetings.

1. These meetings are held to address urgent issues that arise between regularly scheduled meetings and require immediate action.

2. A group of owners can also petition to call a special meeting to address a specific issue.

3. Notice requirements for these meetings depend on the association's bylaws and state law.

Section 3.5 - Budget Meetings.

Meetings of Unit Owners to consider the proposed budget shall be called in accordance with Section 19.4 of the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

Section 3.6 - Place of Meeting.

Meetings of the Unit Owners shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Directors or the President. For other meetings (committee, special or budget, or executive), the Board of Directors can meet in any convenient location suitable for all members and the property manager or agent.

Section 3.7 - Waiver of Notice.

1. 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.

2. Attendance by a Unit Owner at any meeting of the Unit Owners
    a. 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
    b. shall constitute a waiver of objection to the 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 3.8 - Adjournment of Meeting.

At any meeting of Unit Owners, a majority of the Unit Owners who are present at such a meeting either in person or by proxy, may adjourn the meeting to another time.

Section 3.9 - Order of Business.

The order of business at all meetings of the Unit Owners shall be as follows:

1. Call to order
The designated presiding officer, usually the board president or a chairperson, officially starts the meeting at the scheduled time to ensure punctuality.

2. Establish a Quorum
A roll call is conducted to verify that the minimum number of board members and/or homeowners required to legally conduct business is present. If a quorum is not reached, any votes made are not valid.

3. Approval of the Previous Meeting's Minutes
The board reviews and approves the minutes from the last meeting. This is a chance to make corrections and agree that the document accurately reflects what happened. This is not the time to re-litigate decisions.

4. Open forum for homeowners
A designated period is set aside for homeowners to raise questions or concerns. An open forum can be placed at the beginning or end of the meeting. It is important to set clear time limits to keep the meeting focused.

5. Unfinished (old) business
The board discusses and votes on items that were tabled or left unresolved from previous meetings. This is a crucial step for following up on outstanding issues.

6. New Business
New items are introduced for discussion, debate, and potential action. New business often comes from board member motions or issues raised during the open forum that require further consideration.

7. Executive Session (If needed)

If required, the board may move to an executive session to discuss confidential matters like legal issues, personnel matters, or specific homeowner delinquencies. Executive sessions are not open to the general membership.

8. Financial Report

The treasurer presents a financial report, including the association's income and expenses, operating and reserve account balances, and updates on the budget. This is particularly important at annual meetings.

9. Committee Report

Leaders of any standing or special committees (e.g., architectural review, landscape, website/social media) provide updates on their activities and may present recommendations for board action.

10. Adjournment

The meeting is officially ended, often by a motion and a second. Before adjourning, a notice of the next meeting's date and time may be announced.

Section 3.10 - Quorum and Voting.

1. A quorum is present throughout any meeting of the Unit Owners if persons entitled to cast thirty-three and one-third percent (33.33%) of the votes in the Association are present in person or by proxy at the beginning of the meeting.

2. Unit Owners may vote at a meeting in person, by a proxy pursuant to subsection (d) of this section, or when a vote is conducted without a meeting, by electronic or paper ballot pursuant to subsection (e) of this section.

3. At a meeting of Unit Owners, the following requirements apply:

    a. If only one of several owners of a unit is present at a meeting of the Association, the owner is entitled to cast all the votes allocated to that unit. If more than one of the owners is present, the votes allocated to that unit 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 the unit without a protest being made promptly to the person presiding over the meeting by any of the other owners of the unit.

    b. Unless a greater number or fraction of the votes in the Association is required by the Act or other law or the Declaration, a majority of the votes cast is the decision of the Unit Owners.

4. Except as otherwise provided in the Declaration or Bylaws, the following requirements apply with respect to proxy voting:
    a. Votes allocated to a unit may be cast pursuant to a directed or undirected proxy duly executed by a Unit Owner.
    b. If a unit is owned by more than one person, each owner of the unit may vote or register a protest to the casting of votes by the other owners of the unit through a duly executed proxy.
    c. The Unit 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.
    d. A proxy is void if it is not dated or purports to be revocable without notice.
    e. A proxy terminates one year after its date, unless it specifies a shorter term.
    f. A person may not cast votes representing more than fifteen percent (15%) of the votes in the Association pursuant to undirected proxies.

5. The Association may conduct a vote 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 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: (A) indicate the number of responses needed to meet the quorum requirements; (B) state the percentage of votes necessary to approve each matter other than election of Directors; (C) specify the time and date by which a 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 (D) 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 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 pursuant to this subsection 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.

6. 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.

7. For these Bylaws and the Act, "fraction or percentage", with respect to the Unit Owners or the votes in the Association, means the stated fraction or percentage of Unit Owners of units to which at least the stated percentage or fraction of all the votes in the Association are allocated, unless the provisions of this chapter or said sections provides that the "fraction or percentage" refers to a different group of Unit Owners or votes.

Section 3.11 - Majority Vote.

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

ARTICLE 4 - Officers Moderator of Meetings

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 the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary, other committee members, and such other officers as in its judgment may be necessary. The president and vice president, but no other officers, need be Directors. 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 the vice president may be vacant.

Section 4.2 - Election of Officers.

The Officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 4.3 - Removal of Officers.

Upon the affirmative vote of a majority of the Directors, any Officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for that purpose.

Section 4.4 - President.

The president shall be the chief executive officer of the Association. Except as provided in Section 4.10, he or she shall preside at all meetings of the Unit Owners and of the Board of Directors. He or she shall have all of the general powers and duties which are incident to the office of president of a nonstock corporation organized under the laws of the State of Connecticut, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. He or she may fulfill the role of treasurer in the absence of the treasurer. The president, as attested by the secretary, may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or 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 or her duties whenever the president is absent or unable to act. If neither the president nor the vice president can act, the Board of Directors 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 imposed upon him or her by the Board of Directors or by the president.

Section 4.6 - Secretary.

The secretary shall keep or cause to be kept the minutes of all meetings of the Unit Owners and the Board of Directors. He or she shall have charge of such books and papers as the Board of Directors may direct, and he or she shall, in general, perform all the duties incident to the office of secretary of a nonstock corporation organized under the laws of the State of Connecticut. The secretary may cause to be prepared and may attest to the execution by the president of amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or 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 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. He or she 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 Board of Directors, and he or she shall, in general, perform all the duties incident to the office of treasurer of a nonstock corporation organized under the laws of the State of Connecticut. He or she 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 Board of Directors may designate. He or she 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, and 4.7 of 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 Board of Directors.

Section 4.9 - Compensation.

No Board Member or Officer may receive a fee or compensation of any nature from the Association for acting as such, but shall be reimbursed for necessary expenses actually incurred in connection with his or her duties. Any other volunteer or committee member(s) shall be reimbursed for the necessary expenses actually incurred in connection with their duties.

Section 4.10 - Moderator of Meetings.

Because the president is the chief executive officer of the Association, from time to time it will be appropriate for him or her to participate in the debate at Association meetings, something he or she cannot do while chairing the meeting. The Unit Owners may select a moderator to chair the Association meetings, either:

A. At the request of the president, or in his or her absence, the vice president, or
B. By Vote of the Unit Owners at any time during a meeting.

The moderator may be, but does not have to be, a Unit Owner.

ARTICLE 5 - Enforcement

Section 5.1 - Fine for Violation.

Under the Common Interest Ownership Act (CIOA), the association of a common interest community (e.g., a condominium) can impose fines for violations of the association's declaration, bylaws, rules, and regulations. Such fines must be reasonable, and cannot be imposed unless the person has been notified and allowed to be heard (CGS § 47-244(a)).

CIOA also allows associations to impose charges, interest, or both for late payment of assessments. The maximum allowable interest is 18% (CGS §§ 47-244(a) and -257(b)).

Under CIOA, an association has a statutory lien on a unit for any assessment attributable to that unit or fines imposed against its unit owner. Unless the declaration provides otherwise, it also has a lien on specified other sums the owner owes the association (e.g., fines, late charges, or interest).

The association can foreclose on the lien in a similar manner as a mortgage on real property. But an association cannot bring an action to foreclose a lien on a unit unless the:

1. Unit owner, when the action is commenced, owes a sum equal to at least two months of common expense assessments based on the association's last adopted periodic budget;
2. The association has made a demand for payment in a record, and
3. The executive board has either voted to bring a foreclosure action specifically against that unit or adopted a standard policy that provides for foreclosure against that unit.

Generally, an action to foreclose such a lien must be brought within three years after the full amount of the assessment became due (CGS § 47-258).

By resolution, following Notice and Hearing, the Board of Directors may levy a fine up to the amount outlined in the Rules and Regulations 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.

ARTICLE 6 - Indemnification

Section 6.1 - Limits on Liability and 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.

This means the association will cover a director's legal fees and any judgments or settlements they have to pay in legal proceedings, as long as they acted in good faith while performing their duties. This encourages owners to volunteer for board positions by shielding them from personal financial risk for honest mistakes

1. **Permissible indemnification:** The statutes permit the association to indemnify a director or officer for liability and expenses incurred in a legal proceeding if the individual acted in good faith and reasonably believed their conduct was in the

association's best interest. This indemnification is not mandatory but is often written into the association's bylaws.

2. **Mandatory indemnification:** If a director or officer is wholly successful on the merits of a legal proceeding, the association is legally required to indemnify them for reasonable expenses incurred.

3. **Court-ordered indemnification:** A director can ask a court to order indemnification if the association fails to provide it. The court can grant this if it determines it is fair and reasonable under the circumstances.

ARTICLE 7 - Records

Section 7.1 - Records and Audits.

The Association shall maintain financial records and other records as set forth in this Section. All documents required to be included in Resale Certificates, as set forth in Section 7.4, are included in Records that shall be maintained by the Association. Al records shall be maintained and audited in accordance with the Declaration and these Bylaws. The cost of the audit shall be a Common Expense unless otherwise provided in the Documents.

Section 7.2 - Examination.

All records maintained by the Association Board of Directors and/or by the property manager shall be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, 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. The Board of Directors may adopt regulations for the orderly inspection of records and for reimbursing the Association or its manager for the cost of making and providing copies.

Section 7.3 - Maintenance and Inspection of Association Records.

1. 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 its Unit Owners and Executive Board, other than executive sessions, a record of all actions taken by the Unit Owners or 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 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.

d. The Association's original or restated organizational documents, if required by law other than this chapter, Bylaws and all amendments to them, and all Rules and Regulations currently in effect.

e. All financial statements and tax returns of the Association for the past three (3) years;

f. A list of the names and addresses of its current Executive Board Members and Officers.

g. The Association's most recent annual report was delivered to the Secretary of the State, if any.

h. Financial and other records are sufficiently detailed to enable the Association to comply with section 47-270 of the Act, as amended.

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 (1) year after the election, action, or vote to which they relate; and

l. Policy for the collection of all amounts due the Association and foreclosure of the Association lien.

2. subject to subsections (c) and (d) of this section, all records retained by the Association shall be available for examination and copying by a Unit Owner or the owner's authorized agent:

   a. During reasonable business hours or at a mutually convenient time and location; and

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

3. Records retained by the Association shall be withheld from inspection and copying to the extent that they concern:

   a. Personnel, salary, and medical records relating to specific individuals, unless waived by the person or persons to whom such records relate; or
   b. Information the disclosure of which would violate any law other than chapter 828, The Act.

4. Records retained by the Association may be withheld from inspection and copying to the extent that they concern:

   a. Contracts, leases, and other commercial transactions for the purchase or provision of goods or services are currently being negotiated.

   b. Existing or potential litigation or mediation, arbitration, or administrative proceedings.

   c. 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 and Regulations.

   d. Communications with the Association's attorney that are otherwise protected by the attorney-client privilege or the attorney work-product doctrine.

   e. Records of an executive session of the Executive Board; or

   f. Individual unit files other than those of the requesting owner.

5. The Association may charge a reasonable fee for providing copies of any records under this section and for supervising the Unit Owner's inspection.

6. 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.

7. The Association is not obligated to compile or synthesize information.

8. Information provided pursuant to this section may not be used for commercial purposes.

Section 7.4 - Resale Certificates and Statements of Unpaid Assessments.

1. 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:

a. 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.

b. 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.

c. A statement of any other fees payable by the owner of the unit being sold.

d. 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.

e. A statement of the amount of any reserves for capital expenditures.

f. The current operating budget of the Association.

g. 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 collections matters.

h. 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.

i. 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.

j. 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.

k. A statement describing any pending sale or encumbrance of common elements.

l. 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.

m. 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; (14) 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

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

2. The Association shall, during January in each year, file in the office of the Town Clerk of Windsor Locks 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 7.5 - Buying & Selling of Units.

The unit owner **must** inform the condo association when buying or selling a condo unit. This is a critical step in the process for both the seller and the buyer, and is typically a requirement outlined in the association's governing documents (like the Declaration, Bylaws, and Rules & Regulations).

1. For the Seller (The Current Unit Owner)

    1. **Notification and Transfer Fees:** Sellers are almost always required to formally notify the association (or its management company) of the impending sale. The association will often charge a transfer or "resale" fee to cover the administrative costs of changing ownership records.
    2. **Resale Package/Disclosure Documents:** The seller is usually legally required to provide the buyer with a "resale package" or disclosure documents about the association. This package is typically ordered from the association or management company and can include:
        1. The association's governing documents (CC&Rs, Bylaws, etc.).
        2. Financial statements, budget, and reserve study
        3. Current monthly assessments and any planned or pending **special assessments**.
        4. A statement of any unpaid charges (liens) or violations owed by the current owner.
    3. **Inspection for Violations:** Sometimes, the association will require an inspection of the unit to ensure there are no existing violations of the rules that the seller must correct before the sale can close.

4. **Closing:** The association needs to be involved in the closing process to ensure all outstanding dues and fees are paid and that the title transfer is clean regarding the association's interests.

2. **For the Buyer (The New Owner)**

   1. **Review of Documents:** The buyer needs the association's disclosure documents to understand the rules, fees, and financial health of the community they are joining. The purchase contract often gives the buyer a period to review these documents and potentially back out of the sale if they disagree with the terms.
   2. **Association Approval:** Many condo associations require the prospective buyer to submit an **application for approval**. This can involve:
      1. A formal application and any fees.
      2. A background check and a credit check.
      3. A personal interview with the board of directors.
      4. The associations also have a **right of first refusal**, meaning they have the option to purchase the unit on the same terms as the offer the seller accepted.
   3. **Rental & Investments:** CIOA generally requires 80% of the association's votes for approval of declaration amendments which would prohibit or materially restrict the permitted uses or occupancy of a unit or the number or qualifications of people who may occupy units. The buyer (The New Owner) cannot purchase the property and rent it immediately. The unit needs to be owner occupied for at least one year from the date of purchase, before renting the property.

ARTICLE 8 - Miscellaneous

Section 8.1 - Notices.

All notices to the Association or the Board of Directors 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 Board of Directors may hereafter designate from time to time. Except as otherwise provided in these Bylaws, all notices to any Unit Owner shall be sent to his or her address as it appears in the records of the Association. Al notices to holders of Security Interests in the Units shall be sent, except where a different manner of notice is specified elsewhere in the Documents, by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Association. All notices shall be deemed to have been given when mailed, except notices of changes of address, which shall be deemed to have been given when received.

Section 8.2 - Fiscal Year.

The Board of Directors shall establish the fiscal year of the Association.

Section 8.3 - Waiver.

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

Section 8.4 - Office.

The principal office of the Association shall be on the Property or at such other place as the Board of Directors may from time to time designate.

ARTICLE 9 - Access to Units

Section 9.1 - Connecticut General Statutes.

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.
Connecticut General Statute § 47-74(6) explicitly gives the association the right to access a unit "during reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the common elements therein or accessible therefrom”.

The status also permit access for the purpose of performing installations, alterations or repairs and for 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 the Unit Owner’s notice if there is reason to believe a unit is not occupied 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 a case, any costs and attorney's fees of obtaining such court order shall be assessed to the Unit Owner's account. If a Unit is damaged as a result of access obtained under this Section, the Association will be responsible for the prompt repair of the Unit, except as provided in Subsection 19.2(f) and Subsection 19.2(i)of the Amended Declaration.

Section 9.2 - Reason for Access.

The board's ability to enter a unit is restricted to specific situations, including:

1. **Inspecting common elements:** If there is a suspected issue with a common element, like a pipe, wall, or wiring that is located within a unit, the board can enter to inspect it.
2. **Preventing damage:** If a problem originates in a unit that could cause damage to common areas or other units—such as a running toilet, a leaky water heater, or a bug infestation—the board has the right to enter.
3. **Maintenance of common elements:** The board can enter a unit to perform planned, routine maintenance or replacements on common elements that are accessed through the unit.
4. **Emergency repairs:** In an emergency, such as a fire or a burst pipe, the board can enter a unit immediately and without notice to prevent further damage.

ARTICLE 10 - Amendments to Bylaws

A condominium association can amend its bylaws to update governance procedures, address issues like rental restrictions, or comply with new state laws. The process for amending bylaws typically requires a vote of the unit owners, and it's essential to follow all requirements in the condo's own governing documents and state laws to ensure the changes are legally enforceable.

The Bylaws may be amended only by a majority vote of the Unit Owners at a meeting of the Unit Owners called for such purpose at which a quorum is present.

Common reasons for proposing bylaw amendments include:

1. Updating outdated provisions: Initial bylaws, often written by the developer, can become obsolete over time and may need to be updated to reflect changes in the community or modern operating procedures.

2. Clarifying ambiguous language: Amendments can clear up bylaws that have caused confusion or conflict among residents, helping the association operate more efficiently.

3. Addressing new community needs: An association may amend its bylaws to address emerging issues, such as new rules for electric vehicle charging stations, short-term rental limitations, or pet restrictions.

4. Complying with new laws: State laws governing community associations can change, requiring associations to amend their bylaws to remain in compliance.

ARTICLE 11 Insurance Requirement for Individual Units

Section 11.1 - Insurance for Each Individual Unit.

Each Unit Owner shall provide and maintain insurance coverage for fire, other casualty losses, and liability protection. The master policy is purchased by the condo association and covers the common elements and shared spaces of the entire property.

To fill the coverage gap left by the master policy, each individual unit owner is required to carry their own separate insurance policy, known as an HO-6 policy. Key coverage typically includes:

1. **Personal property:** Covers belongings like furniture, clothes, electronics, and jewelry against covered perils such as theft or fire.

2. **Dwelling coverage:** Also called "walls-in" coverage, this pays for damage to the interior of the unit, including upgrades and fixtures not covered by the master policy. The amount needed for this coverage depends on whether the master policy is "bare-walls," "single-entity," etc.

3. **Personal liability:** Provides financial protection if a guest or tenant is injured inside the unit or if the owner accidentally damages someone else's property.

4. **Loss assessment coverage:** Protects unit owners from special assessments levied by the board to cover a major expense that exceeds the master policy's coverage limit, such as a large deductible or lawsuit.

5. **Additional living expenses (ALE):** Covers the cost of temporary housing and other living expenses if the unit is uninhabitable due to a covered loss.

The Associations require unit owners to have an HO-6 policy. This helps protect the entire community by ensuring that costs from an incident in one unit do not lead to a large special assessment for all owners.

An owner who rents out their unit is required to carry a condo landlord insurance policy to protect their financial interests, which can include the property, any landlord-owned personal items, and liability. Standard HO-6 policies only cover owner-occupied units and generally do not cover damage or liability for a rental property.

Condo landlord insurance typically includes:

6. **Personal Property:** If a unit owner chooses to rent or lease their unit, they must provide the condominium association with a copy of the rental or lease agreement.

Additionally, the unit owner must maintain a separate "Landlord or Rental" insurance policy to cover personal property damage. A copy of this policy should also be furnished to the condominium association or property manager.

7. **Dwelling coverage:** Covers damage to the interior structure of the unit (from the "walls-in"), such as the floors, walls, and built-in fixtures. This protects against covered perils like fire or water damage. The specific coverage depends on the association's master policy (bare-walls, single-entity, etc.)

8. **Landlord's personal property:** Covers any personal items owned by the landlord and left in the unit for the tenant's use, such as provided appliances, furniture, or a lawnmower.

9. **Liability coverage:** Protects the unit owner from liability claims arising from injuries or property damage that occur on the rental premises. The landlord is responsible for maintaining the property, and this insurance can cover legal fees and medical expenses if a tenant or guest is accidentally injured.

10. **Loss of rental income:** Reimburses the owner for lost rental income if the unit becomes uninhabitable due to a covered peril (e.g., a fire or burst pipe) and the tenant cannot stay.

11. **Loss assessment coverage:** Protects the landlord from special assessments levied by the condo board to cover expenses that exceed the master policy's limits, such as a high deductible for common area damage.

In addition, the condo owner's landlord policy does not cover the tenant's personal belongings. To protect their own possessions, the tenant must purchase a renters (HO-4) insurance policy. This is the responsibility of each unit owner to recommend to their tenants for their coverage.

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. Each Unit Owner shall be responsible for all Association costs of collection and/or foreclosure in conjunction with recovery of any such deductible amount. The provisions of this Paragraph shall apply in accordance with the provisions of the Declaration.

ARTICLE 12 - Rules

1. 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.

2. 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.

3. 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 the enforcement of those rules and for the 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.

4. A rule regulating the 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.

5. 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.

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

    a. Implement a provision of the Declaration.

    b. 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

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

7. An Association's internal business operating procedures need not be adopted as rules.

8. Each rule of the Association must be reasonable.

These Amended By-Laws were approved by the Executive Board on 4th Day of November, 2025.

ELM CORNERS
CONDOMINIUM ASSOCIATION, INC.

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By: Asif Vavanan

Its President